

OFFICIAL AGENDA
TUESDAY November 1, 2016
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Yellowstone County Courthouse
217 N. 27th Street Room 403A
Billings, MT
9:00 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

9:30 a.m. PUBLIC HEARING

Resolution 16-121 Approving and Authorizing the Issuance of its Revenue Bonds in one or More Series in an Aggregate Principal Amount not to Exceed \$3,450,000 Pursuant to Montana Code Annotated, Title 90, Chapter 5, Part 1; Approving the Form and Authorizing the Execution of the Revenue Bonds and Related Documents; and Providing for the Security, Rights and Remedies with Respect to the Revenue Bonds

REGULAR AGENDA

1. SUPERINTENDENT OF SCHOOLS

Revised School Mill Levies

CLAIMS

CONSENT AGENDA

1. PURCHASING

- a. Recommendation of Award for the Invitation for Bid by Public Works Department for the Replacement of Bridges 36-13 & 36-25
- b. Determination of Authority for Alternative Delivery Project Delivery for the Yellowstone County Detention Facility
- c. Natural Gas Agreement with Rainbow Gas Company
- d. Request to Expend from the IT Department for Virtual Web Application Firewall Renewal
- e. Request to Expend for a Microsoft SQL Server 2016 Licenses with Software Assurance for the IT Department
- f. Contract with Donnes, Inc for Bridge Replacement 36-13 & 36-25
- g. Request to Expend for a Storage Garage at Two Moon Park - Yellowstone River Parks Association

2. CLERK AND RECORDER

- a. Agricultural Covenant for an Unnumbered C/S Located in the NW 1/4 and SW 1/4 of S30, T4N, R34E
- b. Unnumbered C/S Located in the W1/2NE1/4, S19, T5N. R33E

3. COMMISSIONERS

- a. Collective Bargaining Agreement between Yellowstone County and Yellowstone County Deputy Sheriff's Unit
- b. Comment to Natural Resource Damage Program on Draft Yellowstone Restoration Plan

4. FINANCE

- a. Bond for Lost Warrant
- b. Consent Lease Addendum-Payne West Building

5. PLANNING DEPARTMENT

Final Resolution 16-120 for Zone Change 676 - West of Logan Airport Hwy 3

6. SHERIFF

First Amendment to Inmate Telecommunication Location Agreement (Telmate) between Telmate LLC and Yellowstone County Detention Facility

7. **HUMAN RESOURCES**

- a. Business Associate Agreement - Yellowstone County Health Plan & EBMS
- b. **PERSONNEL ACTION REPORTS - Motor Vehicle - 1 Appointment; Detention Facility - 1 Termination**

FILE ITEMS

1. **AUDITOR**

October 1st to October 15th Payroll Audit

2. **CLERK AND RECORDER**

Board Minutes - Adult Resource Alliance

3. **COMMISSIONERS**

- a. Board Resignation - Kent Wood from Big Sky EDA Board
- b. Revised 10/26/2016 - 2016 Certified Taxable Valuation Information
- c. Letter from Mr. Scott Twito County Attorney Regarding Pay Increase for Additional Duties for Legal Office Supervisor
- d. Letter from the Montana Department of Revenue Regarding Recertification Due to the Northwestern Energy Settlement

4. **COUNTY ATTORNEY**

Standard Personal Property Release

5. **FACILITIES**

Application to Use the Courthouse Lawn - Awakening Hope

6. **HUMAN RESOURCES**

Response to October 1st through October 15th Payroll Audit Findings

PUBLIC COMMENTS ON COUNTY BUSINESS

THE NEXT BOARD MEETING IS SCHEDULED FOR MONDAY NOVEMBER 7, 2016 @ 9:30 A.M. IN ROOM 403A

B.O.C.C. Regular

Agenda Item

Meeting Date: 11/01/2016

Title: Riverstone Bond Resolution for Issuance of Bonds

Submitted For: Dan Schwarz

Submitted By: Dan Schwarz

TOPIC:

Resolution 16-121 Approving and Authorizing the Issuance of its Revenue Bonds in one or More Series in an Aggregate Principal Amount not to Exceed \$3,450,000 Pursuant to Montana Code Annotated, Title 90, Chapter 5, Part 1; Approving the Form and Authorizing the Execution of the Revenue Bonds and Related Documents; and Providing for the Security, Rights and Remedies with Respect to the Revenue Bonds

BACKGROUND:

Riverstone is expanding the clinic and the bonds will go to finance.

RECOMMENDED ACTION:

Approval

Attachments

Riverstone Bond Resolution

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting Clerk of the Board of Commissioners of the County of Yellowstone, Montana (the "County"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF YELLOWSTONE COUNTY, MONTANA, APPROVING AND AUTHORIZING THE ISSUANCE OF ITS REVENUE BONDS IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,450,000 PURSUANT TO MONTANA CODE ANNOTATED, TITLE 90, CHAPTER 5, PART 1; APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF THE REVENUE BONDS AND RELATED DOCUMENTS; AND PROVIDING FOR THE SECURITY, RIGHTS AND REMEDIES WITH RESPECT TO THE REVENUE BONDS" (the "Resolution"), on file in the original records of the County in my legal custody; that the Resolution was duly adopted by the Board of Commissioners of the County at a regular meeting on November 1, 2016 and that the meeting was duly held by the Board of Commissioners and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following members of the Board of Commissioners voted in favor thereof:

voted against the same:

abstained from voting thereon:

or were absent:

WITNESS my hand and seal officially this _____ day of November, 2016.

Clerk of the Board of Commissioners

(SEAL)

RESOLUTION NO. 16-121

YELLOWSTONE COUNTY, MONTANA

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF YELLOWSTONE COUNTY, MONTANA, APPROVING AND AUTHORIZING THE ISSUANCE OF ITS REVENUE BONDS IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,450,000 PURSUANT TO MONTANA CODE ANNOTATED, TITLE 90, CHAPTER 5, PART 1; APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF THE REVENUE BONDS AND RELATED DOCUMENTS; AND PROVIDING FOR THE SECURITY, RIGHTS AND REMEDIES WITH RESPECT TO THE REVENUE BONDS

BE IT RESOLVED by the Board of Commissioners (the "County Board") of Yellowstone County, Montana, a county and political subdivision of the State of Montana (the "County"), as follows:

Section 1. Recitals.

1.1. Montana Code Annotated, Title 90, Chapter 5, Part 1, as amended (the "Act"), authorizes the County to issue revenue bonds for the purpose of defraying the cost of acquiring or improving any land, building, other improvement, and real or personal property considered necessary in connection with an improvement that is suitable for: commercial, manufacturing, agricultural, or industrial enterprises; recreation or tourist facilities; local, state, and federal governmental facilities; multifamily housing; hospitals; long-term care facilities; community-based facilities for individuals who are persons with developmental disabilities as defined in Montana Code Annotated, Title 53, Chapter 20, Section 102, as amended; medical facilities; higher education facilities; electric energy generation facilities; family service provider facilities; the production of energy using an alternative renewable energy source as defined in Montana Code Annotated, Title 90, Chapter 4, Section 102, as amended; and any combination of these projects.

1.2. The County has received a request from Yellowstone Health Partnership, a Montana nonprofit corporation (the "Borrower"), for the County to issue its: (i) Health Care Lease Revenue Bonds (Yellowstone County Annual Appropriation - RiverStone Health Project), Series 2016A (the "Series 2016A Bonds"), and (ii) Taxable Health Care Lease Revenue Bonds (Yellowstone County Annual Appropriation - RiverStone Health Project), Series 2016B (the "Series 2016B Bonds"), in the total aggregate principal amount not to exceed \$3,450,000. The Series 2016A Bonds and the Series 2016B Bonds are hereinafter referred to collectively as the "Bonds." The Bonds will be issued pursuant to the Act and the terms of a Second Supplemental Indenture of Trust, dated on or after December 1, 2016 which supplements, the Indenture of Trust, dated as of June 1, 2013 (the "Original Indenture") as amended by the First Supplemental Indenture of Trust, dated as of December 1, 2014 (the "First Supplemental Indenture," and together with the Second Supplemental Indenture and the Original Indenture, the "Indenture"), between Yellowstone County, Montana and The Bank of New York Mellon Trust Company, N.A., a national banking association (the "Trustee").

1.3 The proceeds derived from the sale of the Bonds will be loaned to the Borrower to: (i) finance capital equipment and improvements to the Borrower's campus located at 123 South 27th Street, in Billings, Montana, which may include a portion of the cost of an approximately 26,000 square foot new medical clinic building, and renovation of existing clinic space (the "2016 Project"), and (ii) pay costs of issuance for the Series 2016 Bonds.

The Borrower leases its existing facilities and will lease the 2016 Project and the other improvements adjacent to the 2016 Project to the Yellowstone City-County Health Department, dba RiverStone Health (the "Tenant"), a multi-jurisdictional service district created under an Interlocal Agreement between the County, the City of Billings, Montana, and the City of Laurel, Montana.

1.4. Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder, and the Act require that prior to the issuance of tax-exempt bonds, the County Board approve the bonds after conducting a public hearing thereon.

1.5. On October 4, 2016, this County Board adopted a resolution authorizing the publication of a Notice of Public Hearing (the "Hearing Notice") in the Billings Gazette once a week for three consecutive weeks. The publication of the Hearing Notice has been consistent with the requirements of the Code and the Act. The County Board held a public hearing on the date hereof. All persons who appeared at the public hearing were given an opportunity to express their views with respect to the issuance of the Bonds. The County Board has considered the views expressed at the public hearing, any written comments filed with the County Clerk and Recorder and the information submitted by the Borrower.

1.6. The Interlocal Agreement provides that the County may levy up to 10 mills on an annual basis for the operation of the Tenant, and the County currently levies 7.25 mills on an annual basis to support the operations of the Tenant and the services that the Tenant provides to residents of the County.

Section 2. Findings.

2.1. The County acknowledges, finds, determines, and declares that the issuance of the Bonds is authorized by the Act and is consistent with the purposes of the Act and that the issuance of the Bonds and the other actions of the County under a Second Amendment to Loan Agreement, dated on or after December 1, 2016, which amends the Loan Agreement, dated as of June 1, 2013 (the "Original Loan Agreement") as amended by a First Amendment to Loan Agreement, dated as of December 1, 2014 (the "First Amendment to Loan Agreement" and together with the Original Loan Agreement and the Second Amendment to Loan Agreement, the "Loan Agreement"), between the County and the Borrower, and this resolution constitute a public purpose and are in the best interests of the County.

2.2. The Loan Repayments (as defined in the Loan Agreement) and other amounts to be paid by the Borrower under the Loan Agreement are calculated to be sufficient to: (i) pay the total principal of, premium, if any, and interest on the Bonds when due; (ii) pay the taxes, if any, on the 2016 Project during the term of the Loan Agreement; and (iii) pay all other costs and expenses of the County in connection with the 2016 Project and the issuance of the Bonds. The Loan Agreement and the Fifth Amendment to Master Lease Agreement, dated on or after December 1, 2016, between the Borrower, as lessor, and the Tenant, as lessee (as so amended, the "Project Lease") provides that the Borrower or Tenant are required to pay or cause to be paid all expenses of maintenance of the 2016 Project, including, but not limited to, adequate insurance on the 2016 Project and insurance against all liability for injury to persons or property arising from the operation of the 2016 Project, and special assessments levied upon or with respect to the 2016 Project and payable during the term of the Loan Agreement. The County finds and determines that no reserves other than the Debt Service Reserve Requirement (as defined in the Indenture) required under the Loan Agreement and the Indenture to be deposited in the Debt Service Reserve Fund are required for the Bonds and the maintenance of the 2016 Project.

