1. Agenda

   Documents:

   3-24-2020 CM1.PDF

2. Meeting Materials

   Documents:

   03-24-2020 AGENDA DOCS.PDF

CASCADE COUNTY COMMISSION MEETING
March 24, 2020 - 9:30 AM
COURTHOUSE ANNEX - ROOM 114
AGENDA

Agenda Topics:

Call to Order: **Chairman Larson**

Pledge of Allegiance:

Please note the Agenda order is tentative and subject to change by the Board without prior notice.
Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.
Public comment during public participation is limited to a maximum seven minutes.

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

Report of Approved Treasurer's Month Report – Bank Balances, Investments, Revenues and Disbursements

Consent Agenda: The Consent Agenda is made up of routine day-to-day items that require Commission action.
Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

(A) *Approval of Minutes and Minute Entries: March 6, 2020 March 9, 2020 March 10, 2020 March 13, 2020*

(B) Approval of Routine Contracts as follows:

Resolution 20-08: Prosecutorial Assistance in the criminal case State of Montana v. K.D.

Resolution 20-09: Budget Appropriation within the Juvenile Detention Center fund 2870 to correctly account for the finger printing machine purchased in the prior fiscal year. Total Amount: $13,807

Resolution 20-10: A resolution requesting distribution of Bridge & Road Safety & Accountability Program funds.
Total MDT funds requested: $223,671.89 County Match 5%: $11,183.59

Contract 20-26: Memorandum of Understanding between Cascade County and Peak Health & Wellness Center for after hours emergency use of the Bus Barn located at 1801 Benefis Court, Great Falls. (No cost to the County)

Contract 20-28: Firefighter Property Cooperative Agreement between Cascade County & Montana Dept. of Natural Resources & Conversation (DNRC), Forestry Division. The State will use the DOD Firefighter Property for fire protection and emergency services. Effective: Date of last signature. Five (5) year term, expires 2025. (No cost to the County)

Contract 20-32: Memorandum of Understanding with Securus Technologies, LLC amending the current agreement for inmate communications services in response to COVID-19. *(Ref: Contract 19-156, R037786).*

Ratification of Contract 20-31 (R0385179), Approved at a March 18, 2020 Special Commission Meeting
Contract between Cascade County and Alluvion Health to establish a Viral Incident Clinic in the Cascade City-County Health Department to provide access for patient evaluations during the COVID-19 pandemic *(Ref: Resolution 20-11).*

1.	**Motion to Approve or Disapprove:** ***Contract 20-27:*** Big Sky Civil & Environmental Inc. Professional Services Bid Proposal for the Franklin Avenue Overlay Project. Total Cost: $15,123	**Les Payne** **Interim Public Works Director**
2.	**Motion to Approve or Disapprove:** ***Contract 20-30:*** Keefe Commissary Network Bid Proposal for a Commissary Vendor at the Cascade County Adult Detention Center.	**Cory Reeves** **Undersheriff**
3.	**Motion to Approve or Disapprove:** ***Contract 20-33:*** United Materials Bid Proposal for the Sun Prairie Village Overlay Project. Schedule I Cost: $504,580.00 Schedule II Cost: $548,863.75	**Les Payne** **Interim Public Works Director**
4.	**Motion to Approve or Disapprove:** ***Resolution 20-12:*** A resolution postponing group events and facility rentals at ExpoPark, effective immediately through April 30, 2020.	**Carey Ann Haight** **Deputy County Attorney**
5.	**Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. *(MCA 2-3-103)***	
6.	**Adjournment.**	

March 24, 2020 **Resolution #20-08**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Prosecutorial Assistance**
INITIATED AND PRESENTED BY:	**Carey Ann Haight, Deputy County Attorney**
ACTION REQUESTED:	**Approval of Resolution 20-08**

BACKGROUND:

The Cascade County Attorney is in need of assistance with regard to the prosecution of a criminal case *State of Montana v. K. D.*, which the Cascade County Attorney's Office has a conflict of interest in which prevents it from acting in this instance.

The Cascade County Attorney's Office, pursuant to MCA § 44-4-111, typically refers conflict criminal matters to the training coordinator for county attorneys and the bureau chief of Prosecution Services Bureau (together with the deputies within said bureau) act as special counsel on request of the county attorney. However, as the City of Great Falls City Attorney's Office has provided prior conflict prosecution assistance to the Cascade County Attorney's Office with this defendant, the County Attorney's Office elected to first seek the assistance of the Great Falls City Attorney's Office. Mont. Code Ann. § 7-4-2401 (1) authorizes the County Attorney to appoint as many deputies or assistants as may be necessary for the faithful and prompt discharge of the duties of the office. The City Attorney's Office has agreed, after consultation, to accept appointment with regard to this matter.

Cascade County will bear costs associated with the prosecution, but not attorney fees.

RECOMMENDATION: Approval of Resolution 20-08

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-08 authorizing the appointment of Joe Cik as a special prosecutor from the Great Falls City Attorney's Office in the matter of *State of Montana v. K. D.*

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-08 authorizing the appointment of Joe Cik as a special prosecutor from the Great Falls City Attorney's Office in the matter of *State of Montana v. K. D.*

BEFORE THE BOARD CASCADE COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

RESOLUTION 20-08

Whereas, due to a conflict, the Cascade County Attorney has requested prosecutorial assistance the in the case of *State of Montana v. K. D.*; and

WHEREAS, it is desired and deemed appropriate that a special deputy county attorney be appointed to assist in the prosecution of the aforementioned case, and

WHEREAS, Mont. Code Ann. § 7-4-2401 (1) authorizes each officer to appoint as many deputies or assistants as may be necessary for the faithful and prompt discharge of the duties of the office; and,

WHEREAS, the Cascade County Attorney's Office has consulted with the Great Falls City Attorney's Office for assistance in the above cause of action and the Great Falls City Attorney's Office has consented to providing such assistance;

It Is Hereby Resolved:

That Joe Cik, City Prosecutor with the Great Falls City Attorney's Office shall be hereby appointed as a special deputy county attorney for Cascade County for the purpose of assisting in the prosecution of the aforementioned case.

It is Further Resolved:

That under the terms of this agreement, no fee will be charged for attorney time provided by the Great Falls City Attorney's Office. Witness fees and expenses, jury costs, attorney travel and lodging at Cascade County approved rates, and other normal costs associated with trial will be the County's responsibility as with all other prosecutions.

Dated this _____ day of _____, 2020

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

Attest

_____
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.

March 24, 2020 **Resolution 20-09**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Resolution 20-09 Budget Appropriation LiveScan Fingerprint Machine**
INITIATED AND PRESENTED BY:	**Shanna Bulik-Chism - Administrator Cascade County Juvenile Detention Center**
ACTION REQUESTED:	**Approval of Budget Appropriation**

BACKGROUND:
The Cascade County Juvenile Detention Center purchased a LiveScan Fingerprint machine in May of 2019 to move the fingerprinting of juveniles from the Adult Detention Center to the Juvenile Detention Center. Due to unforeseen circumstances on the part of the manufacturer and the Montana Department of Justice, the LiveScan was not received in the FY19 Fiscal Year. The LiveScan was received in February 2020, and as such a budget re-appropriation of $13,807 from the prior year is needed. As such the JDC is requesting a budget amendment to increase expenditures in the amount of 13,870 in Fund 2870 with said expense being offset by additional revenues from secure detention for Out of Region Youth.

RECOMMENDATION: Approval of Resolution 20-09.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-09, budget appropriation in the amount of $13,870 to Fund 2870 for the Cascade County Juvenile Detention Center LiveScan fingerprint machine.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-09, budget appropriation in the amount of $13,870 for the Cascade County Juvenile Detention Center LiveScan fingerprint machine.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
JUVENILE DETENTION CENTER

RESOLUTION 20-09

WHEREAS, Cascade County operates the Juvenile Detention Center which provides services throughout the region for youth involved in the court system; and

WHEREAS, the JDC purchased equipment to scan fingerprints for youth served by the Great Falls facility instead of having to continue using the Adult Detention Center which enhances the safety and efficiency of both facilities; and

WHEREAS, the equipment had to be programmed and certified by the State of Montana Department of Justice prior to being installed and operational at the JDC facility, which was completed recently; and

WHEREAS, the equipment was budgeted and paid for in May of 2019 as a prepaid expenses; and

WHEREAS, the equipment received now has to be expensed for FY2020, which requires reappropriation of $13,807 from the prior fiscal year; and

WHEREAS, a budget amendment is necessary to increase expenditures in the amount of $13,807 in Fund 2870 with said expense being offset by additional revenues from fees generated by Out of Region Youth charges for services attribued to increased usage of the JDC; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 24th Day of March, 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
JAMES L. LARSON, CHAIRMAN

_____
JANE WEBER, COMMISSIONER

_____
JOE BRIGGS, COMMISSIONER

ATTEST:

_____
CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Attachment A

Date: 3/11/2020

To: Cascade County Board of Commissioners

Program Name: JDC

CFDA #

Contract #

Responsible Department: Cascade County JDC

Prepared by: Dawn Daily/Shanna Bulik-Chism

Please approve the following budget changes:

	Fund	Dept	Function	Account	Budgeted Amount	Increase (Decrease)	Amended Budget
Expenses							
Acct #	2870	232	B0250	900.940	$ -	$ 13,807	$ 13,807
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
					$ -	13,807	13,807
Revenues							
Acct #	2870	232	34.2074		$ 305,500	$ 13,807	$ 319,307
Acct #					$ -	$ -	$ -
					$ 305,500.00	$ 13,807	$ 319,307.00

Explanation of budget changes:
The Finger Print Machine was purchased in the prior fiscal year but not booked as an expense - per accounting rules- until FY20 and budget authority is needed to correctly account for the expense of the asset.

Changes authorized by:

Shanna Bulik Chism 3/10/2020
Department Head Signature or Elected Official Signature — Date