2.3. For the purposes set forth above, there is hereby authorized the issuance, sale and delivery of the Series 2016A Bonds and the Series 2016B Bonds in the total principal amount not to exceed \$3,450,000. The Bonds shall bear interest, shall be numbered, shall be dated, shall mature, shall be subject

to redemption prior to maturity, shall be in such form, and shall have such other terms, details, and provisions as are prescribed in the Indenture (including the forms of the Series 2016A Bonds and Series 2016B Bonds in the Indenture) now on file with the County. The County hereby authorizes the Series 2016A Bonds to be issued in an original aggregate principal amount not to exceed \$3,450,000 as “tax-exempt bonds” the interest on which is excludable from gross income for federal and State of Montana individual income tax purposes.

All of the provisions of the Bonds, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Bonds shall be substantially in the forms on file with the County as Exhibits A and B to the Indenture, which are hereby approved, with such necessary and appropriate variations, omissions and insertions (including changes to the principal amount of the Bonds, maturity dates, the determination of the interest rates on the Bonds, and changes to the terms of redemption of the Bonds) as the Chairman of the County Board and the Finance Director of the County (the “Chairman” and “Finance Director,” respectively), in their discretion shall determine.

2.4. The Bonds shall be special, limited obligations of the County and the principal, interest and premium, if any, shall be payable by the County solely from the revenues derived by the County from the Loan Agreement, lease payments under the Project Lease, proceeds of the Bonds, revenues derived from the Appropriation Agreement (as defined below) and from other security provided by the Borrower.

2.5. Approval for the issuance of the Bonds is contingent upon the agreement between the County, the Borrower, the Tenant, and Dougherty & Company LLC (the “Underwriter”) with respect to the final terms of the Bonds. Pursuant to the terms of an Appropriation Agreement (defined below), the County intends to annually appropriate funds in an amount sufficient to pay the principal and interest annually due on the Bonds, subject to the County’s right of non-appropriation. The amount of debt service due on the Bonds and the outstanding Series 2013 Bonds in any fiscal year shall not exceed the current annual mill levy of 7.25 mills annually appropriated by the County to the Tenant under the terms of the Interlocal Agreement.

2.6. The County hereby authorizes and directs the Chairman and the Finance Director to execute and deliver: (i) the Bonds; (ii) the Indenture; (iii) the Loan Agreement; (iv) an Endorsement to the Borrower Tax Certificate, dated the date of closing (the “Endorsement”), of the County; (v) the Second Amendment to Amended and Restated Health Care Facilities Appropriation Agreement, dated as of December 1, 2016 (the “Second Amendment to Appropriation Agreement”), amends, the Amended and Restated Health Care Facilities Appropriation Agreement, dated as of June 1, 2013 (the “Original Appropriation Agreement”), as amended by a First Amendment to Amended and Restated Health Care Facilities Appropriation Agreement, dated as of December 1, 2014 (the “First Amendment to Appropriation Agreement” and together with the Original Appropriation Agreement and the Second Amendment to Appropriation Agreement the “Appropriation Agreement”), between the County, the Trustee, the Borrower and the Tenant; (vi) the Bond Purchase Agreement (the “Bond Purchase Agreement”), between the Borrower, the Tenant, the County, and the Underwriter; (vii) the Continuing Disclosure Agreement, dated on or after December 1, 2016 (the “Disclosure Agreement”) between the Borrower, the Tenant, the County, and the Trustee, and (viii) all other certificates, instruments, and other written documents that may be requested by Bond Counsel, the Underwriter, or other persons or entities in conjunction with the issuance of the Bonds and the expenditure of the proceeds of the Bonds. The documents listed in (i) through (viii) are hereinafter referred to as the “County Documents.” All of the provisions of the County Documents when executed as authorized herein shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

The County Documents shall be substantially in the forms now on file with the County, which are hereby approved, with such necessary and appropriate variations, omissions and insertions as the Chairman

and the Finance Director in their discretion shall determine. The execution of the County Documents with the manual or facsimile signatures of the Chairman and the Finance Director and the delivery of the County Documents by the County shall be conclusive evidence of such determination.

2.7. The proceeds of the Bonds shall be disbursed pursuant to the Indenture.

2.8. The Trustee is hereby appointed as Paying Agent and Bond Registrar for the Bonds.

2.9. The Chairman and the Finance Director of the County are hereby authorized to execute and deliver, on behalf of the County, such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of the Bonds, and the disbursement of the proceeds of the Bonds, including the Request and Authorization to Trustee, County Certificate, the County Tax Certificate, the Information Return for Tax-Exempt Private Activity Bond Issues, and all other documents and certificates as shall be necessary and appropriate in connection with the issuance, sale, and delivery of the Bonds. The County hereby authorizes Barnes & Thornburg LLP, as bond counsel, to prepare, execute, and deliver its approving legal opinion with respect to the Bonds.

2.10. All covenants, stipulations, obligations, and agreements of the County contained in this resolution and the aforementioned documents shall be deemed to be the covenants, stipulations, obligations, and agreements of the County to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations, and agreements shall be binding upon the County. Except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the County or the County Board of the County by the provisions of this resolution or of the aforementioned documents shall be exercised or performed by the County or by such members of the County Board, or such officers, board, body or agency thereof as may be required or authorized by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in the aforementioned documents shall be deemed to be a covenant, stipulation, obligation or agreement of any member of the County Board, or any officer, agent or employee of the County in that person's individual capacity, and neither the County Board nor any officer or employee executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

No provision, covenant or agreement contained in the aforementioned documents, the Bonds or in any other document relating to the Bonds, and no obligation therein or herein imposed upon the County or the breach thereof, shall constitute or give rise to any pecuniary liability of the County or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants and representations set forth in such documents, the County has not obligated itself to pay or remit any funds or revenues, other than funds and revenues derived from the Loan Agreement which are to be applied to the payment of the Bonds, as provided therein.

2.11. Except as otherwise expressly provided herein, nothing in this resolution or in the aforementioned documents expressed or implied, is intended or shall be construed to confer upon any person or firm, other than the County, the Borrower, and the holder of the Bonds issued under the provisions of this resolution, any right, remedy or claim, legal or equitable, under and by reason of this resolution or any provisions hereof, this resolution, the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the County, the Borrower, and any holder from time to time of the Bonds issued under the provisions of this resolution.

2.12. In case any one or more of the provisions of this resolution, other than the provisions contained in Section 2.4 hereof, or of the aforementioned documents, or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the Bonds, but this resolution, the aforementioned documents, and the Bonds shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein.

2.13. Each Bond, when executed and delivered, shall contain a recital that it is issued pursuant to the Act, and such recital shall be conclusive evidence of the validity of the Bonds and the regularity of the issuance thereof, and that all acts, conditions, and things required by the laws of the State of Montana relating to the adoption of this resolution, to the issuance of the Bonds, and to the execution of the aforementioned documents to happen, exist and be performed precedent to the execution of the aforementioned documents have happened, exist and have been performed as so required by law.

2.14. The officers of the County, Barnes & Thornburg LLP, bond counsel, and other attorneys, and other agents or employees of the County are hereby authorized to do all acts and things required of them by or in connection with this resolution, the aforementioned documents, and the Bonds for the full, punctual and complete performance of all the terms, covenants and agreements contained in the Bonds, the aforementioned documents and this resolution. In the event that for any reason the Chairman of the County is unable to carry out the execution of any of the documents or other acts provided herein, any other member of the County Board shall be authorized to act in his/her capacity and undertake such execution or acts on behalf of the County with full force and effect, which execution or acts shall be valid and binding on the County. If for any reason the Finance Director of the County is unable to execute and deliver the documents referred to in this Resolution, such documents may be executed by the Deputy Finance Director, with the same force and effect as if such documents were executed and delivered by the Finance Director of the County.

2.15. The Borrower will pay the administrative fees of the County and pay, or upon demand, reimburse the County for payment of, any and all costs incurred by the County in connection with the 2016 Project and the issuance of the Bonds, whether or not the Bonds are issued.

2.16. Except for certain information concerning the County included in Appendices C and D to the Official Statement for the Bonds, the County has not participated in the preparation of any disclosure materials prepared with respect to the offer and sale of the Bonds and the County makes no representations or warranties regarding the necessity or adequacy of any disclosure with respect to such offer and sale.

2.17. For purposes of Section 265(b)(3) of the Code, the County hereby designates the Series 2016A Bonds as qualified tax-exempt obligations. The County hereby certifies that it currently does not reasonably expect to issue more than \$10,000,000 of tax-exempt bonds (other than tax-exempt obligations described in Section 265(b)(3)(C)(ii) of the Code) in 2016.

2.18. This resolution shall be in full force and effect from and after its passage.

Approved by the Board of Commissioners of Yellowstone County, Montana, this 1st day of November, 2016.

YELLOWSTONE COUNTY, MONTANA

By: _____
Its: Chairman

By: _____
Its: Commissioner

By: _____
Its: Commissioner

B.O.C.C. Regular

Agenda Item 1.

Meeting Date: 11/01/2016

Title: Revised school mill levies

Submitted For: Sherry Long, Treasurer

Submitted By: Emily Larson

TOPIC:

Revised School Mill Levies

BACKGROUND:

Due to the Department of Revenue & Northwestern Energy settlement.

RECOMMENDED ACTION:

Approve.

B.O.C.C. Regular

Agenda Item 1. a.

Meeting Date: 11/01/2016

Title: Recommendation of Award for the Invitation for Bid by Public Works Department for the replacement of Bridges 36-13 & 36-25

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Recommendation of Award for the Invitation for Bid by Public Works Department for the Replacement of Bridges 36-13 & 36-25

BACKGROUND:

The County recently issued an Request for Bid for replacement Bridges 36-13 & 36-25. There were 9 bids received with the lowest bid presented by Donnes, Inc for \$48,500.00. It is the recommendation by the review committee that Donnes, Inc bid be accepted, so that the bridges can be replaced.

RECOMMENDED ACTION:

Approve the request to award the bid to Donnes, Inc for the replacement of Bridges 36-13 and 36-25

Attachments

Recommendation Bridge 36-13

James Matteson

From: Tim Miller
Sent: Tuesday, October 18, 2016 1:27 PM
To: James Matteson
Subject: FW: Bridge 36-13 and 25
Attachments: Bid Acceptance.doc

James

Attached is a letter of recommendation from the project engineer Bill Oakey for bridge replacement project 36-13 and 36-25 . Public Works is in agreement with Bill and recommends awarding the project to the low bid submitted by Donnes Inc. bid amount \$48,500.

Thank you

From: Bill Oakey [<mailto:BOakey@design3eng.com>]
Sent: Tuesday, October 18, 2016 1:15 PM
To: Tim Miller
Subject: Bridge 36-13 and 25

Tim,

I talked to Donnes and they are happy with their bid. Duane @ Proterra is going to get together with them to set up schedules. Attached is a recommendation letter.

Heard anything from Taylor?

Bill

October 18, 2016

Mr. James Matteson
Yellowstone County Purchasing Agent
P.O. Box 35015
Billings, MT 59107-5015

Re: Replacement of Bridges 36-13 and 36-25

Dear James:

We have reviewed the bid submitted by Donnes Inc. for the Replacement of Bridges 36-13 and 36-25 for the amount of \$48,500 (Forty Eight Thousand Five Hundred) as the low bid submitted for the project and find it in order. I recommend the acceptance of this bid by Yellowstone County.

If you have any questions, please let me know.

Cordially,

William Oakey P.E.

B.O.C.C. Regular

Agenda Item 1. b.

Meeting Date: 11/01/2016

Title: Determination of Authority For Alternative Project Delivery

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Determination of Authority for Alternative Delivery Project Delivery for the Yellowstone County Detention Facility

BACKGROUND:

A governing body may use an alternative delivery project that meets criteria to the provisions of MCA 18-2-502.

PER THE MCA 18-2-502

Code Provision (1) (a)—*A state agency or governing body that uses an alternative project delivery contract shall: demonstrate...that (it) has or will have knowledgeable staff or consultants...to manage an alternative delivery contract;*

Response: The County has current services agreements with a professional project management consulting firm and a professional Architectural firm with extensive alternative project delivery experience to manage the projects in collaboration with Yellowstone County.

Code Provision (1) (b)—*A state agency or governing body that uses an alternative project delivery contract shall: clearly describe the manner in which: the alternative project delivery contract award process will be conducted; and subcontractors and suppliers will be selected.*

Response: Procurement of all services shall be done following open public procurement processes available to all qualified contractors following Montana statute. Following the required two-stage approach, a Request for Qualifications will be used to short-list qualified competitors using a scoring system to rate: 1) Relevant Experience, 2) Proposed Staff, 3) Safety and 4) Bonding Capacity. The Owner-selected Selection Committee will score and rank Statements of Qualifications against scoring criteria stated in the RFQ.

Short-listed competitors will then prepare a response to a subsequent detailed Request for Proposal. The RFP's will then be judged and ranked by the Selection Committee against scoring criteria which will be stated in the RFP. Formal presentations by the competitors may be held to further clarify capabilities and address Selection Committee questions. The most highly ranked respondent will be awarded the contract.

Competitors will be strongly encouraged to seek the most competitive, qualified subcontractors and local providers in order to provide the best overall value to the Owner.

Code Provision (2) *Prior to awarding an alternative delivery contract, the state agency or governing body shall determine that the proposal meets at least two of the sets of criteria described in subsections (2)(a) through (2)(c) and ...subsection (3)...the governing body shall make a detailed written finding that:*

(a) the project has significant schedule ramifications and the alternative project contract is necessary..

(c) the project presents significant technical complexities that necessitate the use of an alternative project contract.

Response:

Schedule Ramifications/:

The Alternative Project Delivery offers the fastest delivery schedule by allowing design, materials procurement and permitting to occur in a fast-track manner speeding overall delivery to meet obligations. This project has significant schedule ramifications for a public facility. The project is to have substantial completion and occupancy by 2018. This delivery option will ensure that the project schedule is adhered to.

Less or a shorter duration of disruption of a public facility:

By engaging a GC/CM firm(s) early, with ability to work with the A/E firm, it is anticipated that the GC/CM will provide positive impact to maintaining a stringent project schedule. This delivery offers cost certainty and schedule adherence over Design-Bid-Build by combining the talents of the designers and GC/CM firms, and focusing them on the best design and constructability solutions, and within available funds and time frame. Within weeks of being selected the GC/CM will validate the Owner's schedule as adequate, or recommend budget/schedule adjustments if needed. Further, value engineering will be implemented during the design phases, wherein the GC/CM will work with the design team to propose alternate solutions with favorable cost and schedule results. This relationship will promote and foster a strong working relationship between the design firm, GC/CM and Owner team.

The project presents significant technical complexities that necessitate the use of an alternative delivery project contract. The project is significant to the community as a detention facility with all the specialized security to ensure the public safety.

Code Provision (3) *The state agency or governing body shall make a detailed written finding that use of an alternative delivery project contract will not: Encourage favoritism or bias...or diminish competition...*

Response: The procurement methodology employed by the Owner is specifically designed to encourage the broadest competition possible, and encourage aggressive pricing competition and scheduling throughout this process. The Selection Committee will be further instructed to carefully evaluate all submittals against stated selection criteria and award the contracts based on the best overall value to the Owner.

RECOMMENDED ACTION:

Sign the Determination and return a copy to the Purchasing Department

Attachments

Determination of Authority YCDF

Determination of Authority
Remodel /Expansion of Yellowstone County Detention Facility
Yellowstone County, Montana

The following excerpt is from the Montana Code Annotated, and must be followed when utilizing the ALTERNATIVE PROJECT DELIVERY CONTRACT method for construction contracts:

18-2-502. Alternative project delivery contract -- authority -- criteria. (1) Subject to the provisions of this part, a state agency or a governing body may use an alternative project delivery contract. A state agency or governing body that uses an alternative project delivery contract shall:

(a) demonstrate that the state agency or the governing body has or will have knowledgeable staff or consultants who have the capacity to manage an alternative project delivery contract;

(b) clearly describe the manner in which:

(i) the alternative project delivery contract award process will be conducted; and

(ii) subcontractors and suppliers will be selected.

(2) Prior to awarding an alternative project delivery contract, the state agency or the governing body shall determine that the proposal meets at least two of the sets of criteria described in subsections (2)(a) through (2)(c) and the provisions of subsection (3). To make the determination, the state agency or the governing body shall make a detailed written finding that:

(a) the project has significant schedule ramifications and using the alternative project delivery contract is necessary to meet critical deadlines by shortening the duration of construction. Factors that the state agency or the governing body may consider in making its findings include, but are not limited to:

(i) operational and financial data that show significant savings or increased opportunities for generating revenue as a result of early project completion;

(ii) demonstrable public benefits that result from less time for construction; or

(iii) less or a shorter duration of disruption to the public facility.

(b) by using an alternative project delivery contract, the design process will contribute to significant cost savings. Significant cost savings that may justify an alternative project delivery contract may derive from but are not limited to value engineering, building systems analysis, life cycle analysis, and construction planning.

(c) the project presents significant technical complexities that necessitate the use of an alternative delivery project contract.

(3) The state agency or the governing body shall make a detailed written finding that using an alternative project delivery contract will not:

(a) encourage favoritism or bias in awarding the contract; or

(b) substantially diminish competition for the contract.

PER THE MCA 18-2-502

Code Provision (1) (a)—*A state agency or governing body that uses an alternative project delivery contract shall: demonstrate...that (it) has or will have knowledgeable staff or consultants...to manage an alternative delivery contract;*

Response: The County has current services agreements with a professional project management consulting firm and a professional Architectural firm with extensive alternative project delivery experience to manage the projects in collaboration with Yellowstone County.

Code Provision (1) (b)—*A state agency or governing body that uses an alternative project delivery contract shall: clearly describe the manner in which: the alternative project delivery contract award process will be conducted; and subcontractors and suppliers will be selected.*

Response: Procurement of all services shall be done following open public procurement processes available to all qualified contractors following Montana statute. Following the required two-stage approach, a Request for Qualifications will be used to short-list qualified competitors using a scoring system to rate: 1) Relevant Experience, 2) Proposed Staff, 3) Safety and 4) Bonding Capacity. The Owner-selected Selection Committee will score and rank Statements of Qualifications against scoring criteria stated in the RFQ.

Short-listed competitors will then prepare a response to a subsequent detailed Request for Proposal. The RFP's will then be judged and ranked by the Selection Committee against scoring criteria which will be stated in the RFP. Formal presentations by the competitors may be held to further clarify capabilities and address Selection Committee questions. The most highly ranked respondent will be awarded the contract.

Competitors will be strongly encouraged to seek the most competitive, qualified subcontractors and local providers in order to provide the best overall value to the Owner.

Code Provision (2) *Prior to awarding an alternative delivery contract, the state agency or governing body shall determine that the proposal meets at least two of the sets of criteria described in subsections (2)(a) through (2)(c) and ...subsection (3)...the governing body shall make a detailed written finding that:*

(a) the project has significant schedule ramifications and the alternative project contract is necessary..

(c) the project presents significant technical complexities that necessitate the use of an alternative project contract.

Response:

Schedule Ramifications/:

The Alternative Project Delivery offers the fastest delivery schedule by allowing design, materials procurement and permitting to occur in a fast-track manner speeding overall delivery to meet obligations. This project has significant schedule ramifications for a public facility. The project is to have substantial completion and occupancy by 2018. This delivery option will ensure that the project schedule is adhered to.

Less or a shorter duration of disruption of a public facility:

By engaging a GC/CM firm(s) early, with ability to work with the A/E firm, it is anticipated that the GC/CM will provide positive impact to maintaining a stringent project schedule. This delivery offers cost certainty and schedule adherence over Design-Bid-Build by combining the talents of the designers and GC/CM firms, and focusing them on the best design and constructability solutions, and within available funds and time frame. Within weeks of being selected the GC/CM will validate the Owner's schedule as adequate, or recommend budget/schedule adjustments if needed. Further, value engineering will be implemented during the design phases, wherein the GC/CM will work with the design team to propose alternate solutions with favorable cost and schedule results. This relationship will promote and foster a strong working relationship between the design firm, GC/CM and Owner team.

The project presents significant technical complexities that necessitate the use of an alternative delivery project contract. The project is significant to the community as a detention facility with all the specialized security to ensure the public safety.

Code Provision (3) *The state agency or governing body shall make a detailed written finding that use of an alternative delivery project contract will not: Encourage favoritism or bias...or diminish competition...*

Response: The procurement methodology employed by the Owner is specifically designed to encourage the broadest competition possible, and encourage aggressive pricing competition and scheduling throughout this process. The Selection Committee will be further instructed to carefully evaluate all submittals against stated selection criteria and award the contracts based on the best overall value to the Owner.

Yellowstone County Commissioners

John Ostlund – Board Chair

Jim Reno – Commissioner

Robyn Driscoll - Commissioner

B.O.C.C. Regular

Agenda Item 1. c.

Meeting Date: 11/01/2016

Title: NATURAL GAS AGREEMENT

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Natural Gas Agreement with Rainbow Gas Company

BACKGROUND:

Rainbow Gas Company has been utilized in the past for gas volume nominations and balancing for METRA and the Detention Facility, with a yearly contract. The agreement is to not lock in a cost, but rather to pay the variable commodity pricing less discount.

RECOMMENDED ACTION:

Sign the Agreement and return a copy to the Purchasing Department

Attachments

Rainbow Gas Agreement 2016



NATURAL GAS SALES AGREEMENT

DATE: October 24, 2016

SELLER:

Rainbow Gas Company
919 S 7th St, Ste 405
Bismarck, ND 58504

BUYER:

Yellowstone County
PO Box 35003
Billings, MT 59107

Buyer and Seller have agreed as to the following terms and conditions for the sale of natural gas to Yellowstone County's MetraPark Facility and Yellowstone County Detention Facility in Billings, Montana.

VOLUME: Buyer shall take and Seller shall exert its best efforts to deliver hereunder 100% of Buyer's daily natural gas requirements at its location in Billings, Montana.

TERM: This is a one-year Agreement beginning November 1, 2016 and ending October 31, 2017.

POINT OF DELIVERY: The point of delivery will be at the interconnection between the WBI Energy Transmission, Inc. (WBI) and Montana Dakota Utilities (MDU) Company in Billings, Montana.

PRICE: The price of the gas commodity is at the Inside FERC Gas Market Report's Colorado Interstate Gas (CIG) Index minus \$0.26/MMBtu.

TRANSPORTATION: In addition to the price of the gas as determined under this agreement, the Buyer agrees to pay WBI's alternate Firm Transportation (FT) rate plus fuel in % on WBI's pipeline at the time gas is delivered, which currently is \$0.34478 and .838% fuel per MMBtu.

OTHER PROVISIONS: Rainbow Gas agrees to handle the nominating and balancing of your gas on MDU at no additional charge and as a part of our service.