Mary Embleton 3/12/2020
Mary Embleton, Budget Officer — Date

Shanna Bulik-Chism
Print Name

Budget Performance Report

Fiscal Year to Date 03/12/20
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund **2870 - Juv Det Center**										
REVENUE										
Department **000 - Revenue**										
38										
38.3065	Transfer from Perm Levy	122,232.00	.00	122,232.00	.00	.00	61,116.00	61,116.00	50	116,928.00
	38 - Totals	$122,232.00	$0.00	$122,232.00	$0.00	$0.00	$61,116.00	$61,116.00	50%	$116,928.00
	Department **000 - Revenue** Totals	$122,232.00	$0.00	$122,232.00	$0.00	$0.00	$61,116.00	$61,116.00	50%	$116,928.00
Department **232 - Youth Detention/Shelter**										
33										
33.4000	State Grants	9,300.00	.00	9,300.00	.00	.00	6,200.00	3,100.00	67	8,525.00
	33 - Totals	$9,300.00	$0.00	$9,300.00	$0.00	$0.00	$6,200.00	$3,100.00	67%	$8,525.00
34										
34.2029	Electronic Monitoring	49,050.00	.00	49,050.00	.00	.00	21,695.00	27,355.00	44	36,420.00
34.2060	Youth Detention-Other	690,000.00	.00	690,000.00	.00	.00	341,346.02	348,653.98	49	676,622.97
34.2062	Other Cty-Long Term Det.	265,550.00	.00	265,550.00	.00	.00	101,520.00	164,030.00	38	278,005.00
34.2065	Charges for Services (Gen Govn)	30,000.00	.00	30,000.00	.00	.00	19,505.00	10,495.00	65	38,960.00
34.2066	Travel Revenue	34,000.00	.00	34,000.00	.00	.00	22,049.20	11,950.80	65	34,019.99
34.2067	BIA Funds	375,060.00	.00	375,060.00	.00	.00	109,098.00	265,962.00	29	295,865.00
34.2068	U.S.D.A. Reimbursement	35,774.00	.00	35,774.00	.00	.00	23,334.46	12,439.54	65	31,568.77
34.2069	Federal Agencies	20,738.00	.00	20,738.00	.00	.00	.00	20,738.00	0	12,777.40
34.2070	School Billing	74,000.00	.00	74,000.00	.00	.00	24,145.00	49,855.00	33	60,455.00
34.2074	Out of Region Long Term	305,500.00	.00	305,500.00	.00	.00	359,180.00	(53,680.00)	118	347,095.00
34.2075	MBCC Grant Reimbursement	131,876.00	.00	131,876.00	.00	.00	131,876.00	.00	100	133,032.00
34.3300	Other Charges for Service	6,500.00	.00	6,500.00	.00	.00	3,654.95	2,845.05	56	7,907.76
	34 - Totals	$2,018,048.00	$0.00	$2,018,048.00	$0.00	$0.00	$1,157,403.63	$860,644.37	57%	$1,952,728.89
36										
36.2000	Miscellaneous Revenues	1,900.00	.00	1,900.00	.00	.00	8.89	1,891.11	0	1,895.39
36.5000	Donations	1,100.00	.00	1,100.00	.00	.00	1,350.00	(250.00)	123	950.00
	36 - Totals	$3,000.00	$0.00	$3,000.00	$0.00	$0.00	$1,358.89	$1,641.11	45%	$2,845.39
	Department **232 - Youth Detention/Shelter** Totals	$2,030,348.00	$0.00	$2,030,348.00	$0.00	$0.00	$1,164,962.52	$865,385.48	57%	$1,964,099.28
	REVENUE TOTALS	$2,152,580.00	$0.00	$2,152,580.00	$0.00	$0.00	$1,226,078.52	$926,501.48	57%	$2,081,027.28
EXPENSE										
Department **232 - Youth Detention/Shelter**										
Function **B0250 - Youth Detention**										
100										
100.110	Salaries & Wages	1,098,268.00	.00	1,098,268.00	.00	.00	690,356.85	407,911.15	63	1,064,741.93
100.120	Overtime	70,000.00	.00	70,000.00	.00	.00	61,897.04	8,102.96	88	73,844.01
100.130	Termination Pay	6,000.00	.00	6,000.00	.00	.00	855.25	5,144.75	14	7,583.11
100.140	Employer Contributions	387,350.00	.00	387,350.00	.00	.00	256,246.41	131,103.59	66	390,856.49
100.146	Union Pensions	.00	.00	.00	.00	.00	.00	.00	+++	221.41
	100 - Totals	$1,561,618.00	$0.00	$1,561,618.00	$0.00	$0.00	$1,009,355.55	$552,262.45	65%	$1,537,246.95

Budget Performance Report

Fiscal Year to Date 03/12/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	**2870 - Juv Det Center**									
EXPENSE										
Department	**232 - Youth Detention/Shelter**									
Function	**B0250 - Youth Detention**									
200										
200.210	Office Supplies	7,000.00	.00	7,000.00	.00	.00	2,653.43	4,346.57	38	5,443.25
200.220	Operating Supplies	31,000.00	.00	31,000.00	56.20	2,215.16	26,318.07	2,466.77	92	32,914.57
200.222	Food	45,000.00	.00	45,000.00	2,353.54	.00	30,326.38	14,673.62	67	37,467.64
200.225	Clothing & Uniforms	7,000.00	.00	7,000.00	.00	.00	1,389.34	5,610.66	20	9,175.97
200.228	Other Operating Supplies	10,500.00	.00	10,500.00	.00	.00	2,566.02	7,933.98	24	12,677.98
200.230	Repair & Maint. Supplies	.00	.00	.00	.00	.00	.00	.00	+++	10.50
200.238	Gas & Oil	125.00	.00	125.00	.00	.00	20.00	105.00	16	82.34
200.260	Other Operating Supplies	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	.00
200.264	Cleaning & Laundry	800.00	.00	800.00	11.99	.00	215.63	584.37	27	511.86
	200 - Totals	$116,425.00	$0.00	$116,425.00	$2,421.73	$2,215.16	$63,488.87	$50,720.97	56%	$98,284.11
300										
300.311	Postage	600.00	.00	600.00	.00	.00	427.78	172.22	71	599.60
300.320	Printing & Typing	500.00	.00	500.00	.00	.00	77.00	423.00	15	328.40
300.341	Electric	28,000.00	.00	28,000.00	.00	.00	17,764.47	10,235.53	63	27,883.20
300.342	Water & Sewer	8,700.00	.00	8,700.00	.00	.00	3,588.62	5,111.38	41	7,706.62
300.343	Telephone	8,000.00	.00	8,000.00	.00	523.50	4,743.23	2,733.27	66	7,639.13
300.344	Heating Fuel	4,000.00	.00	4,000.00	831.94	.00	3,837.36	162.64	96	4,160.21
300.345	Sanitation	1,900.00	.00	1,900.00	145.00	490.54	1,096.10	313.36	84	1,718.86
300.346	Other Utility Services	.00	.00	.00	.00	67.23	337.83	(405.06)	+++	.00
300.347	Cable T.V.	900.00	.00	900.00	.00	.00	682.26	217.74	76	812.38
300.348	Cell Phone Costs	571.00	.00	571.00	.00	.00	362.81	208.19	64	610.98
300.349	Internet Costs	1,600.00	.00	1,600.00	.00	129.99	1,033.51	436.50	73	1,439.88
300.350	Professional Services	68,000.00	.00	68,000.00	2,302.25	2,084.61	35,902.21	30,013.18	56	53,086.89
300.370	Travel	4,000.00	.00	4,000.00	.00	.00	3,059.06	940.94	76	6,183.75
300.374	Mileage County Vehicles	40,000.00	.00	40,000.00	.00	.00	28,214.00	11,786.00	71	45,468.00
300.380	Training Services	6,800.00	.00	6,800.00	.00	.00	1,503.24	5,296.76	22	5,622.45
300.390	Other Purchased Services	2,900.00	.00	2,900.00	.00	.00	.00	2,900.00	0	2,309.14
	300 - Totals	$176,471.00	$0.00	$176,471.00	$3,279.19	$3,295.87	$102,629.48	$70,545.65	60%	$165,569.49
500										
500.510	Insurance	15,859.00	.00	15,859.00	.00	.00	15,858.92	.08	100	16,444.40
500.513	Liability Insurance	21,505.00	.00	21,505.00	.00	.00	21,504.48	.52	100	20,592.00
500.530	Rental	23,930.00	.00	23,930.00	1,258.16	.00	12,201.56	11,728.44	51	20,890.90
500.592	City Assessments	4,100.00	.00	4,100.00	.00	.00	4,069.41	30.59	99	4,066.50
	500 - Totals	$65,394.00	$0.00	$65,394.00	$1,258.16	$0.00	$53,634.37	$11,759.63	82%	$61,993.80
	Function **B0250 - Youth Detention** Totals	$1,919,908.00	$0.00	$1,919,908.00	$6,959.08	$5,511.03	$1,229,108.27	$685,288.70	64%	$1,863,094.35

Budget Performance Report

Fiscal Year to Date 03/12/20
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	**2870 - Juv Det Center**									
EXPENSE										
Department	**232 - Youth Detention/Shelter**									
Function	**L1025 - Transfers to Other Funds**									
800										
800.820	Transfers to Other Funds	216,847.00	.00	216,847.00	.00	.00	216,847.00	.00	100	800,000.00
	800 - Totals	$216,847.00	$0.00	$216,847.00	$0.00	$0.00	$216,847.00	$0.00	100%	$800,000.00
Function	**L1025 - Transfers to Other Funds** Totals	$216,847.00	$0.00	$216,847.00	$0.00	$0.00	$216,847.00	$0.00	100%	$800,000.00
Department	**232 - Youth Detention/Shelter** Totals	$2,136,755.00	$0.00	$2,136,755.00	$6,959.08	$5,511.03	$1,445,955.27	$685,288.70	68%	$2,663,094.35
Department	**465 - Public Works Dept. - Maintenance**									
Function	**B0220 - Public Works Maintenance**									
200										
200.230	Repair & Maint. Supplies	10,000.00	.00	10,000.00	53.50	1,737.06	4,433.38	3,829.56	62	12,049.98
	200 - Totals	$10,000.00	$0.00	$10,000.00	$53.50	$1,737.06	$4,433.38	$3,829.56	62%	$12,049.98
300										
300.350	Professional Services	.00	.00	.00	.00	.00	.00	.00	+++	453.67
300.360	Repair & Maint. Services	10,000.00	.00	10,000.00	485.50	(88.00)	7,550.44	2,537.56	75	14,324.80
	300 - Totals	$10,000.00	$0.00	$10,000.00	$485.50	($88.00)	$7,550.44	$2,537.56	75%	$14,778.47
900										
900.940	Machinery & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	9,854.00
	900 - Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$9,854.00
Function	**B0220 - Public Works Maintenance** Totals	$20,000.00	$0.00	$20,000.00	$539.00	$1,649.06	$11,983.82	$6,367.12	68%	$36,682.45
Department	**465 - Public Works Dept. - Maintenance** Totals	$20,000.00	$0.00	$20,000.00	$539.00	$1,649.06	$11,983.82	$6,367.12	68%	$36,682.45
	EXPENSE TOTALS	$2,156,755.00	$0.00	$2,156,755.00	$7,498.08	$7,160.09	$1,457,939.09	$691,655.82	68%	$2,699,776.80
Fund	**2870 - Juv Det Center** Totals									
	REVENUE TOTALS	2,152,580.00	.00	2,152,580.00	.00	.00	1,226,078.52	926,501.48	57%	2,081,027.28
	EXPENSE TOTALS	2,156,755.00	.00	2,156,755.00	7,498.08	7,160.09	1,457,939.09	691,655.82	68%	2,699,776.80
Fund	**2870 - Juv Det Center** Totals	($4,175.00)	$0.00	($4,175.00)	($7,498.08)	($7,160.09)	($231,860.57)	$234,845.66		($618,749.52)
	Grand Totals									
	REVENUE TOTALS	2,152,580.00	.00	2,152,580.00	.00	.00	1,226,078.52	926,501.48	57%	2,081,027.28
	EXPENSE TOTALS	2,156,755.00	.00	2,156,755.00	7,498.08	7,160.09	1,457,939.09	691,655.82	68%	2,699,776.80
	Grand Totals	($4,175.00)	$0.00	($4,175.00)	($7,498.08)	($7,160.09)	($231,860.57)	$234,845.66		($618,749.52)

Trial Balance Listing

Through 03/04/20
Detail Balance Sheet Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund **2870 - Juv Det Center**						
101.000	Cash	478,461.16	1,490,114.64	1,504,595.43	463,980.37	396,914.56
103.000	Petty Cash	300.00	.00	.00	300.00	300.00
122.000	Accounts Receivable	94,785.14	.00	92,840.14	1,945.00	.00
123.000	A/R Revenue Accrual	108,440.52	.00	108,440.52	.00	.00
141.000	Prepaid Expense	13,806.99	.00	.00	13,806.99	.00
202.000	Accounts Payable	(12,174.92)	603,740.05	591,565.13	.00	(2,566.25)
206.000	Payroll Accrual	(55,824.63)	603,690.56	547,865.93	.00	.00
206.100	Fed Taxes Payable	.00	249,187.52	261,573.42	(12,385.90)	.00
206.200	Benefits Payable	.00	80,763.74	81,531.89	(768.15)	(9,108.28)
206.206	Worker's Comp Payable	.00	11,150.61	28,571.54	(17,420.93)	.00
206.208	MT Unemployment Payable	.00	.00	648.59	(648.59)	.00
206.300	Deductions Payable	.03	104,168.45	109,604.41	(5,435.93)	(425.68)
206.310	PERS Payable	.00	39,059.08	42,979.97	(3,920.89)	.00
211.000	Due to Other Funds	.00	69,772.64	105,517.34	(35,744.70)	.00
260.110	Committed Fund Balance	(209,698.70)	.00	.00	(209,698.70)	(209,698.70)
260.200	Assigned Fund Balance	(418,095.59)	.00	.00	(418,095.59)	(1,036,845.11)
	Fund Revenues	.00	108,440.52	1,334,519.04	(1,226,078.52)	(1,182,574.55)
	Fund Expenses	.00	1,519,418.34	69,252.80	1,450,165.54	2,044,004.01
	Fund **2870 - Juv Det Center** Totals	$0.00	$4,879,506.15	$4,879,506.15	$0.00	$0.00
	Grand Totals	$0.00	$4,879,506.15	$4,879,506.15	$0.00	$0.00

Cascade County Montana

Journal Report

Department	Number/ Status	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
202 - Clerk & Recorder					Move Fingerprint Reader to prepaid expense			
	2019-00006981 Posted	JE	GL	06/30/2019		dmckechnie/db		

G/L Date	G/L Account Number	Account Description	Description	Source	Debit Amount	Credit Amount
06/30/2019	2870 141.000	Prepaid Expense	Move Fingerprint Reader to prepaid expense	dmckechnie/db	13,806.99	
06/30/2019	2870-232-B0250 300.350	Professional Services	Move Fingerprint Reader to prepaid expense	dmckechnie/db		1,690.92
06/30/2019	2870-232-B0250 300.390	Other Purchased Services	Move Fingerprint Reader to prepaid expense	dmckechnie/db		75.00
06/30/2019	2870-232-B0250 900.940	Machinery & Equipment	Move Fingerprint Reader to prepaid expense	dmckechnie/db		12,041.07
			Number of Entries: 4		$13,806.99	$13,806.99

March 24, 2020 **Resolution 20-10**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	A resolution requesting Distribution of Bridge and Road Safety and Accountability Program Funds
INITIATED & PRESENTED BY	Les Payne, Interim Public Works Director
ACTION REQUESTED	Approval of Resolution 20-10

BACKGROUND

Sun Prairie Village including, but not limited to, Cleveland Drive, Eisenhower Avenue, Buchannan Street, 1st Street E, 1st Street W, Quincy Court, and Adams Boulevard. Preventative maintenance overlay, width and crown preservation treatments, of approximately 2.5 miles. Total MDT funds requested: $223,671.89. A 5% County match ($11,183.59) is required and has been budgeted from Road Services Raw Materials (2110-218-C0200-400.450).

RECOMMENDATION:

Approval of Resolution 20-10 requesting distribution of Bridge and Road Safety and Accountability Program Funds.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commissioners **APPROVE** Resolution 20-10, a resolution requesting Distribution of Bridge and Road Safety and Accountability Program Funds.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commissioners **DISAPPROVE** Resolution 20-10, a resolution requesting Distribution of Bridge and Road Safety and Accountability Program Funds.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

RE: A RESOLUTION REQUESTING DISTRIBUTION OF
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS **Resolution 20-10**

WHEREAS, the Bridge and Road Safety and Accountability Account requires the Montana Department of Transportation to allocate accrued funds to cities, towns, counties, and consolidated city-county governments for construction, reconstruction, maintenance, and repair of rural roads, city or town streets and alleys, bridges, or roads and streets that the city, town, county, or consolidated city-county government has the responsibility to maintain; and,

WHEREAS, a city, town, county, or consolidated city-county government that requests funds under the Bridge and Road Safety and Accountability Account must match each $20 requested with $1 of local government matching funds; and,

WHEREAS, a city, town, county, or consolidated city-county government requesting distribution of allocated funds may make such a request to the Department of Transportation between March 1 and November 1 of the year the funds were allocated; and,

WHEREAS, the project(s) to be funded is:

Sun Prairie Village including but not limited to Cleveland Drive, Eisenhower Avenue, Buchanan Street, 1st Street E, 1st Street W, Quincy Court and Adams Boulevard preventative maintenance overlay.

and,

WHEREAS, the local match for the allocated funds has been budgeted from

Road Services Raw Materials (2110-218-C0200-400.450)

THEREFORE, NOW BE IT RESOLVED THAT:

1. Cascade County requests distribution of its share of the allocated Bridge and Road Safety and Accountability funds to be used for the projects identified herein.

2. That the Commission hereby empowers and authorizes the Public Works Director to execute such further documents as may be necessary to facilitate the distribution of said funds.

Adopted this 24th day of March, 2020.

Board of County Commissioners
Cascade County, Montana

ATTEST:

James L. Larson, Chairman

Rina Fontana Moore, Clerk & Recorder

Jane Weber, Commissioner

Joe Briggs, Commissioner

* 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.

County Fuel Tax Allocations & History

(Originating from HB 473 in the 2017 Legislative Session)

County	2020	2019	2018
BEAVERHEAD	$164,775.83	$114,610.98	$53,854.13
BIG HORN	$150,102.09	$104,602.66	$49,302.12
BLAINE	$134,362.90	$94,236.92	$45,317.37
BROADWATER	$69,561.47	$48,022.95	$22,396.23
CARBON	$97,438.15	$67,848.98	$31,754.81
CARTER	$68,675.33	$47,651.53	$22,352.03
CASCADE	$223,671.89	$157,791.17	$72,755.82
CHOUTEAU	$156,352.62	$108,576.87	$51,009.70
CUSTER	$92,015.26	$64,273.62	$30,564.46
DANIELS	$56,676.68	$39,300.43	$18,535.11
DAWSON	$95,080.44	$66,662.45	$31,723.46
DEER LODGE	$43,333.59	$31,277.29	$14,889.13
FALLON	$55,647.32	$38,844.55	$18,338.68
FERGUS	$147,014.69	$102,433.90	$48,420.20
FLATHEAD	$553,813.64	$383,640.22	$179,739.44
GALLATIN	$389,003.63	$265,970.83	$122,987.74
GARFIELD	$100,873.68	$70,071.00	$32,998.65
GLACIER	$133,465.89	$92,761.14	$41,729.61
GOLDEN VALLEY	$37,402.99	$25,941.99	$12,207.36
GRANITE	$62,761.32	$43,853.53	$20,975.33
HILL	$151,180.02	$105,319.10	$49,614.09
JEFFERSON	$112,841.42	$78,083.68	$36,810.65
JUDITH BASIN	$68,860.72	$47,831.55	$22,446.52
LAKE	$200,443.56	$140,853.39	$66,020.87
LEWIS AND CLARK	$303,538.44	$212,171.68	$100,000.33
LIBERTY	$67,136.77	$46,608.25	$21,881.19
LINCOLN	$233,183.64	$161,292.92	$75,788.02
MADISON	$132,311.93	$90,324.33	$42,221.90
MCCONE	$74,971.98	$52,147.66	$24,466.29
MEAGHER	$55,606.79	$38,215.37	$17,940.31
MINERAL	$66,370.01	$46,002.43	$21,260.18
MISSOULA	$362,613.27	$253,580.32	$119,382.63
MUSSELSHELL	$64,976.68	$45,101.39	$21,110.46
PARK	$123,930.18	$85,812.11	$40,379.26
PETROLEUM	$41,622.59	$28,911.35	$13,527.56
PHILLIPS	$132,163.80	$91,818.18	$43,168.67
PONDERA	$78,613.24	$54,625.70	$25,917.93
POWDER RIVER	$75,647.36	$51,870.41	$24,767.70
POWELL	$77,363.94	$53,093.91	$25,015.82
PRAIRIE	$50,055.38	$34,789.21	$16,343.78
RAVALLI	$310,360.61	$215,427.05	$101,159.62
RICHLAND	$99,548.27	$69,313.29	$32,959.71
ROOSEVELT	$117,394.66	$81,896.55	$38,322.13
ROSEBUD	$131,997.64	$92,214.59	$43,422.27
SANDERS	$133,114.85	$92,342.06	$43,345.29
SHERIDAN	$85,108.99	$59,139.50	$27,898.79
SILVER BOW	$44,256.17	$30,701.20	$14,477.32
STILLWATER	$107,527.76	$74,515.95	$35,110.14
SWEET GRASS	$55,333.50	$38,350.76	$18,200.85
TETON	$110,185.20	$76,315.29	$35,868.01
TOOLE	$80,171.87	$55,614.16	$26,174.98
TREASURE	$24,588.02	$16,952.52	$7,983.72
VALLEY	$169,113.51	$117,425.94	$55,288.56
WHEATLAND	$40,494.01	$27,951.33	$13,117.29
WIBAUX	$33,164.01	$23,012.66	$10,872.62
YELLOWSTONE	$354,165.73	$242,532.05	$112,344.92
GRAND TOTALS	**$7,201,985.93**	**$5,000,530.85**	**$2,346,461.76**

March 24, 2020 **Contract #20-26**

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Memorandum of Understanding between Cascade County and Peak Health & Wellness Center for after hours emergency use of Bus Barn located at 1801 Benefis Court**

ACTION REQUESTED: **Approval Contract #20-26**

PRESENTED BY: **Kim Thiel-Schaaf, Aging Services Director**

SYNOPSIS:

Cascade County Aging Services was contacted by Peak Health & Wellness Center regarding entering into an agreement for access to our facility in the event of an emergency. This is part of their overall Emergency Evacuation Planning. The agreement is that Monday-Friday between 8 a.m. and 5 p.m., should there be an emergency at the Peak requiring facility evacuation, their patrons will come directly across Benefis Court an into the Aging Services main building for safe harbor. However, after 5 p.m. and on weekends, another arrangement needed to be made. As this is a County facility, the director worked with the County Civil Attorney to create a Memorandum of Understanding (MOU) between the County and the Peak to allow for them to be able to gain access to the Aging facility after hours, which is after 5 p.m. and all day on Saturday and Sunday. This MOU will allow the Peak to have a key to access the compound's gate and then they will be provided with either a key to the northeast walk-in door or the codes for the overhead doors on the Bus Barn garage. This will allow their patrons to gain access into the garage portion of the Bus Barn out of the weather, if needed, during an emergency evacuation of the Peak.

The agreement requires the Peak to maintain the key/codes in an envelope in a locked room and only access it should there be an emergent need to evacuate their facility. It further requires that they maintain insurance and name Cascade County as an additional insured for the duration of this agreement. There are no monetary commitments made by this agreement on the part of either party. The agreement will remain in place until it is modified or cancelled by either party.

RECOMMENDATION:

Staff has worked the Peak and the County Civil Attorney to arrive at the terms of this agreement and now recommends that the County Commission approve Contract 20-26.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-26 Memorandum of Understanding between Cascade County and Peak Health & Wellness Center for after-hours emergency access to the Bus Barn located at 1801 Benefis Court.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-26 Memorandum of Understanding between Cascade County and Peak Health & Wellness Center for after- hours emergency access to the Bus Barn located at 1801 Benefis Court.

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CONTRACT

20-26

MEMORANDUM OF UNDERSTANDING

FOR EMERGENCY USE OF COUNTY PROPERTY

This Memorandum of Understanding by and between Cascade County, 325 2nd Avenue North, Great Falls, MT 59401 and the Peak Health and Wellness Center, ("The Peak") 1800 Benefis Court, Great Falls, MT 50405, concerns the terms and conditions for The Peak to have emergency access and use of Cascade County's Aging Services Bus Barn ("Bus Barn"), located at 1801 Benefis Court, Great Falls, Montana.

WHEREAS, The Peak, in the case of an emergency, may need to evacuate its staff, members and guests from its facility; and

WHEREAS, The Peak has had an opportunity to visit and inspect the Bus Barn and determined it to be a conveniently located and safe space for The Peak to evacuate its staff, members and visitors to in the event of an emergency; and

WHEREAS, the Cascade County is willing, subject to the within terms and conditions, to authorize the Bus Barn as an emergency evacuation site for The Peak and its staff, members and guests;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Peak will:

   A. Ensure that the Bus Barn and surrounding County property is kept safe in the event of an emergency evacuation to the Bus Barn, including but not limited to the personal property which may be, from time to time, stored in the Bus Barn such as County vehicles.

   B. Ensure that its staff and personnel are properly trained and able to safely evacuate its staff, members and visitors from The Peak to the Bus Barn.

   C. Maintain the security key code used to enter the Bus Barn "after hours" and any additional gate and/or door keys in a sealed envelope in an locked room at The Peak and further ensure that the access codes and keys to and for the Bus Barn facility will only be utilized by front desk staff and/or management on duty to access the Bus Barn facility during an emergency.

   D. Return the Bus Barn (including any surrounding County property to the extent impacted) to its original condition, including cleaning any and all garbage, debris and waste, when the emergency has ceased.

   E. Provide and maintain its own insurance to cover claims by third parties and Cascade County, (including workers' compensation coverage for its own employees) for the duration of this MOU. The Peak shall name Cascade County as an additional insured for the duration of this MOU and shall provide proof of such insurance coverage and evidence of their liability coverage in amounts sufficient to protect Cascade County's property and interests upon request.