PAYMENT: Seller shall, from the information provided by Transporter(s), calculate a statement showing the amount of payment due Seller by Buyer for each month and provide Buyer a copy of same on or before the (15th) fifteenth day of the month following the month in which deliveries were made. Buyer shall pay for gas delivered and purchased hereunder within (15) days after Buyer's receipt of Seller's statement or by the 25th, whichever is later.

CONDITION OF SALE:

1. This Agreement may not be assigned without prior written consent of the other party.
2. If either party is rendered unable by force majeure to carry out its obligations as described hereunder, other than the obligation to make money payments when due, then the party's obligations affected by the force majeure shall be suspended during, but no longer than the continuance thereof. The term "force majeure" shall mean as here employed an act of God, fire, storm, explosion, failure of third party transporters to deliver or accept gas, failure of gas supply and any other cause not reasonably within the control of the party claiming suspension.
3. Advise any disagreement with any provision of this Agreement prior to initial delivery of gas or we will consider this Agreement binding as to all terms and conditions as set forth herein.
4. In the event transportation rates increase or decrease on WBI, these rates will be passed on to the Buyer at what they actually are.
5. The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana. In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
6. The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

By their signatures, as they appear below, Buyer and Seller hereby accept and agree to the terms and conditions of this Agreement.

SELLER:

BUYER:

RAINBOW GAS COMPANY

YELLOWSTONE COUNTY

By: 

By: _____

Its: Jolene Erdman
President

Its: _____

Date: October 24, 2016

Date: _____

2016-2017

RAINBOW GAS COMPANY

Customer Interruption Call List

Please complete the interruption call list and place names in order of desired calling preference. (1. First called 2. Second called (if first can't be reached), ect.)

Customer: Yellowstone County MetraPark Facility

Address:

City/State/Zip:

<u>Contact</u>	<u>Work #</u>	<u>Cell #</u>	<u>Home #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Rainbow Gas can be reached during regular business hours of Monday through Friday between the hours of 8:00 AM to 5:00 PM at 1-800-650-7970 or 701-255-7970.

For evenings, weekends and holidays please contact Chris or Jolene on our cells:

Chris Gerving – 701-220-5296

Jolene Erdman – 701-220-9533



NATURAL GAS SALES AGREEMENT

DATE: October 24, 2016

SELLER:

Rainbow Gas Company
919 S 7th St, Ste 405
Bismarck, ND 58504

BUYER:

Yellowstone County
PO Box 35003
Billings, MT 59107

Buyer and Seller have agreed as to the following terms and conditions for the sale of natural gas to Yellowstone County's MetraPark Facility and Yellowstone County Detention Facility in Billings, Montana.

VOLUME: Buyer shall take and Seller shall exert its best efforts to deliver hereunder 100% of Buyer's daily natural gas requirements at its location in Billings, Montana.

TERM: This is a one-year Agreement beginning November 1, 2016 and ending October 31, 2017.

POINT OF DELIVERY: The point of delivery will be at the interconnection between the WBI Energy Transmission, Inc. (WBI) and Montana Dakota Utilities (MDU) Company in Billings, Montana.

PRICE: The price of the gas commodity is at the Inside FERC Gas Market Report's Colorado Interstate Gas (CIG) Index minus \$0.26/MMBtu.

TRANSPORTATION: In addition to the price of the gas as determined under this agreement, the Buyer agrees to pay WBI's alternate Firm Transportation (FT) rate plus fuel in % on WBI's pipeline at the time gas is delivered, which currently is \$0.34478 and .838% fuel per MMBtu.

OTHER PROVISIONS: Rainbow Gas agrees to handle the nominating and balancing of your gas on MDU at no additional charge and as a part of our service.

PAYMENT: Seller shall, from the information provided by Transporter(s), calculate a statement showing the amount of payment due Seller by Buyer for each month and provide Buyer a copy of same on or before the (15th) fifteenth day of the month following the month in which deliveries were made. Buyer shall pay for gas delivered and purchased hereunder within (15) days after Buyer's receipt of Seller's statement or by the 25th, whichever is later.

CONDITION OF SALE:

1. This Agreement may not be assigned without prior written consent of the other party.
2. If either party is rendered unable by force majeure to carry out its obligations as described hereunder, other than the obligation to make money payments when due, then the party's obligations affected by the force majeure shall be suspended during, but no longer than the continuance thereof. The term "force majeure" shall mean as here employed an act of God, fire, storm, explosion, failure of third party transporters to deliver or accept gas, failure of gas supply and any other cause not reasonably within the control of the party claiming suspension.
3. Advise any disagreement with any provision of this Agreement prior to initial delivery of gas or we will consider this Agreement binding as to all terms and conditions as set forth herein.
4. In the event transportation rates increase or decrease on WBI, these rates will be passed on to the Buyer at what they actually are.
5. The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana. In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
6. The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

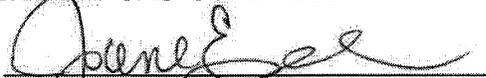
By their signatures, as they appear below, Buyer and Seller hereby accept and agree to the terms and conditions of this Agreement.

SELLER:

BUYER:

RAINBOW GAS COMPANY

YELLOWSTONE COUNTY

By: 

By: _____

Its: Jolene Erdman

Its: _____

Its: President

Date: October 24, 2016

Date: _____

2016-2017

RAINBOW GAS COMPANY

Customer Interruption Call List

Please complete the interruption call list and place names in order of desired calling preference. (1. First called 2. Second called (if first can't be reached), ect.)

Customer: Yellowstone County MetraPark Facility

Address:

City/State/Zip:

<u>Contact</u>	<u>Work #</u>	<u>Cell #</u>	<u>Home #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Rainbow Gas can be reached during regular business hours of Monday through Friday between the hours of 8:00 AM to 5:00 PM at 1-800-650-7970 or 701-255-7970.

For evenings, weekends and holidays please contact Chris or Jolene on our cells:

Chris Gerving – 701-220-5296

Jolene Erdman – 701-220-9533

2016-2017

RAINBOW GAS COMPANY

Customer Interruption Call List

Please complete the interruption call list and place names in order of desired calling preference. (1. First called 2. Second called (if first can't be reached), ect.)

Customer: Yellowstone County Detention Center

Address:

City/State/Zip:

<u>Contact</u>	<u>Work #</u>	<u>Cell #</u>	<u>Home #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Rainbow Gas can be reached during regular business hours of Monday through Friday between the hours of 8:00 AM to 5:00 PM at 1-800-650-7970 or 701-255-7970.

For evenings, weekends and holidays please contact Chris or Jolene on our cells:

Chris Gerving – 701-220-5296

Jolene Erdman – 701-220-9533

B.O.C.C. Regular

Agenda Item 1. d.

Meeting Date: 11/01/2016

Title: REQUEST TO EXPEND VIRTURAL WAF RENEWAL SUPPORT

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Request to Expend from the IT Department for Virtual Web Application Firewall Renewal

BACKGROUND:

The I.T. Department is requesting Commissioner Approval for a 12 month renewable agreement for Software and support for web application firewall (WAF). The expense was anticipated and is on the Approved Budget for FY 2016/217.

RECOMMENDED ACTION:

Sign the Consent and return a copy to the Purchasing Department

Attachments

TRUSTWAVE HOLDINGS

YELLOWSTONE COUNTY
REQUEST TO EXPEND

This form is to be completed for all capital outlay requests (a single item costing \$500.00 or more with a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed purchase requisition. The account numbers and budget balance lines must be completed by the requesting department. Please use the most recent budget report to obtain this information. This data will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioners approval is required prior to placing the order.

Item(s) requested: VIRTUAL WAF RENEWAL

Cost: 7197.00

Other costs: _____

Less trade-in/discount: _____

Net cost of request: 7197.00

Explanation of purchase: 12 MONTH RENEWAL OF SOFTWARE AND SUPPORT FOR WEB APPLICATION FIREWALL (WAF)

I.T. Department [Signature] Elected Official or Department Manager 10/26/16 Date

BUDGET INFORMATION

Account Numbers: _____

Budget Balance: _____

Is this a budgeted item? _____

Finance Note: _____

[Signature] Purchasing Agent 10/27/2016 Date

COMMISSIONER ACTION

Approved: Yes ___ No ___

Tabled: _____

Date: _____

Votes: Yes No

Chairperson _____

Member _____

Member _____

B.O.C.C. Regular

Agenda Item 1. e.

Meeting Date: 11/01/2016

Title: REQUEST TO EXPEND - SQL SERVER LICENSES

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Request to Expend for a Microsoft SQL Server 2016 Licenses with Software Assurance for the IT Department

BACKGROUND:

The I.T. Department is requesting Commissioner Approval to upgrade an older version of Microsoft SQL Server to a current version with Software Assurance. The expense was anticipated and is on the approved expenditures for FY 16/17 fiscal year. The cost of the for the licenses and upgrade is \$43,574.28

RECOMMENDED ACTION:

Approve the Request and return a copy to the Purchasing Office

Attachments

SHI R-228052

YELLOWSTONE COUNTY
REQUEST TO EXPEND

This form is to be completed for all capital outlay requests (a single item costing \$500.00 or more with a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed purchase requisition. The account numbers and budget balance lines must be completed by the requesting department. Please use the most recent budget report to obtain this information. This data will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioners approval is required prior to placing the order.

Item(s) requested: MICROSOFT SQL SERVER 2016 LICENSES
WITH SOFTWARE ASSURANCE

Cost: \$ 43,574.28

Other costs: _____

Less trade-in/discount: _____

Net cost of request: \$ 43,574.28

Explanation of purchase: UPGRADE OLDER VERSIONS OF MICROSOFT SQL SERVER
TO CURRENT VERSION, WITH SOFTWARE ASSURANCE.

I.T. [Signature] 10/26/16
Department Elected Official or Department Manager Date

BUDGET INFORMATION

Account Numbers: _____

Budget Balance: _____

Is this a budgeted item? _____

Finance Note: _____

COMMISSIONER ACTION

Approved: Yes ___ No ___

Tabled: _____

Date: _____

Votes: Yes No

Chairperson _____

Member _____

Member _____

[Signature] 10-27-2016
Purchasing Agent Date

B.O.C.C. Regular

Agenda Item 1. f.

Meeting Date: 11/01/2016

Title: CONTRACT DONNES INC - BRIDGE REPLACEMENTS 36-13 & 36-25

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Contract with Donnes, Inc for Bridge Replacement 36-13 & 36-25

BACKGROUND:

Donnes, Inc submitted the low bid of \$48,500.00 for the bridge Replacement 36-13 & 36-25 - Contract is for all materials permits, and equipment necessary to complete the project.

RECOMMENDED ACTION:

Sign the Contract and return a copy to the Purchasing Department

Attachments

DONNES INC CONTRACT

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

This agreement is dated as of the 25th day of October 2016, by and between Yellowstone County, Montana (hereinafter called Owner), and Donnes, Inc., Shepherd MT (hereinafter called Contractor).

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

1. Scope of Work

Contractor shall provide all labor, materials, permits and necessary equipment for the Replacement of Bridges 36-13 and 36-25 as outlined in the Owner's Invitation for Bid dated October 4th, 2016.

2. Contract Times

The project completion date is prior to January 1st, 2017, as outlined in Item 1.3.07 of the Invitation to Bid Specifications. Should any additional work need to be performed, both parties prior to the work being started must sign a written change order.

3. Contract Price

Owner shall pay the Contractor a total of \$48500.00 upon completion of the project and acceptance by the Owner, progress payments will be allowed at the Owner's discretion with a 5% retainage payable on Owners acceptance of completed project. A 1% Contractors' tax will be withheld from all payments made to the Contractor. The Contractors' tax will be forwarded to the State of Montana on behalf of the Contractor.