2. Modification and Amendment- This MOU may be modified or amended, in writing, by the mutual agreement of the parties

3. Termination – This MOU may be terminated by either party with ten days advance written notice.

4. Governing Law - This agreement shall be governed by the laws of the State of Montana. Venue for any litigation will be in Cascade County. The parties will bear their own attorney fees in any dispute.

5. Relationship of the Parties - Nothing contained in this MOU shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture, employer/employee, or other association between The Peak and County.

6. Assumption of Risk, Waiver and Indemnification - This MOU is expressly conditioned on The Peak, and all of its staff, members, visitors, agents, employees, assigns and third parties acting under this MOU assuming the risk of injury and waiving any right of action against County, its agencies, officials, agents, and employees for any economic or personal injury arising out of activities hereunder. This waiver shall extend to the heirs and assigns of The Peak and all of its staff, members, visitors, agents, employees, assigns and third parties while in the performance of activities under this MOU. The Peak shall be responsible for and shall defend, indemnify and hold the County its agencies, officials, agents, and employees harmless from, all claims and/or damages to persons and/or property resulting from its own negligent acts and omissions. The Peak shall defend, indemnify and hold harmless the County its agencies, officials, agents, and employees from any claims by The Peak staff, members and visitors arising out of The Peak's evacuation of said individuals under this MOU to the Bus Barn.

The Peak Health and Wellness Center:

John Boll, Director

STATE OF Montana)
:ss
County of Cascade)

This instrument was signed or acknowledged before me on this 8 day of January ~~2019~~ 2020 by John Boll.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

SHAY SPRING
Notary Public for the
State of Montana
Residing at GREAT FALLS, MT
My Commission Expires
October 14, 2021

~~(NOTARIAL SEAL)~~

Notary Public for the State of Montana
Residing at Great Falls MT
My Commission expires: 10/14/2021

Cascade County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

_____
Joe Briggs, Chairman

_____
Jim Larson, Commissioner

_____
Jane Weber, Commissioner

Attest

On this ___ day of _____ 2019, I hereby attest the above-written signatures of the Board of 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.

March 24, 2020 **Contract 20-28**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Firefighter Property Cooperative Agreement between Cascade County & Montana Department of Natural Resources & Conversation Forestry Division**
INITIATED & PRESENTED BY:	**Captain Scott Van Dyken** **Interim DES Coordinator**
ACTION REQUESTED:	**Approval of Contract 20-28**

BACKGROUND:
This cooperative agreement is entered between, Cascade County and the Montana Department of Natural Resources and Conversation (DNRC), Forestry Division. The State desires to use DOD Firefighter Property to be used for fire protection and emergency services.

TERM:	Five (5) Year Term - Expires 2025 Effective: Date of Last Signature
COST:	No Cost to the County
RECOMMENDATION:	Approval of Contract 20-28

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Contract 20-28, Firefighter Property Cooperative Agreement between Cascade County & Montana Dept. of Natural Resources & Conversation, Forestry Division.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-28, Firefighter Property Cooperative Agreement between Cascade County & Montana Dept. of Natural Resources & Conversation, Forestry Division.

CONTRACT
20-28

FIREFIGHTER PROPERTY (FFP) COOPERATIVE AGREEMENT

Between

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
FORESTRY DIVISION

And

CASCADE COUNTY

This cooperative agreement is entered into between, Cascade County hereinafter referred to as the COUNTY, and the Montana Department of Natural Resources and Conservation, Forestry Division, represented by and hereinafter referred to as the STATE:

WHEREAS, the STATE meets the requirements of the Department of Defense (DOD) Firefighter Property (FFP) program authorized under 10 U.S.C. § 2576b. And the STATE desires to pass DOD FFP that can be effectively used for fire protection and emergency services by COUNTY government or EFSO to the COUNTY or EFSO; and

WHEREAS on, _____, 20____, the COUNTY or EFSO agrees to accept the DOD FFP and agrees to abide by all regulations governing the possession of said property as stipulated by the STATE and/or the United States Department of Agriculture, by and through the Regional Forester, hereinafter referred to as the FOREST SERVICE.

NOW, THEREFORE, in consideration of the above, the parties mutually agree as follows:

THE STATE SHALL:

1. Facilitate the procurement of DOD FFP desired by the COUNTY or EFSO in accordance with the current STATE FFP Standard Operating Procedures Handbook.
2. Transfer conditional title to the property during the one (1) year period that property is conditionally transferred to the COUNTY or EFSO upon the physical receipt of the property by the COUNTY or EFSO.
3. Use the Federal Excess Property Management Information System (FEPMIS) to document the acquisition, location, in-service date, and disposal of property.

THE COUNTY or EFSO SHALL:

1. Hold title (where applicable) to and possession of property acquired by the COUNTY or EFSO under the DOD FFP program. All vehicles and trailers will bear the permanent Montana Agency (State-exempt) license plate.
2. Place all FFP into use within 1 year of receipt. Items that have been acquired and require reconfiguration, refurbishment, painting, maintenance or repair will be considered to have been "placed into use" as long as active steps are being taken to make them available for bona fide fire protection, disaster relief or emergency service requirements.
3. Ensure proper identification of said property as originating from the DOD FFP program by means of permanently marking the property's corresponding DOD property identification number in a clear and legible manner physically on the property.
4. Be solely responsible for the proper use, protection, maintenance and care of the property.
5. Provide access and the right to examine all records, books, papers or documents relating to said property to the STATE, FOREST SERVICE, or DOD.
6. Maintain adequate insurance to cover damages or injuries to persons or property relating to the use of the property. At a minimum Liability insurance will be maintained.
7. Assume the costs for property damage incurred by this property. The COUNTY or EFSO are solely responsible for and will assume the costs for any damage or personal injuries caused by the use, including, but not limited to, the improper, negligent, or wrongful use of the property acquired under this agreement.
8. Assure that all operators (where applicable) of property meet the minimum driver's license requirements per Montana State law.
9. Acknowledge and agree that any property acquired under this agreement carries no warranty, expressed or implied. The COUNTY or EFSO agrees that it shall make no claim against the STATE, The State of Montana, the FOREST SERVICE or the Federal Government based on any defect, whether apparent or not, in such acquired property.
10. Agree to indemnify, defend and hold the STATE and the FOREST SERVICE harmless from any claims, or causes of action arising out of the use or condition of the property acquired under this agreement.
11. Agree to permit and assist in the inventory and inspection of property acquired under this agreement by the STATE and/or FOREST SERVICE.
12. Keep FFP property for a minimum of five (5) years unless it is determined that the property is obsolete, uneconomical to repair, or destroyed. Disposal of FFP property before 5 years

must be approved by the STATE and documentation of disposal as outlined in the STATE SOP is required.

13. Dispose of FFP property in accordance with state and local laws that govern public property. Sales or gifting of property after the five-year mark in a manner inconsistent with state and local law may constitute grounds to deny future participation in the FFP program.
14. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported.
15. Comply with federal anti-discrimination statures; and when necessary, FOREST SERVICE will conduct investigations of complaints or conduct compliance reviews to ensure compliance with applicable provisions of the following national polices prohibiting discrimination:
    a. On the basis of race, color, or national origin,
    b. On the basis of age,
    c. On the basis of handicap.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. This MOA is executed as of the date of last signature. This agreement will expire at the end of five years unless extended by mutual agreement of the parties.
2. It will be the COUNTY's or EFSO's responsibility to receive, transport and allocate property acquired under this agreement.
3. A signed letter authorizing the COUNTY or EFSO to receive and/or retrieve DOD FFP will be provided to the COUNTY or EFSO by the STATE prior to the acquisition of said property.
4. Any information furnished to the FOREST SERVICE under this instrument is subject to the Freedom of Information Act ("FOIA") 5 U.S.C. § 552.
5. Property records will be managed in a concise and accurate order to provide timely and relevant information. Record retention requirements will be outlined in the FOREST SERVICE's Standard Operating Procedures.

CASCADE COUNTY

Date_____ _____

(Signature)

_____

(Title)

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Date_____ BY_____

(Land Office Area Manager)

Contract #20-

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 24th day of March 2020.

Attest

On this 24th day of March 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.**

March 24, 2020 **Contract #20-32**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Memorandum of Understanding COVID-19 Response with Securus Technologies**
INITIATED AND PRESENTED BY:	**Captain Keith Kaululaau Cascade County Sheriff's Office**
ACTION REQUESTED:	**Approval of Contract 20-32**

BACKGROUND:
The Cascade County Sheriff's Office seeks modification of the existing Securus Technology agreement given the current COVID-19 restrictions on inmate visitations. The modification provides for two (2) free calls per inmate per week (which are not subject to stockpiling). Further, for each phone call placed by an inmate, the County and Securus agree to reduce the cost of the calls by $0.05 cents per call, per minute of each call, to be deducted from compensation otherwise owed from Securus to the County. (Ref: Contract 19-156, R0377386).

RECOMMENDATION: Approval of Contract 20-32, Memorandum of Understanding COVID-19 Response with Securus Technologies.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Contract 20-32, Memorandum of Understanding COVID-19 Response with Secure Technologies.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-32, Memorandum of Understanding COVID-19 Response with Secure Technologies.

CONTRACT

20-32

Memorandum of Understanding
COVID-19 Response
Cascade County Detention Center (MT)

This Memorandum of Understanding ("MOU") is effective as of the last date of signature ("MOU Effective Date") and amends and supplements the current agreement for inmate communications services by and between Securus Technologies, LLC ("we," "us," or "Provider") and the Cascade County Detention Center ("you" or "Customer") (the "Agreement").

WHEREAS, Customer and Provider are parties to the Agreement and desire to temporarily amend the terms as stated herein;

WHEREAS, Customer has requested to make certain temporary changes to certain of Provider's systems in response to disruptions being caused by the spread of the COVID-19 Coronavirus, and Provider agrees to make such changes;

NOW, THEREFORE, as of the MOU Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term. This MOU is intended as a temporary amendment to the Agreement in response to disruptions being caused by the spread of the COVID-19 Coronavirus.[1] Accordingly, this MOU shall commence on the MOU Effective Date and shall remain in effect until terminated by either party (the "Term"). Either party may terminate this MOU at any time. In the event this MOU is terminated, the parties will coordinate in good faith regarding the process of reversing the changes contemplated by this MOU.

2. Changes to ITS Pricing and Billing. As soon as is practicable, during the Term of this MOU, Provider agrees to make the following changes to its pricing and billing procedures:

   a. We will provide two free phone calls per inmate per week, provided that, for any given account, if the free phone calls are not used during that week, the end user will not retain such free calls for that account whenever the next distribution of free phone calls occurs.

   b. For each free phone call provided and used pursuant to this MOU, Customer will assist Provider with bearing the cost by paying Provider $0.025 per minute of each such call, which will be deducted from compensation otherwise owed from Provider to Customer pursuant to the Agreement. Alternatively, or, in the event the compensation owed to Customer is less than Customer's cost of the free calls provided and used pursuant to this MOU, Customer may be sent an invoice, which will be due and payable within 30 days after the invoice date.

3. Status Update. On or about 30 days after the implementation of the changes described in this MOU, Provider and Customer will confer in good faith regarding the impact of these changes and to discuss any further suggested changes.

4. Additional Changes to Pricing and Billing. During the Term of this MOU, the parties agree that additional changes in addition to those described in Section 2 of this MOU may be made by mutual documented consent. Any such changes will terminate upon the termination of this MOU.

5. Except as expressly amended by this MOU, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

CUSTOMER:	PROVIDER:
Cascade County Detention Center	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
By: _____	By: _____
Name: _____	Name: Dennis J. Reinhold
Title: _____	Title: Senior Vice President and General Counsel
Date: _____	Date: _____

[1] Customer and Provider acknowledge and agree that Customer's visitation policy with respect to in-person visits is solely within Customer's discretion.