4. Contractors Representation

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

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

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

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

5. Contract Documents

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

5.1 This Agreement.

5.2 Yellowstone County's Invitation for Bid dated September 6th, 2016 and Addendum # 1 dated September 22nd, 2016. A complete copy of the Invitation for Bid, including all project Specifications and Drawings provided by Design 3 Engineering, is on file in the Yellowstone County Clerk & Recorder's Office.

5.3 Contractor's bid dated October 17th, 2016.

5.4 Performance bond and labor and materials payment bond, both for 100% of the Contract Price

5.5 Contractor's current Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 Contractor hereby agrees to hold harmless and indemnify the owner from and against all claims, losses, damages or legal liability arising from the Contractor's negligence or that of his or her employees or agents. Owner hereby agrees to hold harmless and indemnify Contractor from and against all claims, losses, damages or liability arising from Owner's negligence or that of its employees or agents.

6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor, or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal

withholding taxes.

- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
 - 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
 - 6.6 All work and materials must be warranted for a period of one year from date of installation. Contractor will provide a warranty certificate upon completion of installation.
 - 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
 - 6.8 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
 - 6.9 Yellowstone County does not discriminate on the basis of race, creed, color, religion, sex, national origin, disability, age, political belief or marital status. Entities contracting with Yellowstone County to deliver goods or services must ensure that their agents, employees and sub-contractors do not discriminate or cause for such discrimination as enumerated above, among their employees or the recipients of the goods and/or services to be offered. Moreover, the Contractor shall comply with all fair labor practices and must meet the requirements of all state statutes relative to Contractors Independent Contractor status, described herein.
7. The Contractor will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:
- (1) The Contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification during construction of the project;
 - (2) Each Contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and

(3) Each Contractor is required to post a statement of all wages and fringe benefits in compliance with Statute 18-2-423 as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

(4) The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, Part 4 of the Montana Code Annotated.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.
This Agreement will be effective October 25th, 2016.

OWNER:

CONTRACTOR:

John Ostlund
BOCC Chair



Frank Donnes
Vice President- Donnes, Inc

(Seal)

Jeff Martin
Clerk and Recorder

B.O.C.C. Regular

Agenda Item 1. g.

Meeting Date: 11/01/2016

Title: Request to Expend - Yellowstone River Parks Association- Storage Building

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Request to Expend for a Storage Garage at Two Moon Park - Yellowstone River Parks Association

BACKGROUND:

The Parks Department is requesting Commissioner Approval for \$10,000.00 funding participation with Yellowstone River Parks Association for a storage building at Two Moon Park. The expense was anticipated and is on the Approved Expenditures for FY 16/17

RECOMMENDED ACTION:

Approve the Request and return a copy to Purchasing

Attachments

RTE YRPA TWO MOON PARK GARAGE



MEMO

TO: Cal Cumin, Yellowstone County Park Board
FROM: Darryl Wilson, President
DATE: September 23, 2016
RE: Garage at Two Moon Park
CC: YRPA Board Members

*Thank you
Cal
Darryl*

Attached is a copy of a materials list only for a 20' x 24' garage from Probuild:	\$ 9,000.00
C&B Concrete, LLC bid for a monolithic pad to city code (including all materials):	<u>\$ 4,000.00</u>
	\$13,000.00
YRPA would like to extend the pad and pour a concrete sidewalk to the caretaker's house which is estimated at:	\$ 1,000.00
YRPA will provide electrical to the garage including panel and opener which his estimated at:	<u>\$ 2,500.00</u>
Estimated Project Total:	\$16,500.00

YRPA understands that the County has budgeted \$10,000 towards this project, and YRPA has agreed to absorb the remaining cost unless the County has additional funds available.

Attached is a site plan for the garage and layout.

Please let us know if you require additional information on this project.

YELLOWSTONE COUNTY
REQUEST TO EXPEND

This form is to be completed for all capital outlay requests (a single item costing \$500.00 or more with a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed purchase requisition. The account numbers and budget balance lines must be completed by the requesting department. Please use the most recent budget report to obtain this information. This data will be verified by the Purchasing Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioners approval is required prior to placing the order.

Item(s) requested: Yellowstone River Parks Association storage garage at Two Moon Park

Cost: \$10,000.00

Other costs: _____

Less trade-in/discount: _____

Net cost of request: _____

Explanation of purchase: Approved budget item- partial funding with YRPA providing labor and balance
of expense

Department _____ Elected Official or Department Manager _____ Date _____

BUDGET INFORMATION

Account Numbers: 221-405-460430-940

Budget Balance: _____

Is this a budgeted item? Yes

Finance Note: _____

COMMISSIONER ACTION

Approved: Yes ___ No ___

Tabled: _____

Date: _____

Votes: Yes No

Chairperson _____

Member _____


Purchasing Agent

10-27-2016
Date

B.O.C.C. Regular

Agenda Item 2. a.

Meeting Date: 11/01/2016

Title: Unnumbered C/S - Lowe

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Agricultural Covenant for an Unnumbered C/S Located in the NW 1/4 and SW 1/4 of S30, T4N, R34E

BACKGROUND:

Reviewed by staff

RECOMMENDED ACTION:

Execute

B.O.C.C. Regular

Agenda Item 2. b.

Meeting Date: 11/01/2016

Title: Unnumbered C/S Keith

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Unnumbered C/S Located in the W1/2NE1/4, S19, T5N. R33E

BACKGROUND:

Reviewed by staff.

RECOMMENDED ACTION:

Execute

B.O.C.C. Regular

Agenda Item 3. a.

Meeting Date: 11/01/2016

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Collective Bargaining Agreement between Yellowstone County and Yellowstone County Deputy Sheriff's Unit

BACKGROUND:

N/A

RECOMMENDED ACTION:

Approve

Attachments

Coll. Bargaining Agreement

**COLLECTIVE BARGAINING
AGREEMENT**

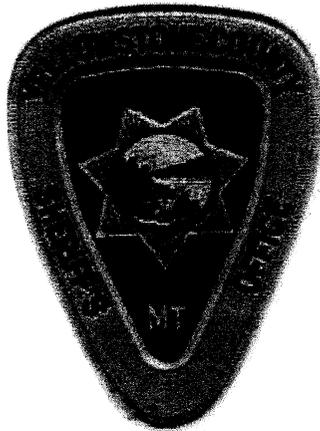
Between

YELLOWSTONE COUNTY

And

THE MONTANA PUBLIC EMPLOYEES ASSOCIATION

YELLOWSTONE COUNTY DEPUTY SHERIFF'S UNIT



July 1, 2016 through June 30, 2020

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AGREEMENT

This Agreement, entered into this _____ day of _____, 2016 at Billings, Montana, by and between YELLOWSTONE COUNTY, MONTANA, a body politic and a political subdivision of the State of Montana, herein referred to as the “Employer”, and the MONTANA PUBLIC EMPLOYEES ASSOCIATION, herein referred to as the “Association”.

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana statutes, this agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the ASSOCIATION; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, officer safety, and other conditions of employment.

ARTICLE I - DEFINITIONS

Section 1. County: The term “County” means Yellowstone County, Montana, its Board of County Commissioners or representatives of the Board.

Section 2. Association: The term “Association” shall mean the Montana Public Employees Association, Yellowstone County Deputy Sheriff’s Unit of Billings, Montana.

Section 3. Days: When referring to time limitations in the contract, unless specifically stated otherwise, the word “days” means calendar days.

Section 4. Workweek: The workweek shall be computed from 12:00 a.m. on Monday of each week to 11:59 p.m. Sunday of each week. The work period for overtime is 14 days per FLSA Regulations (29 C.F.R.) 553.230 section 7(k). The work period is the timeframe or parameters used to calculate overtime along with daily overtime as outlined in Article 5 Section 5. For scheduling see Article V Compensation and Work Hours. Shifts that start prior to 11:59 p.m. on Sunday will be included in the workweek based on the start time of the shift.

ARTICLE II - RECOGNITION

The County recognizes the Association as the exclusive representative for all full-time regular deputy sheriffs of Yellowstone County, Montana; except this bargaining unit excludes deputies of the rank of Lieutenant and above or their equivalent ranks in the event that their titles are changed.

ARTICLE III - ASSOCIATION RIGHTS

Section 1. Rights to Organize: The County hereby agrees that all employees shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted activities for other mutual aid and protection in accordance with Title 39, Chapter 31, M.C.A. The County further agrees that it will not discriminate against any employees for exercising any right granted by the Public Employees Bargaining Act or this Agreement.

Section: 2. Representation Fee: Employees are not required to join the Union as a condition of employment, but employees shall, during the term of this agreement, pay a representation fee as a condition of employment in the amount not to exceed the union dues for the purpose of collective bargaining, contract administration, and grievance adjustment. Employees may object to the Association on what portion of the representation fee may be collected.

The employees covered by this Agreement who were not members of the Association as of July 1, 1986, are not required to contribute a fair share fee for services rendered by the Association in an amount equal to dues paid by Association members of the bargaining unit, as a condition of employment. It is also acknowledged that any dispute concerning the assessment of the fair share fees shall be subject to the proceedings provided in Title 39, Chapter 31, M.C.A., and therefore such dispute shall not be subject to the grievance procedure. The Association shall provide written notice of the amount of the fair share fee assessment to the County and to each employee to be assessed the fair share fee.

1. An employee who voluntarily makes application and is accepted by the Association must maintain membership in good standing as a condition of employment.
2. As a condition of employment, all new hires after July 1, 1986, covered by this Agreement who choose not to be members of the Association, may be required by the Association to contribute a fair share fee for services rendered by the Association.
3. All new hires after July 1, 1986, shall come under the provisions of this Article thirty (30) calendar days after their date of hire, as a condition of employment. Employer shall discharge employees who fail to comply within thirty (30) days after receipt of written notice from the Association, unless the employee complies within the thirty (30) day period. This is subject to the provision of Section 39-31-204, M.C.A. as provided in subparagraph (a).

Section 3. Deduction of Dues from Employee's Pay: Upon written authorization of any employee within a bargaining unit, the employer shall deduct from the pay of the employee the monthly amount of dues as certified by the Association Secretary and shall deliver the dues to the Association Treasurer. The Union shall indemnify the County and Offices of the County and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article. Regular full time and part time Sheriff Deputies will participate in direct deposit for payroll.

ARTICLE IV COUNTY RIGHTS

Section 1. Rights of the County: The Association recognizes that the County has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the County to the full extent authorized by law. The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in this agreement are reserved to the County.

Section 2. Management Rights and Responsibilities: The parties recognize the prerogatives of the County to operate and manage the affairs of the County in such areas as, but not limited to:

- a. Direct employees;
- b. Hire, promote, transfer, assign, and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is ineffective or nonproductive;
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications, and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.
- g. Establish the methods and processes by which work is performed.

Section 3. Effective Laws, Rules, and Regulations: The parties recognize the right, obligation, and duty of the County, and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary insofar as such rules, regulations, directives, and orders are not inconsistent with terms of this Agreement, and all terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect.

Section 4. County Policies: The Association specifically adopts the current Yellowstone County Sheriff's Policy and Procedures Manual, and any part, which is not in conflict with this Collective Bargaining Agreement. The Association representative(s) shall be given the opportunity to meet with the employer in advance of any changes in personnel policies, or other written policies that affect the employees in the bargaining unit. The Employer shall notify the Association in writing of any changes made to Sheriff's Policy and Procedures Manual during the duration of this Agreement. It is understood that the final decision regarding policy changes rests with the employer.

ARTICLE V - COMPENSATION AND WORK HOURS

Base Percentages: (Sheriff base salary plus the Sheriff's \$2,000 statutory adjustment is used to determine Sheriff Deputy base salary.) Sheriff Deputy Base salaries for this contract are:

Compensation for FY17 through FY20:

	<u>FY17</u>
Entry through Year 1 & 364 days	72.00%
Year 2 through Year 5 & 364 days	73.00%
Year 6 through Year 9 & 364 days	74.50%
Year 10 through Year 14 & 364 days	75.50%
Year 15 on	76.50%
Sergeants	79.50%

	<u>FY18</u>
Entry through Year 1 & 364 days	72.00%
Year 2 through Year 5 & 364 days	73.00%
Year 6 through Year 9 & 364 days	74.75%
Year 10 through Year 14 & 364 days	75.75%
Year 15 on	76.75%
Sergeants	79.75%

	<u>FY19</u>
Entry through Year 1 & 364 days	72.00%
Year 2 through Year 5 & 364 days	73.00%
Year 6 through Year 9 & 364 days	74.75%
Year 10 through Year 14 & 364 days	75.75%
Year 15 on	76.75%
Sergeants	79.75%

	<u>FY20</u>
Entry through Year 1 & 364 days	72.00%
Year 2 through Year 5 & 364 days	73.00%
Year 6 through Year 9 & 364 days	75.00%
Year 10 through Year 14 & 364 days	76.00%
Year 15 on	77.00%
Sergeants	80.00%

In Fiscal Years FY18, FY19 and FY20 if the elected officials' resolution states that the base salary for elected officials, exclusive of additional compensation as generally shown in a Board Resolution in accordance with the Yellowstone County Salary Compensation Board is less than two percent (2.0%) this contract may be reopened within 30 calendar days for salary negotiations.

Section 1. Officer in Charge pay: After Shift bid, the OIC position will be open to bid by Patrol Team based on seniority and merit on the team. Deputies with at least three years completed service with the Sheriff's Office are eligible to bid for OIC. If the OIC position is not filled on an individual team basis by this process, the position will be open to all Deputies regardless of team to bid for the unfilled OIC position with same criteria applying.

If an OIC is selected from another team, then the deputy selected as OIC will transfer to the team without an OIC. The team slot vacated by the OIC will be offered to members of the OIC's new team based upon seniority; however no team will be left without a member with at least 3 years' experience. If none want to move, then the open slot will be filled by the least senior Deputy on the over-filled team. OIC receives a one percent (1%) base pay increase for the duration of the

assignment. If no one bids for an OIC position after the above process, the Sheriff will make the assignment.

Section 2. Coroner Pay: Each deputy appointed by the Sheriff to serve as coroner, will be paid a flat fee to be added to the base salary and incorporated in the payroll check. It is also understood that such individuals are still subject to FLSA overtime benefits. The monthly flat fee shall be \$250.00 per month for the deputies. Additionally, the deputies shall receive county policy travel allowance if they use their own private vehicle.

Section 3. Scheduling: Patrol deputies will be assigned two, fourteen (14) day cycles (28 days). A 14-day cycle will be made up of three 12-hour workdays, then four days comprised of three 12-hour shifts and one 8-hour shift. There shall be two (2) shifts; the day shift beginning at 7:00 a.m. and ending at 7:00 p.m., and the night shift beginning at 7:00 p.m. and ending at 7:00 a.m. Eight hour shifts will be scheduled and rotated at the discretion of the Sheriff or his designee to ensure public safety. The Sheriff or his designee may modify the work schedule to ensure public safety.

Section 4. Shift Trading: Upon consent of the Division Commander, shift trading within the division can be done.

Section 5. Overtime Calculation: When overtime is calculated, vacation leave-during the workweek shall be considered time worked. Sick leave premium holiday pay and compensatory leave will not be considered to be hours worked for the purpose of computing overtime. Voluntarily coming to work a shift in addition to the normal work week is not call back, it is hours worked and may end up being overtime or compensatory time, and deputies understand this might not be overtime or compensatory time if they use sick leave or there is a premium paid holiday in that same pay period. All work week adjustment must be approved by a Lt. or higher.

Overtime will be calculated on hours worked in excess of the daily scheduled hours. No overtime shall be worked without authorization of the Sheriff or his/her designee, and there shall be no pyramiding of overtime or premium pay. The County will not cancel pre-approved annual leave for the purpose of offsetting overtime.

Section 6 Compensatory Leave:

Members of the MPEA Sheriff's Unit must elect individually for a fiscal year at a time to:

- a) Receive overtime strictly as pay or
- b) To convert their overtime to compensatory leave at time and one-half in lieu of overtime pay for the duration of this contract until their compensatory leave bank reaches 80 hours.

If comp time is used and the leave bank falls below 80 hours, overtime earned will be converted to comp time till the bank again reaches 80 hours. This re-accrual will occur each time the bank falls below 80 hours. After the compensatory leave bank reaches 80 hours, all overtime will be compensated as pay.

The Sheriff or designee shall pre-approve the days on which compensatory leave will be taken, upon consideration of staffing needs. Compensatory leave requests shall be used in 1 hour increments. Unless approved by the Sheriff or designee, compensatory leave cannot be used to exceed the normal shift.

Compensatory leave earned in a pay period may be used the next pay period or thereafter, once it has been recorded into the pay system after the processing of each pay cycle in which it was earned. Since compensatory leave has already been converted at time and one-half, it will not be considered to be hours worked for the purpose of computing overtime when compensatory leave is utilized.

The employee must agree in writing, each June, in advance of the upcoming fiscal year, to accept FLSA compensatory time in lieu of overtime pay for the fiscal year, and must indicate his/her preference for FLSA compensatory time on a Yellowstone County Overtime/FLSA Compensation Time Selection form. If an election is not made in June of the fiscal year, the election will remain the same as the previous year. Deputies may cash out compensatory leaves balances (in full or partially) on a pay period basis with proper notification.

Section 7. Longevity: Sheriff Office - Longevity payments, Section 7-4-2510, M.C.A. Longevity will be calculated by starting with the first of the month prior to the date of his/her first anniversary of employment with the Office adjusted annually. A deputy sheriff is entitled to receive a longevity payment as outlined in statute. "Individual percentage" rather than a base of 72.00% will be used to calculate longevity.

Section 8. Clothing Allowances: New hires shall receive 4 short sleeve shirts, 4 long sleeve shirts, 3 pair pants, 1 jacket, 1 raincoat, all brass, and patches. All parts of the uniform listed above shall be replaced at no cost to the employees if it is worn out, damaged, or becomes the wrong size. Regular full-time detectives will receive a clothing and footwear allowance of one thousand (\$1,000.00) per year to be paid during the second month (August) of each fiscal year. Regular full time uniform division deputies shall receive six hundred (\$600.00) dollars paid during the second month (August) of the fiscal year. Probationary employees receive the clothing allowance the first August after completing probation.

Section 9. Reimbursement in Line of Duty: The Employer shall reimburse the employee for reasonable costs for replacement or repair of a wristwatch and/or prescription eyeglasses damaged or destroyed in the line of duty. Reimbursement under this Section shall be allowed if it is determined through investigation by the Sheriff or his/her designee that such loss was incurred in the employee's line of duty. This Section shall not apply if restitution is granted to the employee by the courts. The maximum allowance for this provision shall be \$40.00 for a wristwatch and reasonable repair or replacement costs for eyeglasses.

Section 10. Phone Calls: Reimbursement shall be made for job related long distance phone calls provided documentation is furnished.

Section 11. Call Back Pay: If an employee leaves work and is called back to start work by Lieutenant or higher more than an hour before the start of the employees shift, such time qualifies

for call back pay and the employee will be compensated for a minimum of three (3) hours at time and one-half (1.5) the regular rate of pay (premium pay). The Officer shall not be required to do any other work than what he/she was called back for.

If an employee leaves work and is called in to start work less than one hour before the start of the employees shift this does not qualify for call back pay it is considered an extension of the shift.

Continuing work after a Deputy's shift is over with no break in service is always on extension of the shift and call back does not apply.

This Section includes call back for court time. A subpoena is necessary to receive court time pay. For Court call back, the officer shall not be required to do any other work than what he/she was called back for.

If a deputy is called in early more than one hour before the shift, the Sheriff or designee must give the deputy 12 hours' notice or it will be considered call back.

Mandatory training outside a scheduled shift is considered call back. The Sheriff will define mandatory training. Coroner calls are covered under coroner pay and this section does not apply. Fire Marshal meetings are regular work time not call back. Call back includes:

- Court time with subpoena
- Attending FTO meeting outside normal scheduled hours
- SWAT training outside normal scheduled hours
- Meeting with the County Attorney outside normal scheduled hours
- Commander meeting outside normal scheduled hours
- Other situations where a Lt. or higher calls a deputy in to work

(Deputies on day shift will do their best to schedule meeting or inform others that it works best to schedule meeting during their work time. For example, with County Attorney's Office or other agencies. If a deputy goes from the end of a shift to one of the call back criteria above (meeting, etc.) it is an extension of the shift. Call Back is a compensation premium payment not overtime or compensatory time and is not used for overtime calculations.

Section 12. Training Compensation: If a deputy is required to attend training, he/she shall be compensated at the applicable rate of pay. The Office must make a good faith effort to equalize the amount of training offered to each employee.

Section 13. Shift Differential: Deputies who are assigned to rotational shifts will receive a shift differential of \$0.76 per hour (paid at \$0.38 year round) for the hours worked on the night shift. Deputies who work rotational shifts work approximately 6 months on dayshift and 6 months on nightshift. Night shift is defined as 7:00 PM to 7:00 AM. In order to simplify payroll, the differential will be paid year round at the rate of \$.38 (thirty eight cents) per hour.

Section 14. Field Training Officer Pay: Each Deputy who is appointed in writing to serve as a Field Training Officer (FTO) will receive additional pay equivalent to 1% of the Deputy's base hourly rate of pay.

Section 15. Certification Pay: The Sheriff's Office will provide a one-time \$300.00 incentive for the successful completion of P.O.S.T. Intermediate Certification and a one-time \$600.00 incentive for the successful completion of P.O.S.T. Advanced Certification; a one-time \$900.00 incentive for the successful completion of P.O.S.T. Supervisory Certification; a one-time \$1200.00 incentive for the successful completion of P.O.S.T. Command Certification and a one-time \$1500.00 incentive for the successful completion of P.O.S.T. Administrative Certification.

ARTICLE VI. SENIORITY

Section 1. Probation: A deputy shall be classified as probationary for the first (12) months of continuous employment. All employees shall be without seniority for the first twelve (12) months of employment. Upon successful completion of the twelve (12) month period, employees shall accrue seniority from the date of their continuous employment as a sheriff deputy. A non-probationary deputy shall be a deputy with more than one year of employment with the Yellowstone County Sheriff's Office unless extended. Upon mutual agreement between the County and the Union, an employee's probationary period may be extended. During this extension the employee may be discharged by the County with or without cause. A discharged probationary employee shall have no recourse against the County or the Union.

Section 2. Layoff: Layoffs caused by reduction in force shall be in order of seniority within the bargaining unit; that is, the employee last hired shall be the first released, unless in the opinion of the Sheriff, there is no one on the force who is capable of fulfilling that employee's responsibilities. Before an employee can be laid off, he/she must receive written notice 15 calendar days before the layoff is to occur.

Section 3. Termination of Seniority: Seniority shall terminate upon resignation, discharge, retirement, or by failure to report after recall from layoff.

Section 4. Promotions: Provided qualifications and merit, which is competence and ability, are equal, seniority shall apply to promotions. Sergeants shall come from the ranks of those employees with five (5) or more years of service as a sworn deputy with Yellowstone County Sheriff Office. See Sheriff's Policy 10-2 for specifics. Effective date for promotions will be the start of the pay period currently the 1st and 16th of the month.