CONTRACT

RETURN TO COMMISSION

20-31.3

VIRAL INCIDENT CLINIC COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into effective upon signing by both parties, by and between CASCADE COUNTY, a political subdivision of the State of Montana, for the City-County Health Department, ("CCHD") and COMMUNITY HEALTH CARE CENTER, Inc., a nonprofit organization doing business as ALLUVION HEALTH, with its principal office at 601 1st Avenue North, Great Falls, Montana ("Alluvion").

RECITALS:

WHEREAS, the CCHD mission is to prevent disease and illness and promote healthy choices and deliver quality health care, and

WHEREAS, Alluvion's mission is to create and inspire healthier lives; and

WHEREAS, CCHD and Alluvion are established healthcare providers in Cascade County and provide quality health care to the County population; and

WHEREAS, Montana Governor Steve Bullock issued an executive order on Thursday, March 12, 2020, declaring a state of emergency to exist within the state of Montana related to COVID-19, commonly referred to as coronavirus; and

WHEREAS, Governor Bullock on Friday, March 13, 2020, announced that Montana has confirmed four (4) cases of coronavirus within the borders of Montana, in Gallatin, Yellowstone, Silver Bow and Broadwater counties; and

WHEREAS, Governor Bullock on Sunday, March 15, 2020 announced the closing of all schools in Montana and confirmed two additional cases of coronavirus within the borders of Montana, adding Missoula County; and

WHEREAS, the Montana Department of Public Health and Human Services (DPHHS), local health departments, health and medical departments and local jurisdictions have activated response plans and protocols to prepare for the arrival of the virus in Montana; and

WHEREAS, it is the desire of the parties to coordinate CCHD facilities and Alluvion services for a temporary Viral Incident Clinic to help alleviate the strain on the local health systems and streamline patient examinations, testing and investigations for DPHHS;

WHEREAS, it is the expressed intention of all parties that to the extent permitted by law, they shall be allowed to enter into this Agreement.

NOW, THEREFORE, the parties agree:

1. Incorporation of Recitals: The Recitals set forth above are incorporated into and shall constitute a material part of this Agreement.

R0385179 CAG
Total Pages: 7 R 0.00 By:mejohnson 03/19/2020 12:39:32 PM
Cascade County, Rina Ft Moore - Clerk & Recorder

2. Consideration: No funds will be transferred between CCHD and Alluvion in conjunction with this Agreement, as the good and valuable consideration is satisfied by the mutual assumptions of obligations herein. Additionally, the parties acknowledge that the terms of this Agreement shall have no effect or bearing with regard to the status of their relationship vis a vis any other agreements, understandings, or disputes of any kind or nature, which may otherwise contemporaneously exist between the parties.

3. Occupancy: CCHD hereby authorizes Alluvion's occupancy of the far NW corner of the CCHD building situated at 115 4th Street South, Great Falls, Montana. Specifically, patients will access Viral Incident Clinic through the staff entrance located on the North side of the building, just east of the main covered entranceway. Alluvion will utilize the two (2) offices immediately inside the entrance way as provider and employee workstations. Alluvion will set-up supplies and patient exam beds in up to four (4) exam rooms in that wing and utilize the nurse's station at the end of that hallway. Alluvion will utilize the third (3rd) office located in that corner of the facility as a waiting area. Alluvion occupancy spaces are more particularly set forth in the attached Exhibit A and hereinafter referred to collectively as the "Viral Incident Clinic".

   Occupancy shall also include the right to use, in common with CCHD, parking facilities; provided, however, that Alluvion shall use the parking facilities for their intended purposes so as not to unreasonably disrupt or interfere with the business and use of CCHD and their agents, employees, volunteer workers, and invitees. CCHD may, from time to time, implement reasonable rules and regulations to ensure orderly and equitable use of the parking area by Alluvion and their agents, employees, volunteer workers, and invitees.

4. Hours and Duration of Operation and Services: For purposes of this Agreement, Alluvion will staff the temporary Viral Incident Clinic from 7 a.m. – 6 p.m., Monday through Friday, to mirror the current hours of operation of CCHD. Alluvion will staff the Viral Incident Clinic on the weekends as well with prior CCHD written authorization. As part of the services provided, Alluvion shall ensure that it follows the CDC recommended guidelines and provides treatment for those patients needing after-testing care, as well as providing post-testing evaluations after 3 months' time. The parties hereto recognize and intend the Viral Incident Clinic to be temporary collaborative endeavor. As such either party may terminate this Agreement, without cause, upon 48 hours written notice to the other party and without penalty. Upon notice of termination of the Agreement, Alluvion shall have five (5) business days to fully evacuate the CCHD premises.

5. Equipment and Supplies: Alluvion will provide all office and medical supplies, equipment and furnishings necessary to accomplish the medical and related business operational tasks associated with the Viral Incident Clinic, except as specifically identified as a CCHD responsibility, including but not limited to charges for laundry/medical linens, any provisions of coffee/tea/water for staff or patients, and laboratory services. CCHD will provide daily janitorial services in accordance with CDC recommendations, as well as water, gas, heat, electricity, garbage (exclusive of medical waste) and management of the alarm system at the facility. Alluvion will supply all necessary copiers, printers, paper, ink, laptops and internet access via the existing internet pipeline previously utilized by Alluvion. Landline telephones will be provided for by CCHD in the event Alluvion cannot provide them on Alluvion's internet pipeline.

6. Insurance Coverages: CCHD will maintain insurance for damage or destruction of the Premises with fire and extended coverage at replacement value for all CCHD owned improvements and equipment. Alluvion may also obtain insurance, vandalism insurance, insurance for its own equipment or loss of business insurance as Alluvion deems appropriate. Any such insurance obtained shall be at the sole and exclusive expense of Alluvion. The CCHD will not be responsible for loss or damage to any equipment owned and used by Alluvion unless the loss occurs as a result of fire or flooding due to a building system failure.

   a. Additional Insurance. Alluvion shall, at Alluvion's sole expense, maintain in effect at all times during the term of the Agreement, insurance coverage with limits not less than those set forth below:

      1) Workers' Compensation Insurance, minimum limit as defined by statute and as same may be amended from time to time;

      2) Professional/Medical Malpractice/Errors and Omissions Insurance, minimum limit as defined by statute and as same may be amended from time to time;

7. Separate Storage, Equipment and Supplies: Except as otherwise agreed, Alluvion shall be required to obtain and utilize its own medical storage and/or refrigeration for use by Alluvion.

8. Use and Condition of the Viral Incident Clinic: Covenant Quiet Enjoyment: Alluvion shall use the Viral Incident Clinic for the exclusive purpose of providing limited clinical patient medical care specifically related to the screening, prevention and treatment for cases that present with appropriate symptoms under the current state of emergency presented by the COVID-19 pandemic. No other use of the premises, including but not limited to such other uses which duplicate services provided by CCHD, shall be permitted without prior written consent of CCHD. Alluvion shall maintain the premises in a clean, safe, and sanitary condition and good order. All areas will be kept in sanitary and good condition and be kept free of insects, rodents, vermin and other pests. Alluvion shall not use or permit any use of the premises, or any part thereof, which is in violation of any national, state, county or municipal law, ordinance or regulation.

   Alluvion acknowledge that CCHD occupies offices and space adjacent to the Viral Incident Clinic and Alluvion specifically authorizes CCHD to utilize the hallways and doors used by Alluvion at the convenience of CCHD.

9. Maintenance: CCHD will perform in accordance with CDC recommendations janitorial services for Alluvion. Notwithstanding the foregoing, Alluvion shall take good care of the Viral Incident Clinic and shall, at Alluvion's own cost and expenses, maintain the interior of the space in its present and existing condition, except for normal wear and use, during the period covered by this Agreement. Alluvion shall act to minimize any injury to persons or property and shall take all reasonable steps under the circumstances to mitigate any damages. Alluvion will provide CCHD with access to the Viral Incident Clinic when requested, and the CCHD will have the right to retain a complete set of keys.

Alluvion shall not commit or allow any waste of the Viral Incident Clinic. Upon the ending date or the date of the last extension term, if any, ends, whichever is later, Alluvion shall surrender the Viral Incident Clinic to CCHD in the same condition as existed on the beginning date of the Agreement, except for ordinary wear and tear.

10. Improvements and Installations: Alluvion is not authorized to make any improvements or physical or structural alterations or improvements to the Viral Incident Clinic without receiving the prior written consent of CCHD.

11. Signage: The parties acknowledge that the Viral Incident Clinic may require the use, erection or other construction of a sign. Any signs or advertising to be placed within or outside of the Premises shall be approved, in advance, by CCHD and provided by Alluvion. Upon termination of this Agreement, Alluvion must completely repair and restore any damage resulting from removing signs.

12. Indemnification: Each Party (the "Indemnitor") shall defend, hold harmless, and indemnify the other party and that other party's affiliates, and their owners, officers, employees, directors, and agents, and their respective successors and assigns (the "Indemnified Parties"), from and against all claims, liabilities, suits, actions, judgements, damages, consequential damages, losses, demands, obligations, deficiencies, costs and expenses, including, without limitation, attorney's fees, accountant's fees, costs of investigation, and other expenses of defending or prosecuting any actions or claims (collectively, the "Losses") made by third parties to the extent resulting from or attributable to the acts, error and/or omissions of the Indemnitor, or its employees, representatives, or agents arising out of ore related to this Agreement.

13. Subletting, Subleasing or Assignment: Alluvion shall have no right to sublet, sublease or assign this Agreement. In the event Alluvion shall attempt to sublet, sublease or assign any part or all of the Viral Incident Clinic without the prior written consent of CCHD, CCHD shall have the option to terminate this Agreement immediately.

14. Inspection of Premises: Alluvion acknowledges that its representatives have had sufficient access to the Viral Incident Clinic to conduct a full and complete inspection and investigation which has been accomplished prior to the execution of this Agreement. Accordingly, Alluvion accepts the Viral Incident Clinic on an "AS IS" condition and acknowledges that CCHD has not warranted the Viral Incident Clinic. CCHD represents to Alluvion that, to the best of its knowledge, there are no latent defects in the plumbing, electrical or structural components of the Viral Incident Clinic.

15. Surrender: Upon the expiration, eviction or other termination of this Agreement, Alluvion shall quit and surrender to CCHD the Viral Incident Clinic "broom-clean", in good order and condition, ordinary wear and damage excepted.

16. Holdover Occupancy: In the event Alluvion continues to occupy the Viral Incident Clinic after this Agreement has terminated, CCHD may, in addition to other remedies available to it at law or in equity, deem the parties to have entered into a month-to-month tenancy. Alluvion shall therefor pay CCHD monthly rent in the amount of $15/square foot/month. All payments of rent called for hereunder are due and payable on the first day of each month. If said rental

payments are not in the hands of CCHD on or before the 15th day of the month in which they are due, then, in that event, Alluvion shall pay an additional late fee. Alluvion shall pay an additional Fifty and no/100 Dollars ($50.00) per day for each day after the 15th day of the month that the rent is late as the late fee, up to a maximum of $500.

17. Time of Essence: Time shall be of the essence of this Agreement and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of CCHD in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.

18. Construction and Binding Effect: This Agreement shall be construed under the laws of the State of Montana. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and of all of the parties hereto shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.

19. Separability: If any provision of this Agreement shall be declared to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

20. Attorney Fees and Costs: In the event of any action to enforce the terms of this Agreement, the parties shall bear their own attorney fees, costs and expenses incurred.

21. Waiver: No waiver by any party of any provision of this Agreement shall be deemed to be a continuing waiver of that provision, or of any other provision hereof, or of any subsequent breach by the other party of the same or any other provision. A consent or approval to an act of the other party shall not be deemed to render unnecessary the obtaining of consent and approval for any subsequent act whether or not similar to the prior act consented to or approved.

22. Headings: The paragraph captions contained in this Agreement are for convenience only and shall not be considered as construing or interpreting any provision hereof.

23. Notice: Any notice hereunder shall be given in writing by serving the same upon the person to whom the notice is addressed either personally, by U.S. mail, or by private overnight carrier service, at the addresses set forth above, or such other address as may be furnished in writing by any party to the other. Receipt of any notice shall be the date of delivery if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or two (2) days from the date of postmark.

24. Entire Agreement: This Agreement constitutes the entire agreement between CCHD and Alluvion with respect to its subject matter and may only be modified, amended, or restated in writing signed by all the parties.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year written below.