Section 5. Seniority List: The Employer, listing employees by date of hire, taking account of lapses in seniority accrual, shall maintain the seniority list. The list shall be posted. Seniority shall not accrue during layoff or while an employee is on a leave of absence without pay in excess of fifteen days. Seniority determines shift preference and days off. The Sheriff has the authority to make special assignments.

Section 6. Recall: On layoff the least senior employee shall be the first laid off and on recall from the layoff the most senior employee shall be the first recalled. Recall shall be by notice to

the employee's last known address. Employees called back following a layoff shall have fourteen (14) calendar days to return to work.

ARTICLE VII – DISCIPLINE

Both parties agree that all disciplinary action shall be based in accordance with Sheriff Office Policy Manual and County Policies.

ARTICLE VIII – INFORMAL COMPLAINTS, GRIEVANCE PROCEDURE, AND ARBITRATION

Section 1. General Provisions

1. The parties in their mutual interest acknowledge that it is desirable for the employee and his/her supervisor to resolve problems through free and informal communications. Nothing contained in this Agreement shall be construed to prevent an employee from discussing a problem with his/her supervisor and having it adjusted without intervention or representation by Association representatives.
2. A grievance shall mean an alleged violation, misinterpretation, or misapplication of any provision of this Agreement. Disputes regarding issues bargained will be covered by the grievance procedure.
3. All disputes, controversies, or claims arising out of or relating to this contract must first proceed through steps 1 and 2 of the grievance procedure before advancing to arbitration or an alternative review process.
4. The Association shall be the exclusive representative of the employee(s) in grievance procedures and arbitration. The Association shall not be required to pursue employee grievances if in the Association's opinion a grievance lacks merit.
5. The term day used herein shall mean "working day" Monday through Friday, excluding holidays as defined by Montana State law.
6. Failure of the grievant or Association to act on a grievance within the prescribed time limits will act as a bar to any further appeal. The Employer's failure to issue a response within the time limits shall permit the Association to proceed to the next step. Parties may by mutual, written agreement extend any deadlines set forth in this agreement.
7. The grievant is generally entitled to attend hearings and meetings regarding the grievance. A grievant shall not use paid working time to prepare a grievance or to attend grievance, mediation, grievance board, or arbitration hearings. The employer shall release the grievant from regular duty to attend such hearings, but the grievant must use accumulated leave, such as vacation or comp time, to cover the time away from duty. This release will include the evening/night before and after if the employee works other than a day shift.
8. An employee other than the grievant may be given working time off to participate in a grievance hearing. However, this time may be paid working time only if that employee's participation is at the request of Yellowstone County.
9. Employees shall not be retaliated against for filing a good faith grievance or participating in a grievance hearing under this procedure. If an employee believes he/she is experiencing retaliation, s/he shall immediately report such conduct to the Association and Human Resources Director or the Board of County Commissioners.

10. An employee must have successfully completed his/her probationary period in order to file a grievance.
11. Two or more grievances involving the same issue may be consolidated upon mutual, written agreement of the County and the Union involved.

Section 2. Informal Complaints

The parties hereby agree that informal discussion is encouraged. Prior to filing a formal grievance, an employee, steward, or Association representative shall attempt to resolve the issue informally with the immediate supervisor.

Section 3. Grievance Procedure

Step 1. If an employee files a formal grievance, the employee in concurrence with the Association shall submit the grievance in writing to the Undersheriff within 15 working days of the origin of the occurrence. The written grievance shall at minimum contain the following information:

- 1) Employee's name;
- 2) A statement of the nature of the grievance;
- 3) A proposed solution to the grievance;
- 4) The employee's and/or Association representative's signature and date.

The Undersheriff shall have fifteen (15) working days from receipt of the grievance to respond to the grievant in writing.

Step 2. In the event the Association is not satisfied with the disposition of the grievance in Step 1, it shall be referred in writing by the Association to the Sheriff with a copy to the Director of Human Resources within fifteen (15) working days after receiving the Undersheriff's response in Step 1. A meeting between the Sheriff, Sheriff's designees, Director of Human Resources, grievant, and Association representative shall be held at a mutually agreeable time within fifteen (15) working days of the initiation of Step 2. If the grievance is settled, it shall be reduced to writing and signed by the Association and the Sheriff or designee. Grievances at this level must be settled within fifteen (15) working days after the meeting.

The Board of County Commissioners must approve all monetary settlements. If a settlement is reached, it shall be presented to the Commissioners by the Sheriff or his designee and approved by the Commissioners within 15 working days of settlement. The grievant shall not be penalized in reference to time limits during this period. If the settlement is not approved by the Board of County Commissioners, the grievant may continue with arbitration or an alternative review process.

Section 4. Mediation (optional)

1. The Montana Board of Personnel Appeals or Federal Mediation and Conciliation Services will be used exclusively for grievance mediation.
2. The parties must submit a signed, joint request for assistance.
3. The parties agree to waive time limits while the mediation step is being utilized.
4. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic, or tape recordings of the meetings will be made.
5. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting.
6. The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.
7. The mediator has no authority to compel a resolution.
8. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate sessions with an oral advisory opinion.
9. If the parties cannot resolve the grievance, the grievant may proceed with arbitration or an alternative review process.
10. Nothing said by the parties during a grievance mediation, or any documents prepared for a mediation session, can be used during arbitration proceedings.
11. The parties agree to hold the Montana Board of Personnel Appeals or Federal Mediation and Conciliation Services and their mediators harmless for any claim of damages arising from the mediation process.
12. The parties must agree to these procedures and guidelines prior to initiation of the mediation process.

Section 5. Grievance Board (optional)

In the event that the Association is not satisfied with the disposition of the grievance after Step 2 or after mediation (if utilized), within 15 working days of the conclusion of either, a Grievance Board consisting of three members will be selected as follows:

- 1) The Association will select one member
- 2) The Sheriff will select one member
- 3) The two chosen members will then select the third member. The third member will serve as chairman and hearing officer.

None of the members will be employees of Yellowstone County or the Association or County legal counsel. The Grievance Board shall conduct a hearing within twenty (20) working days after the Board is established. The hearing shall be conducted in a fair and impartial manner and allow equal access to all parties to attain a full and open understanding of the grievance. The Grievance Board shall render a decision within fifteen (15) working days following the hearing. The Board's decision shall be of a majority and shall be final and binding.

The parties shall split costs of the mutually selected Chairman/hearing officer equally. The Grievance Board shall not have the right to recommend, amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The Grievance Board is to consider and decide on the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of the contract.

Section 6. Arbitration

In the event that the Association is not satisfied with the disposition of the grievance after Step 2 or after mediation (if utilized), within 15 working days of the conclusion of either, the Association shall deliver written notice to the Sheriff (with a copy to the Director of Human Resources) that the grievance will be taken to arbitration.

Within five (5) working days after submission of the written notice, the Association and County will attempt to mutually agree on an impartial arbitrator. If the Association and the County are unable to mutually agree on an impartial arbitrator, the Association shall within ten (10) working days of submitting the written arbitration notice to the County send a written request to the Montana Department of Labor and Industry requesting a list of five arbitrators. Within five (5) working days of receipt of the list, the Association and County shall meet and alternately strike names from the list. A coin toss will decide who goes first. The arbitrator whose name remains on such list shall hear the case and decide the issue.

Each party shall bear the expenses of its own representatives and witnesses but the expenses of the arbitrator shall be shared one-half (1/2) by the County and one-half (1/2) by the Association.

The impartial arbitrator shall have no power to render a decision on any matter not specifically covered by the terms, provisions, or limitations of the Agreement; to render a declaratory judgment; or to add to, subtract from, or modify any of the terms, provisions or limitations of the Agreement.

The impartial arbitrator must render a decision within thirty (30) working days of the hearing.

The arbitrator's written decision shall be final and binding upon the grievant, the Association, and the County.

ARTICLE IX – LEAVES

Section 1. Annual Vacation Leave: Per Statute and County Policy. Vacations will be taken at a time that is mutually agreeable to the employee and approved by the immediate supervisor, giving consideration to the needs of the employee and obligation of the office. If approved, vacation will be made by seniority as to requests made prior to April 1 and on a first requested, first approved basis thereafter. If two or more employees on the same shift request the same vacation day(s) on the same request day, seniority shall prevail.

- Unless approved by the Sheriff or designee, vacation can not be used to exceed the scheduled shift.

- No vacation leave with pay will be granted in advance of vacation earned.
- Vacation time taken off shall be recorded to the nearest quarter hour.

Section 2. Sick Leave:

Employees of the union are entitled to sick leave benefits as set forth for all public employees in Section 2-18-618, M.C.A. and County Policy. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this act.

After three (3) consecutive days, the County reserves the right to require an employee to provide a medical certificate or require a medical examination of anyone: using sick leave, medical benefits, Worker's Compensation benefits, or whose physical or mental condition interferes with or may interfere with the performance of his/her duties. The examination will be conducted by a medical doctor, psychologist, or psychiatrist selected by the County at the County's expense.

Upon approval by the Sheriff, employees who, because of illness or injury, are subject to extended convalescence may return to work in a light or limited duty status in lieu of exhausting all earned sick leave credits. Any employee returning to work in a light or limited duty status shall provide the Sheriff or his designee with written permission or authorization from his/her physician allowing the employee to return to work in that capacity. The Sheriff may require a physician's statement prior to allowing an employee to return to a light duty assignment or to normal duties.

Section 3. Bereavement Leave: Per County Policy. A deputy may attend the funeral of a co-worker in the Sheriff's Office, a retired Sheriff's Office employee, or a law enforcement officer in another jurisdiction in Montana upon approval of the Sheriff or his/her designee without causing a loss of pay.

Section 4. Holidays: Per Statute, County Policy, and CBA.

An employee required to work on the actual holiday (not the observed holiday), excluding the statutory general Sunday holiday as cited in M.C.A. 1-1-216(a) shall receive hourly compensation in the form of time and one half (1.5) hours pay for each hour worked on the holiday (premium pay), plus the 8-hour holiday pay at the straight time rate. This shall be in the form of paid compensation. An employee who is not required to work on the actual holiday shall receive eight (8) hours of holiday pay at the regular rate, and should circumstance require, the employee may charge the remaining hours required to reach 80 hours (four [4] hours of the 12 hour shift) to vacation or previously accrued comp time. A Deputy may exchange short day (8-hour day) as the holiday and work another 12- hour day instead of taking 4 hours vacation or previously accrued comp time. This must be coordinated with the Supervisor. Any deputy who is to be reassigned from a holiday they would normally work shall be given two weeks notice. The start of the shift determines the holiday, for example shifts starting at 7 A.M. and 7 P.M. on December 25th would be considered working the Holiday, not the 7 P.M. shift on December 24th.

Note: premium pay in this section refers to paying time and one-half for hours worked on a holiday.

Section 5. Leaves Without Pay: Employees may take leave of absence without pay subject to prior approval of the Sheriff. Requests may be submitted in writing to the Sheriff within a reasonable time prior to the requested starting date. The request may also state the reason for the

leave and the requested duration of the leave. The supervisor shall respond to the employee in writing giving the reason for the denial if leave is denied.

Section 6. Jury Service: Jury duty-service as witness, Section 2-18-619, M.C.A. and County Policy.

Section 7. Military Leave: Shall be governed by State and Federal law.

Section 8. Family and Medical Leave: Governed by Federal Law, State Law, and County Policy.