CONTRACT
20-31

COMMUNITY HEALTHCARE CENTER, Inc.

By: _____
Trista Besich, CEO Alluvion Health

Date: 3/18/2020

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

Attest

On this 18th day of March, 2020 I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

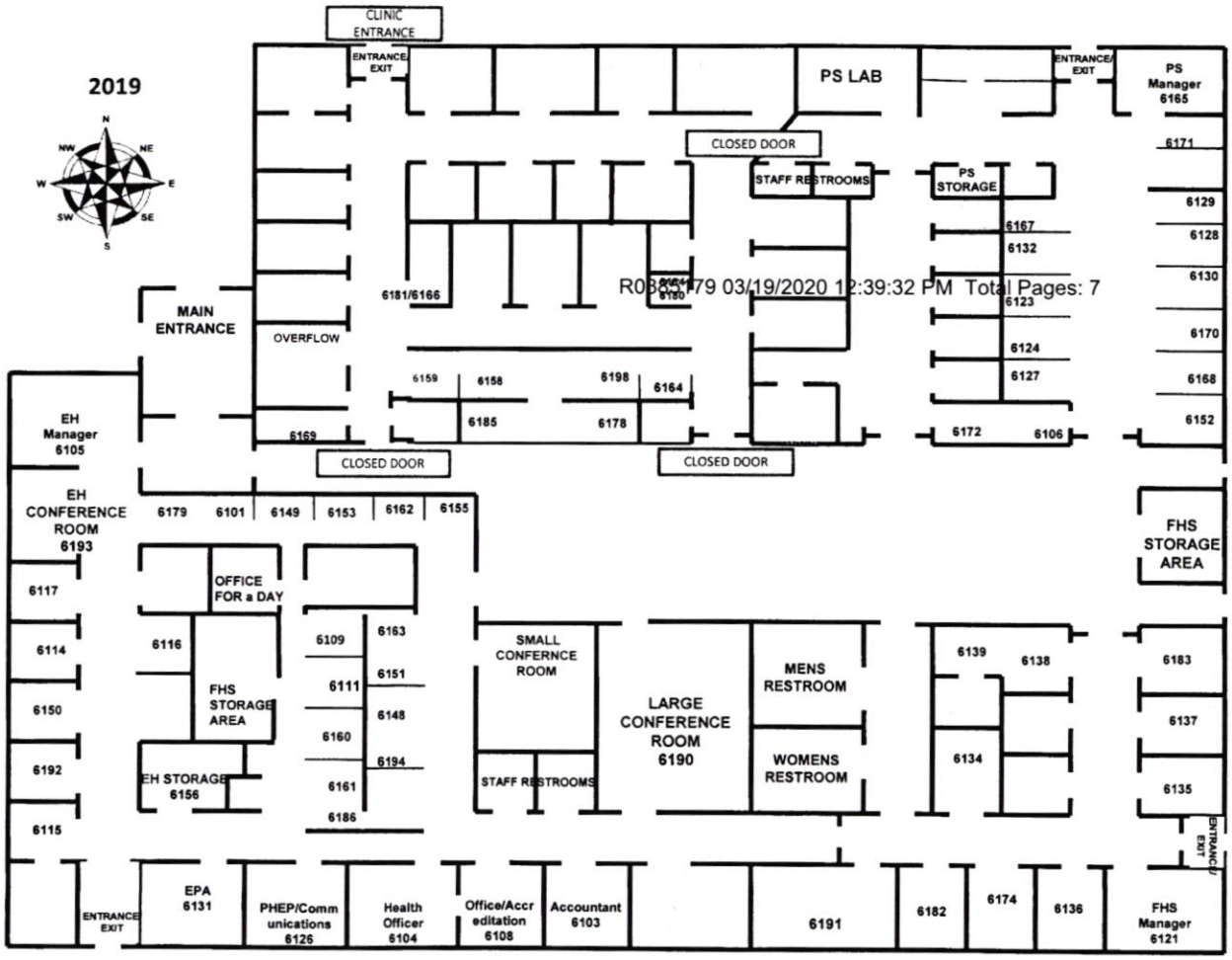
_____ by deputy
Cascade County Clerk and Recorder
(SEAL)

* 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.



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March 24, 2020 Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Award: Professional Services for the Franklin Avenue Overlay Project**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract 20-27**

PRESENTED BY: **Les Payne, Interim Public Works Director**

SYNOPSIS:
Cascade County Public Works Department is looking to begin a maintenance overlay project, for Franklin Avenue, for a total of 0.52 miles. Cascade County is looking for an engineering firm to contract the documents for bidding of the overlay maintenance project. Cascade County contacted Big Sky Civil & Environmental Inc of Great Falls, MT as they are pre-qualified to provide these services through the County's process. Due to the short notice and timeline of this project, BSC&E is able to complete the above work in a timely manner.

RECOMMENDATION:

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 20-27, proposal from Big Sky Civil & Environmental Inc. of Great Falls, MT, for the professional service's agreement, for the Franklin Avenue maintenance overlay project with a total cost of $15,123.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:
"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 20-27, proposal from Big Sky Civil & Environmental Inc. of Great Falls, MT, for the professional service's agreement, for the Franklin Avenue maintenance overlay project with a total cost of $15,123.00".

bsc&e BIG SKY CIVIL & ENVIRONMENTAL, INC

Big Sky Civil & Environmental, Inc.
1324 13th AVE SW
P.O. Box 3625
Great Falls, MT. 59403
406-727-2185 tel | 406-727-3656 fax
ENGINEERS ◊ PLANNERS ◊ LAND SURVEYORS ◊ ENVIRONMENTAL SPECIALISTS

Professional Services Proposal

CONTRACT
20-27

Date: January 21, 2020

Client: Mr. Les Payne
Cascade County
Public Works Director

Address: 279 Vaughn S. Frontage Road
Great Falls, MT 59404

Project: **Franklin Ave. – Preventative Maintenance Overlay Engineering Services**

Thank you for allowing BSCE to provide this proposal for the development of contract documents for the bidding of the Franklin Ave. preventative maintenance overlay, existing approach connections, seal & cover, and pavement markings project.

Anticipated Scope of Work

Field Survey:

The field survey will include collecting data on the existing centerline, existing edge of asphalt, and existing approach connections. There are several approaches connecting with some having concrete and asphalt surfacing. The approaches will have to be detailed to assure appropriate connections can be made. Areas of disrepair requiring additional or specialized treatments will be identified and noted during the topographic mapping. Survey data will be utilized in plan preparation to develop alignments, special treatments, and quantity estimations.

Design & Quantity Computations:

Plan Horizontal Alignment – Best fit horizontal alignment to establish plan stations and overall length. Franklin Avenue's alignment is straight.

Typical Section – Review overlay depth uniformity and crown analysis to preserve/correct roadway cross slope to shed runoff adequately.

Width Preservation Analysis – Determine existing roadway width and provide treatment, where practical, to preserve overall width with shoulder gravel/base widening.

Leveling Course/Patching/Cold Milling – Identify all pre-overlay leveling, patching, cold milling, or other additional treatments necessary prior to placement of the plant mix overlay.

Quantity Computations – Calculate quantities (shoulder gravel, plant mix. bit. surfacing, seal & cover, misc. work).

Contract Documents:

Cover Sheet – Vicinity map, project limits, notes, basis of plan quantities, survey control, and centerline coordinate table.

Quantity Summary – Plant mix, shoulder gravel, seal, cover, mobilization, traffic control, pavement markings, and misc. items.

Typical Section & Details – Plant mix depths, widths, widening treatments, special treatments, and crown.

Plan View – Plan sheets with horizontal alignment, stationing, begin/end mill connections, pavement marking stations, and special treatment stations.

Bid Forms & Specifications – Develop standard bid forms, MPWSS modifications, and special provisions.

Final Plans Review – Quality control final plan review

Engineer's Estimate – Develop engineer's opinion of probably cost.

Final Contract Documents – Produce final contract documents to advertise for bids.

Construction Services:

Bidding – Aid Cascade County in advertisement for bid and distribution of bid packages.

Contractor Q & A – Answer any questions contractors may have while preparing the bid.

Bid Opening – Attend bid opening

Stake Ref. Stations – Provide reference stakes and stationing at intervals of 100 feet for use in construction.

Contract Administration – Review submittals and payment applications.

Construction Inspection – On-site spot inspection and testing during plant mix overlay placement.

Final Walkthrough – Perform final walkthrough with Cascade County for completion.

Schedule:

BSCE anticipates completing the field survey within 5-7 business days after notice to proceed, assuming there is not substantial snow coverage or extreme cold. After completion of the field survey, it is anticipated design and contract documents can be developed within 2-4 weeks.

Estimated Costs:

Attached is a cost estimate based on the scope of work detailed herein.

Please let me know if you have any questions, or need any additional information.

Thank you,

Mark Leo

Mark Leo, ES
Big Sky Civil & Environmental, Inc.

Acceptance:

By:_____

Date:_____

Signature:_____

Preventative Maintenance Engineering & Construction Services

Franklin Ave. (LRR to 13th St. So.)
1/20/2020

ESTIMATED MANHOURS - COSTS AND REIMBURSABLES

ENGINEERING & SURVEY TASK	Project Manager	Project Engineer	Survey Crew(2-man)	Survey Crew(1-man)	Survey Technician	CADD Technician	Materials Technician	Clerical	Totals
Rate	*$105.00*	*$85.00*	*$225.00*	*$135.00*	*$74.00*	*$78.00*	*$65.00*	*$40.00*	
Preliminary Coordination, Research & Field Review									
Initial Coordination	2								$ 210.00
Preliminary Planning	2								$ 210.00
Misc. Meetings	2								$ 210.00
Utility Locate					1				$ 74.00
									$ -
Limited Site Survey									
Load Equipment/Travel					1				$ 74.00
Pre-Survey Walkthrough	3								$ 315.00
Topographic Survey				8	3				$ 1,302.00
Travel/Unload/Transfer Data					1				$ 74.00
Mapping						8			$ 624.00
									$ -
									$ -
Develop Contract Documents									
Horizontal Alignment						1			$ 78.00
Existing Profile						1			$ 78.00
Typical Section & Milling Connections	1	1				4			$ 502.00
Cross Sections width preservation treat.	1					6			$ 573.00
Quantity Computations	8					2			$ 996.00
Preliminary Plans	2					6			$ 678.00
Preliminary Contract Documents		6							$ 510.00
Plans Review	4	2				2			$ 746.00
Final Plans/Specifications	2	4				16		6	$ 2,038.00
Engineers Estimate	2								$ 210.00
Final Plan Review/Pre-Advertise mtg.	2	2							$ 380.00
Constrution Services									
Bidding/Addenda	2	2							$ 380.00
Contractor Q & A	2	2							$ 380.00
Submittal Review		4							$ 340.00
Bid Opening/Award	2	2							$ 380.00
Stake Reference Stations				5	2				$ 823.00
Stake Milled Conn. & Special Treatments				2	2				$ 418.00
Contract Administration	1	4							$ 445.00
Spot Inspection	4								$ 420.00
Construction Testing/Reporting		2					12		$ 950.00
Miscellaneous Meetings/Coordination	2	2							$ 380.00
Final Walkthrough	2								$ 210.00
									$ -
									$ -
									$ -
Total Hours	46.0	33.0	0.0	15.0	10.0	46.0	12.0	6.0	
SUBTOTAL HOURLY	$4,830.00	$2,805.00	$0.00	$2,025.00	$740.00	$3,588.00	$780.00	$240.00	**$15,008.00**
Lab Tests - To be determined									
LAB TEST SUBTOTAL(+10%)									**$0.00**

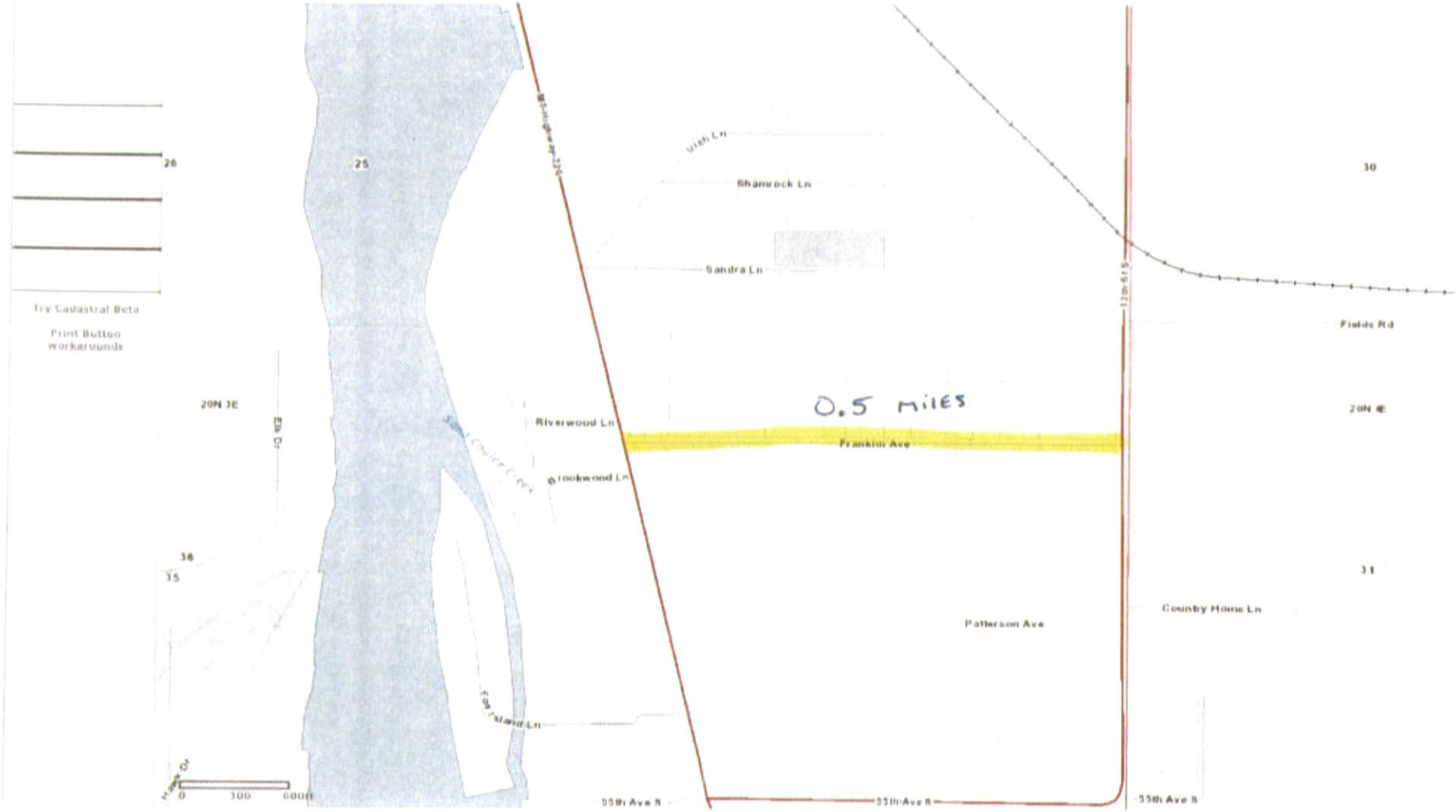
MISCELLANEOUS COSTS (out of pocket estimated)	
Mileage(6 mi. one way)	$65.00
Field Materials	$50.00
ATV	
Total Miscellaneous	**$115.00**
TOTAL ESTIMATE	**$15,123.00**

PRELIMINARY COST ESTIMATE - FRANKLIN AVE.

Project Number:	N/A	Prepared By:	BSCE
Project Name:	Franklin Ave.	Date:	January 21, 2020
UPN Number:		County:	Cascade
Project Length:	0.52 Miles	District:	N/A
Design Stage:		Type of Work:	PM

Item Number	Quantity	Description	Unit	Est. Unit Price Dollars	Amount Dollars	Bid Unit Price Dollars	Total Amount Dollars
	1	Sweep & Broom	Mile	$ 2,400.00	$ 2,400.00		
	1	Shoulder Prep	Mile	$ 5,250.00	$ 5,250.00		
	565	Cold Milling	SY	$ 27.50	$ 15,537.50		
	6730	Seal & Cover	SY	$ 2.25	$ 15,142.50		
	1121	Plant Mix 58-28 Commercial	TON	$ 79.00	$ 88,559.00		
	455.1	Emulsified Asphalt Tack	Gal	$ 9.00	$ 4,095.90		
	16	Pavement Markings	Gal	$ 85.00	$ 1,360.00		
	45	Patching/Leveling	TON	$ 245.00	$ 11,025.00		
	5000	Miscellaneous Items	EACH	$ 1.00	$ 5,000.00		

Subtotal	$	140,719.90
Contingincy (10%)	$	14,071.99
Mobilization (@12%)	$	16,886.39
Traffic Control (@10%)	$	14,071.99
TOTAL	**$**	**185,750.27**


Try Cadastral Beta
Print Button workarounds
26
25
30
20N 3E
Elk Dr
36
35
31
Shamrock Ln
Sandra Ln
Fields Rd
0.5 miles
Riverwood Ln
Franklin Ave
Brookwood Ln
Patterson Ave
Country Home Ln
East Island Ln
55th Ave S
0
100
600ft

March 24, 2020 **Agenda #2**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Contract 20-30** **Keefe Commissary Network Bid Proposal** **RFP for a Commissary Vendor** **Cascade County Adult Detention Center**
INITIATED & PRESENTED BY:	**Undersheriff Cory Reeves** **Cascade County Sheriff's Office**
ACTION REQUESTED:	**Approval of Contract 20-30**

BACKGROUND:
The Cascade County Sheriff's Office initiated a Request for Proposal (RFP) for Inmate Commissary Services at the Cascade County Detention Center, (County side only). Three bids were submitted and reviewed: Keefe Commissary Network, Turnkey Corrections and Summit. RFP requirements were published on the Cascade County Website (January 17, 2020). Notice of the RFP was placed in the Great Falls Tribune January 19, 2020 & January 26, 2020.

The Cascade County Sheriff Office RFP committee reviewed all three proposals and recommend Keefe Commissary Network as they received the highest rating.

RECOMMENDATION: Approval of Contract 20-30

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Contract 20-30, Keefe Commissary Network bid proposal for a Commissary Vendor at the Cascade County Adult Detention Center and instruct staff to complete the contract process.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-30, Keefe Commissary Network bid proposal for a Commissary Vendor at the Cascade County Adult Detention Center and instruct staff to complete the contract process.

CASCADE COUNTY SHERIFF'S OFFICE

Jesse Slaughter – Sheriff | Cory Reeves – Undersheriff

3800 Ulm North Frontage Road, Great Falls, Montana 59404 406.454.6820 cascadecountymt.gov

To: Undersheriff Reeves

From: RFP Committee

Subj: Vendor Selection

Sir, the RFP Committee consist of the following members; Captain Kaululaau, Lieutenant Grubb, Lieutenant Wilson, Officer Grunenwald and Diane Snyder. We have reviewed the 3 vendors (Keefe, Summit Food Services & Turnkey) using the requirements set forth in the RFP.

eefe was rated a 5, they are familiar with our facility, their presentation, explanation and proposal was very good, they have a good working relationship with Trinity. If selected the person running the commissary will already be trained and familiar with our facility layout. They have a good working relationship with Securus and Zuercher. Their commissary pricing is very reasonable and what we were looking for. The banking system is being used in Flathead County for 6 years and they like it.

Summit was rated a 3, very high-tech operation, offered more options other than commissary. Commissary prices were higher than we were looking for. Overall their presentation, explanation and proposal was okay.

Turnkey was rated a 2, their proposal was vague and commissary prices were higher than we were looking for. Overall their presentation, explanation and proposal were vague.

As the RFP committee we would like to recommend Keefe be awarded the commissary contract. Thank you.

CASCADE COUNTY SHERIFF'S OFFICE

Jesse Slaughter – Sheriff | Cory Reeves – Undersheriff

3800 Ulm North Frontage Road, Great Falls, Montana 59404 406.454.6820 cascadecountymt.gov

To: Undersheriff Reeves

Ref: Commissary RFP Ratings

Sir, the RFP Committee consist of the following members; Captain Kaululaau, Lieutenant's Grubb and Wilson, Officer Grunenwald and Inmate Account Coordinator Diane Snyder. We reviewed the 3 vendors proposals (Keefe, Summit Food Services & Turnkey) utilizing the requirements of the RFP. After careful consideration and discussion our recommendation for a commissary vendor is Keefe.

Keefe - 5

1. Conformance to the requirements of this solicitation – Keefe's presentation was the best of the 3 vendors in conforming to the requirements set forth in the RFP.
2. Qualifications and experience – Keefe is one of the largest commissary providers across the nation, and they have experience serving in a correctional setting. They currently work with both Securus and Zuercher at other facilities using their interface. There banking system is being used in Flathead County, 6 years no issues.
3. Capacity to perform the work – Keefe already has a working relationship with Trinity food services and if selected will have access to an employee on site to manage the commissary, they have knowledge of our facility and their shipping capabilities are within 1 – 2 days.
4. Costs – Keefe's cost are very reasonable compared to our current vendor, which is of the utmost importance because of our environment and culture.
5. References - Contacted and had nothing but good things to say about the product cost and delivery.
6. Past performance – Positive with good service on-site.

Summit Food Services - 3

1. Conformance to the requirements of this solicitation – Summits presentation was good, very high tech, but would have to make several changes to meet the needs of our office.
2. Qualifications and experience – Summit has the qualifications and experience in correctional settings, but we are not familiar with their products and their commissary prices are high. Unfamiliar with their banking system.
3. Capacity to perform the work – Summit would have to higher an employee get them trained, learn the layout of our facility, provide a mini warehouse for storage of return products off-site.
4. Costs – Prices on their products were higher than what we need to be offering our inmates.
5. References – Gave little feedback on their performance.
6. Past performance – None with our organization.

Turnkey - 2

1. Conformance to the requirements of this solicitation – Turnkey's presentation met the requirements of conformance to the RFP.
2. Qualifications and experience – Turnkey has the qualifications and experience of working in correctional settings, their commissary prices are also higher than what we need to offer our inmates. Unfamiliar with their banking system.
3. Capacity to perform the work – Turnkey would have to higher an employee, train the employee, house the employee, get storage space for return items off site.
4. Costs – Higher than what we need for our inmates.
5. References – Smaller facilities like them.
6. Past performance – None with our organization.

COMMISSARY RFP

I. EVALUATION OF PROPOSALS

Evaluation of proposals will be conducted by the Cascade County Board of Commissioners, the Cascade County Sheriff's Office, and the Cascade County Attorney's Office. In reviewing and evaluating proposals, Cascade County will use the following evaluation factors listed below in the order of their respective importance:

TURNKEY:

1. Conformance to the requirements of this solicitation:
Addendum required to be included was not.
Previous successful integration with Zuercher
Kiosk needs met -cash, check, kite, remote orders, PREA, MP3 download/charge, law library, mail,
2 week onsite training,
Answering service for after hours to on call staff

2. Qualifications and experience:
Established in 1997.
Introduced Kiosk system in 2003
Software system in 2008 - Proprietary software developed in-house
Services 150 jails.
Commissary for Alamosa, CO 2018 (175 ADP); Gallatin, MT 2010 (170 ADP); Lincoln, OR 2011 (161 ADP)

3. Capacity to perform the work:
Warehouses in Kansas City, Missouri, Fargo, N. Dakota, Salt Lake City
100+ employees
2 day lead time on orders shipped from Salt Lake City
Project Schedule 4 weeks; 2 weeks onsite training, 1 month remote training following go-live

4. Costs:
15% commission rate (RFP addendum says 20%)
Ramen .69
Pbutter .66
Aquafina 1.52
Thermals 6.11-6.72
Razor .47

5. References:
3 small facilities

6. Past performance:
None

KEEFE:

1. Conformance to the requirements of this solicitation:
Established 1975 selling coffee packets to Florida prison system.
Zuercher Interface no cost to county
13 page organizational history of company and software
Senior Staff JDs included

2. Qualifications and experience:
Nation's leading provider of food, personal care items, shoes, electronics and clothing
Servicing 2,300 federal, state, county and private facilities
Serves 630,000 inmates weekly and 14 of 18 outsourced state departments of corrections.
Flathead, L&C using Legacy software

3. Capacity to perform the work:
10,000 name-brand and private label products to all markets
In-house proprietary software acquired from others (Access Securepak 1997 Access Corrections 2007, Inmate Calling Solutions founded 2002/acquired 2010, Advanced Technologies Group founded 1991/2010,)
24/7 technical support
6-9 week implementation plan

4. Costs:
Agrees to 20% commission rate
Pbutter $3.23 18 oz jar
Thermals $7.34-$9.16
Razor .30

5. References:
Adams County, Colorado ADP 1265
Miami County, Ohio ADP 195
McKean County, PA ADP 80

6. Past performance:
None -cited prior work with Securus

SUMMIT:

1. Conformance to the requirements of this solicitation:
Addendum required to be included was not.

2. Qualifications and experience:
500+ facilities
Large facilities: Cook County, Shelby County, Jefferson Parish, Orleans Parish
70+ years corrections experience (combined)

Kevin Hyronemus Project Manager – 80 new commissary sites over last 4 years
Lockdown software owned by Tech Friends Inc. No development, RFP info provided
Lockdown software not used in Montana

3. Capacity to perform the work:
2,250+employees
On site Manager
24/7 Tech support
Implementation plan not well defined
Will keep additional inmate kiosks/tablets in facility for immediate replacement

4. Costs:
(RFP addendum says 20%)
15% commission on all commissary, snack cart and care pack sales
20% commission on all ramen sales from regular commissary sales
Ramen .68
Pbutter .80

5. References:
Weber County ADP 1058
Natrona County ADP 265 (2015)
Big Horn County ADP 61

6. Past performance:
Mike Cozart, VP Operations formerly with Aramark, etc.

March 24, 2020 Agenda #3

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Award: Sun Prairie Overlay Project, Schedule 1**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract 20-33**

PRESENTED BY: **Les Payne, Interim Public Works Director**

SYNOPSIS:

Cascade County Public Works Department hired Big Sky Civil & Environmental, Inc. to perform engineering services related to the planning, design and construction supervision of the reconstruction of schedule 1, of Sun Prairie Overlay. Schedule 1 consists of Sun Prairie Village including, but not limited to Cleveland Drive, Eisenhower Avenue, Buchanan Street, 1st Street East, 1st Street West, Quincy Court, and Adams Boulevard. This project consists of: A 0.2' thick plant mix overlay of approximately 2.5 miles of schedule 1, of Sun Prairie, and other miscellaneous work. Construction bid packet availability was published in the Great Falls Tribune on February 23, and March 1, 2020. Hard copies were available at the office of Big Sky Civil & Environmental, Inc. located at 1324 13th Ave SW, Great Falls, MT 59403. Sealed bids were due on Friday 13, 2020 at 1:00 pm in the Cascade County Commissioners Office. Bids were then publicly opened and read aloud. Two bids were provided, one from United Materials of Great Falls, MT, for $504,580.00, and one from MRTE, Inc of Great Falls MT, for $746,030.00.

RECOMMENDATION:

Big Sky Civil and Cascade County Staff reviewed the bid packets from United Materials, and MRTE Inc, both of Great Falls, recommends that the Board of County Commissioners award the contract to United Materials of Great Falls, MT, for Schedule 1 of Sun Prairie overlay, for a total cost of $504,580.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move Cascade County Commission **APPROVE** Contract 20-33 bid proposal from United Materials, to reconstruct Sun Prairie, Schedule 1 with a total cost of $504,580.00, and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"I move Cascade County Commission **DISAPPROVE** Contract 20-33 bid proposal from United Materials to reconstruct Sun Prairie, Schedule 1."

bsc&e | BIG SKY CIVIL & ENVIRONMENTAL, INC

CONTRACT
20-33

March 16, 2020

Mr. Leslie Payne, Interim PWD
Cascade County
279 Vaughn S. Frontage Road
Great Falls MT 59404

RE: Award Recommendation – Sun Prairie Village Overlay Project

Dear Mr. Payne,

Big Sky Civil & Environmental (BSCE) reviewed and considered the bid packages for the aforementioned project. We tabulated the bids and verified unit bid items and total costs. There were no mathematical errors, meaning the bid totals as read aloud during the 3/13/20 public bid opening were accurate.

Both bidders submitted their bids in accordance with the Project Manual requirements. Of the responsive bidders, United Materials of Great Falls, Inc. submitted the lowest bid at $504,580.00 for the Schedule I work. MRTE, Inc. issued the second lowest bid for Schedule I at $746,030.00.

BSCE contacted Montana's Department of Labor & Industry and found that, at the time of bidding, both bidders are properly registered and neither of the bidders are included on the debarred list of the Federal Excluded Parties List.

BSCE hereby recommends that award be made to United Materials of Great Falls, Inc. for the project. BSCE will prepare a Notice of Award for the County's signature following your review and concurrence. We will then formally issue the Award and the unsigned Agreement, together with a request that the Contractor sign the Agreement and obtain the required certificates of insurance, Payment Bond, and Performance Bond.

Attached hereto are the Certified Bid Tabulations and completed Bid Recorder's Sheet.

If you have any questions, please feel free to call us at (406) 727-2185.

Respectfully,

Kevin May, P.E.
Big Sky Civil & Environmental, Inc.

encl.

1324 13th Ave. SW | PO Box 3625 | Great Falls, MT 59403 | PH (406) 727-2185 | FAX (406) 727-3656
www.bigskyce.com

19DH - Sun Prairie Village Overlay Project

Engineer's Certification:

Date: 3/13/20

Schedule I

Item No.	Item	Est. Quantity	Unit	MRTE, Inc. Unit Price	MRTE, Inc. Total	United Materials of GF Unit Price	United Materials of GF Total
101	Mobilization	1	LS	$ 32,000.00	$ 32,000.00	$ 20,300.00	$ 20,300.00
102	Traffic Control	1	LS	$ 30,000.00	$ 30,000.00	$ 5,700.00	$ 5,700.00
103	AC Surfacing	5502	Ton	$ 103.00	$ 566,706.00	$ 73.50	$ 404,397.00
104	Emulsified Asphalt Tack	2193	Gal	$ 3.00	$ 6,579.00	$ 3.50	$ 7,675.50
105	SS Manhole Treatment	38	Ea	$ 750.00	$ 28,500.00	$ 325.00	$ 12,350.00
106	Skim Patch	367	Ton	$ 175.00	$ 64,225.00	$ 105.00	$ 38,535.00
107	Misc. Bid Items	5000	Ea	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00
108	Cold Milling	85	SY	$ 12.00	$ 1,020.00	$ 20.50	$ 1,742.50
109	Paving Fabric	4800	SY	$ 2.50	$ 12,000.00	$ 1.85	$ 8,880.00
		Total			$ 746,030.00		$ 504,580.00

Schedule II

Item No.	Item	Est. Quantity	Unit	MRTE, Inc. Unit Price	MRTE, Inc. Total	United Materials of GF Unit Price	United Materials of GF Total
201	Mobilization	1	LS	$ 35,000.00	$ 35,000.00	$ 20,500.00	$ 20,500.00
202	Traffic Control	1	LS	$ 30,000.00	$ 30,000.00	$ 5,825.00	$ 5,825.00
203	AC Surfacing	6323	Ton	$ 103.00	$ 651,269.00	$ 74.75	$ 472,644.25
204	Emulsified Asphalt Tack	2518	Gal	$ 3.00	$ 7,554.00	$ 3.50	$ 8,813.00
205	SS Manhole Treatment	43	Ea	$ 750.00	$ 32,250.00	$ 325.00	$ 13,975.00
206	Skim Patch	126	Ton	$ 175.00	$ 22,050.00	$ 125.00	$ 15,750.00
207	Misc. Bid Items	5000	Ea	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00
208	Cold Milling	193	SY	$ 12.00	$ 2,316.00	$ 15.50	$ 2,991.50
209	Water Valve Treatment	1	SY	$ 400.00	$ 400.00	$ 65.00	$ 65.00
210	Paving Fabric	1650		$ 2.50	$ 4,125.00	$ 2.00	$ 3,300.00
		Total			$ 789,964.00		$ 548,863.75

March 24, 2020 **Agenda #4**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**A Resolution Postponing Group Events and Facility Rentals at Montana ExpoPark Effective Immediately Through April 30, 2020**
INITIATED AND PRESENTED BY:	**Carey Ann Haight, Deputy County Attorney**
ACTION REQUESTED:	**Approval of Resolution 20-12**

BACKGROUND:

The COVID-19 pandemic and recent Federal, State and local emergency declarations, in addition to the Cascade County Health Officer's closure of establishments limiting social gatherings, in conjunction with the President's COVID-19 guidelines for Americans restricting social gatherings to 10 persons or less runs contrary to existing facility rentals and reservations at the Montana ExpoPark. Accordingly, it is recommended that current scheduled events as well as those that may be scheduled, be immediately postponed through April 30, 2020.

RECOMMENDATION: Approval of Resolution 20-12, a Resolution Postponing Group Events and Facility Rentals at Montana ExpoPark Effective Immediately through April 30, 2020.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-12 A Resolution Postponing Group Events and Facility Rentals at Montana ExpoPark Effective Immediately through April 30, 2020.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-12 A Resolution Postponing Group Events and Facility Rentals at Montana ExpoPark Effective Immediately through April 30, 2020.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

RESOLUTION 20-12

WHEREAS, Montana Governor Steve Bullock issued an executive order on Thursday, March 12, 2020, declaring a state of emergency to exist within the state of Montana related to COVID-19, commonly referred to as coronavirus; and

WHEREAS, Governor Bullock on Friday, March 13, 2020, announced that Montana has confirmed four (4) cases of coronavirus within the borders of Montana, in Gallatin, Yellowstone, Silver Bow and Broadwater counties; and

WHEREAS, Governor Bullock on Sunday, March 15, 2020 announced the closing of all schools in Montana and confirmed two additional cases of coronavirus within the borders of Montana, adding Missoula County; and

WHEREAS, on Wednesday, March 18, 2020, an additional two (2) confirmed cases of coronavirus within the borders of Montana were identified in Gallatin; and

WHEREAS, the Montana Department of Public Health and Human Services (DPHHS), local health departments, health and medical departments and local jurisdictions have activated response plans and protocols to prepare for the arrival of the virus in Montana; and

WHEREAS, Cascade City-County Health Department Public Health Officer, Trisha Gardner, issued her Order of Health Officer on Thursday, March 19, 2020, closing all bars (including coffee bars), brewery and distillery tasting rooms, casinos, restaurants, bowling alleys, gyms, movie theaters, and other commercial businesses in which people assemble for recreation, with the exception of drive-through, delivery and pick-up services, within Cascade County, Montana, effective at 6:00 a.m. Friday, March 20, 2020 through Friday, March 27, 2020 at 8:00 a.m., pending further notification; and

WHEREAS, the City of Great Falls issued a State of Emergency Declaration on Thursday, March 19, 2020, in response to the COVID-19 epidemic; and

WHEREAS, Cascade County issued a State of Emergency Declaration on Friday, March 20, 2020, in response to the COVID-19 epidemic; and

WHEREAS, pursuant to the Presidents Coronavirus Guidelines for America directing avoidance of social gatherings of 10 persons or more as well as discretionary travel; and

WHEREAS, pursuant to reports from the Centers of Disease Control and other state and federal resources, the COVID-19 epidemic has the potential to run its course in the next six (6) weeks; and

WHEREAS, events scheduled to take place at the Montana ExpoPark facilities during the month of April, 2020, would entertain social gatherings in excess of the recommended 10 persons and encourage discretionary travel.

It Is Hereby Resolved:

That the Board of Cascade County Commissioners is postponing group events and facility rentals at Montana ExpoPark effective immediately through April 30, 2020.

DATED this 24th day of March, 2020

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
James L. Larson, Chairman

_____
Jane Weber, Commissioner

_____
Joe Briggs, Commissioner

Attest

_____
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.