ARTICLE X - OFFICER SAFETY AND TRAINING

Section 1 – Responsibility: Each person covered by this agreement has the responsibility to:

1. Take reasonable care for their individual health and safety; consider the safety of other persons who may be affected by their acts or omissions.
2. Work in accordance with information, instruction, and training provided.
3. Refrain from intentionally misusing or recklessly interfering with anything that has been provided for health and safety reasons.
4. Report any hazardous defects in equipment or shortcomings in the existing safety arrangements to a Command Staff without delay.

Section 2. Accidents and Injuries: The employee shall, to the best of his/her ability, complete an accident report form provided by the employer immediately after an accident or at the latest upon completion of shift and return it to his/her supervisor, who shall forward it to the Sheriff for review. All accidents and injuries regardless of their magnitude shall be reported, and failure to do so may result in delay or denial of possible worker's compensation benefits and/or disciplinary action.

Section 3. Hepatitis Shots: Hepatitis shots and any other medical and/or safety items required by acceptable law enforcement safety standards shall be provided at the Employer's expense.

Section 4. Body Armor: All deputies who wish to have body armor will be provided with new issue or have their present armor refurbished within the guidelines. No deputy will be required to wear "hand me down" body armor. Body armor shall be replaced every five years in increments - such as 1/3 at a time.

Section 5. Education: It is encouraged by the Yellowstone County Sheriff's Office that all deputies achieve a bachelor's degree from an accredited college or university. Please refer to County Policy on Education.

ARTICLE XI - HEALTH AND MAJOR MEDICAL INSURANCE

Section 1. Health Insurance: The County shall pay the cost of the premium for the group hospitalization major medical plan for individual coverage for each eligible employee employed by the County who is enrolled in the County's group hospitalization major medical plan on the same basis as other County employees.

Section 2. Advisory Committee: The bargaining unit may have an employee representative on the Health Insurance Advisory Committee and the Association shall notify the County who the representative is and any change in representation.

ARTICLE XII - STRIKES AND LOCKOUTS

The Association agrees to the essential nature of the services provided by its members in protecting the public welfare. In recognition of this fact, the Association agrees that there shall be no work interruptions, slowdowns, or strikes at any time. In the event of the unauthorized interruptions the Association agrees that it will join with the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lockout of bargaining unit employees.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

Section 1. Severability: If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2. Administration of the Contract: Both parties retain all remedies provided to them by law subject to the provisions of this contract, however, it is agreed that before either of the parties make use of these remedies, it will make a reasonable effort to settle the matter through such procedures as provided for by this contract.

It is understood and agreed by the parties that any claim by an employee which constitutes an unfair practice allegation as defined by 39-31-401, M.C.A., of the Montana Public Employees Collective Bargaining Law as amended, shall not be subject to the grievance procedure provided in this Agreement, notwithstanding reference to any such matters in this Agreement, but the employee's exclusive remedy shall be to file such charges with the Board of Personnel Appeals as provided by Title 39, Chapter 31, M.C.A. of the Montana Public Employees Collective Bargaining Law, as amended since jurisdiction for the determination and enforcement of unfair practices is vested in the Board of Personnel Appeals by the Montana Public Employees Collective Bargaining Law, as amended.

Section 3. Drug and Alcohol Free Workplace: Per County Policy.

ARTICLE XIV - DURATION OF AGREEMENT

Section 1. Term and Reopening Negotiations: The provisions of this Agreement shall be effective July 1, 2016 and shall remain in full force and effect until June 30, 2020. A wage reopener (Article V only) is permitted only under any of the following conditions:

1. By mutual consent of both parties (BOCC and Union)
2. If legislature changes M.C.A 7-4-2508.

3. If the County compensation committee base wage for the elected officials raise is less than 2%.

If either party desires to re-negotiate or amend the Agreement, written notice of such intent to the other party shall be made at least ninety (90) calendar days and not more than one hundred twenty (120) calendar days before the expiration of this Agreement. During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both the parties in written and signed amendment of this Agreement, with the exception of a wage reopener as dictated above. All amendments or memorandums of understanding must be approved by the Board of County Commissioners.

Section 2. Effect: This agreement constitutes the full and complete agreement between the County and the Union upon which the parties did bargain or could have bargained unless amended by Section 1. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. The parties acknowledge that all the remedies for breach of this contract are contained within the provisions of this contract.

Section 3. Term: The employer's fiscal year runs from July 1st of each year to June 30th of the following year. The term of this agreement shall be July 1, 2016 to June 30, 2020.

Section 4. Negotiations: Negotiations will be opened at any time that a change in law or an official act by person or bodies other than the parties hereto nullifies any of the terms of this contract. Negotiations at this time will be confined to the particular matter affected.

Entered into this _____ day of _____, 2016.

**BOARD OF COUNTY
COMMISSIONERS
YELLOWSTONE COUNTY**

**MONTANA PUBLIC
EMPLOYEES ASSOCIATION**

JOHN OSTLUND, CHAIRMAN

QUINTON NYMAN, EXEC DIRECTOR

JIM RENO, MEMBER

DARCY DAHLE, FIELD REP

ROBYN DRISCOLL, MEMBER

DERREK SKINNER, UNION PRESIDENT

MIKE LINDER, SHERIFF

ATTEST: _____
JEFF MARTIN, CLERK & RECORDER

B.O.C.C. Regular

Agenda Item 3. b.

Meeting Date: 11/01/2016

Title: Yellowstone Restoration Plan

Submitted By: Paulette Turner-Byrd

TOPIC:

Comment to Natural Resource Damage Program on Draft Yellowstone Restoration Plan

BACKGROUND:

A settlement has been proposed with ExxonMobil Pipeline Co. to resolve natural resource damage claims stemming from the 7/1/11 Yellowstone River Oil Spill. There are several restoration alternatives and the MT Dept. of Justice is asking for comment by the deadline of Monday, Oct. 31st at 5:00 pm

RECOMMENDED ACTION:

Approval of submittal of comment sent Oct. 31st

Attachments

Y'stone River Restoration

Yellowstone County



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

P.O. Box 35000
Billings, MT 59107-5000
commission@co.yellowstone.mt.gov

October 31, 2016

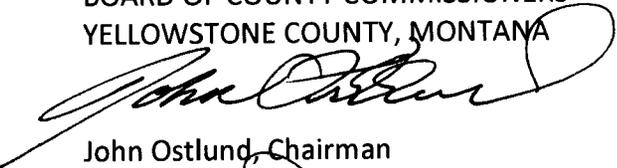
State of Montana
Natural Resource Damage Program
Attn: Yellowstone Restoration Plan
PO Box 201425
Helena, MT 59620-1425

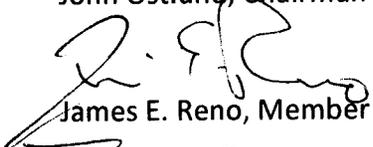
To Whom It May Concern:

The Yellowstone County Board of County Commissioners would like to offer comments on, and support for, Alternative 2 as described in the Draft Programmatic Damage Assessment and Restoration Plan and Draft Programmatic Environmental Analysis.

Long term recovery is the final step in managing large disasters such as the 2011 Silvertip Pipeline spill. The restoration plan, as outlined in Table ES-1, takes a technically feasible approach to resource recovery of the Yellowstone River and affected lands and resources in Yellowstone County. The multiple project types address the numerous impacts that the oil spill had on the community and economy of Yellowstone County. Yellowstone County would also like to take this time to thank all agencies and individuals who worked over the last 5 years towards the response and recovery of the Yellowstone River and its ecosystem.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


John Ostlund, Chairman


James E. Reno, Member


Robyn Driscoll, Member

BOCC/ptb

c: Brad Shoemaker, Emergency & General Services Director

Paulette Turner-Byrd

From: Stickney, Alicia <AliciaStickney@mt.gov>
Sent: Thursday, September 22, 2016 2:31 PM
To: Stickney, Alicia
Subject: Yellowstone River Draft Restoration Plan
Attachments: Fact Sheet Draft 8-PAGE.docx

Greetings,

You are receiving this email because your or your organization has an interest in natural resource issues on the Yellowstone River.

Yesterday, the State of Montana, the U.S. Department of Justice, and the U.S. Department of the Interior announced a proposed settlement with ExxonMobil Pipeline Company to resolve natural resource damage claims stemming from the July 1, 2011 Yellowstone River oil spill. ExxonMobil Pipeline Company has agreed to pay \$12 million in natural resource damages to the federal government and the State of Montana as Trustees for the natural resources devastated by the spill. The proposed consent decree was filed in federal court yesterday, and the State and federal government have issued a draft restoration plan that will take action to address the natural resource injuries.

In the restoration plan, the Trustees evaluated a range of restoration alternatives that would provide resource services to compensate the public for losses pending natural recovery of resources injured by the oil spill. The Trustees plan to work with project partners such as local, state, and federal agencies and nonprofit organizations and landowners to implement the projects.

The draft restoration plan is available online at <https://dojmt.gov/lands/yellowstone-river-oil-spill-july-2011/> and by request at the address below. The public comment period on the draft restoration plan will close at 5:00 PM on Monday, October 31, 2016. Written comments on the draft restoration plan should be sent via e-mail to: NRDP@mt.gov with "Yellowstone restoration plan comment" in the subject line.

Or by U.S. mail to: Natural Resource Damage Program
PO Box 201425
Helena, MT 59620-1425

The Trustees will host a public meeting to summarize key components of the restoration plan and receive oral comment. The public meeting will be held on Wednesday, October 12, at the Montana Fish, Wildlife and Parks conference room at 2300 Lake Elmo Drive in Billings, from 6:00 to 8:00 PM. The Trustees will review and consider comments received during the public comment period when preparing the final restoration plan.

Today's proposed settlement, lodged with the U.S. District Court for the District of Montana, is subject to a 30-day public comment period following notification in the Federal Register and final approval by the court. To view the consent decree or to submit a comment, visit the department's website: www.justice.gov/enrd/Consent_Decrees.html.

Alicia Stickney

Natural Resource Damage Program
Montana Department of Justice
PO Box 201425
1720 9th Avenue
Helena, MT 59620-1425
406-444-1346



Montana's NRD Program

1990, Governor establishes the NRD Program (NRDP)

Program represents State and FWP, DEQ, and DNRC

Governor's NRD Policy Committee (Gov. Chief of Staff, Directors, and Attorney General) provides NRDP guidance

NRDP is administratively attached to MDOJ

NRDP Organization –**litigation component (recovery damages)** and a **restoration component** (to implement restoration using settlement funds)

The Program has 12 FTEs

NRDP is funded by settlement funds, not tax funds

NRD Law: CERCLA, CECRA, OPA

Remediation/Cleanup

- Hazardous substances are cleaned up to protective levels
 - Human health
 - Environment
- Goal is not to restore environment

NRD Restoration

- Often picks up where remediation leaves off
 - Goal: To restore injured natural resources to baseline conditions
 - Damages recovered must be used to restore or replace injured resources



Requirements for Recovery of Money Damages in an NRD Case

The Injured Natural Resources

- ✓ Had to be owned, controlled, or held in trust by the State of Montana or the Federal Trustee
- ✓ Had to be injured by releases of hazardous substances from a responsible party

Damages for Lost Services:

- ✓ lost physical and biological functions previously performed by a natural resource
- ✓ lost human use of injured resources, including lost recreation opportunities, is also a lost service
- ✓ Lost human non-use values (existence, option, etc.)

Injured Natural Resources



July 1, 2011 Yellowstone River Oil Spill

- \$12 million settlement
 - \$9.5 million State funds
 - \$2.5 million Federal funds
- Injured Resources
 - Terrestrial/riparian habitats
 - Large woody debris
 - Riverine aquatic habitat
 - Pelicans – Federal
 - Human Use (Recreation)



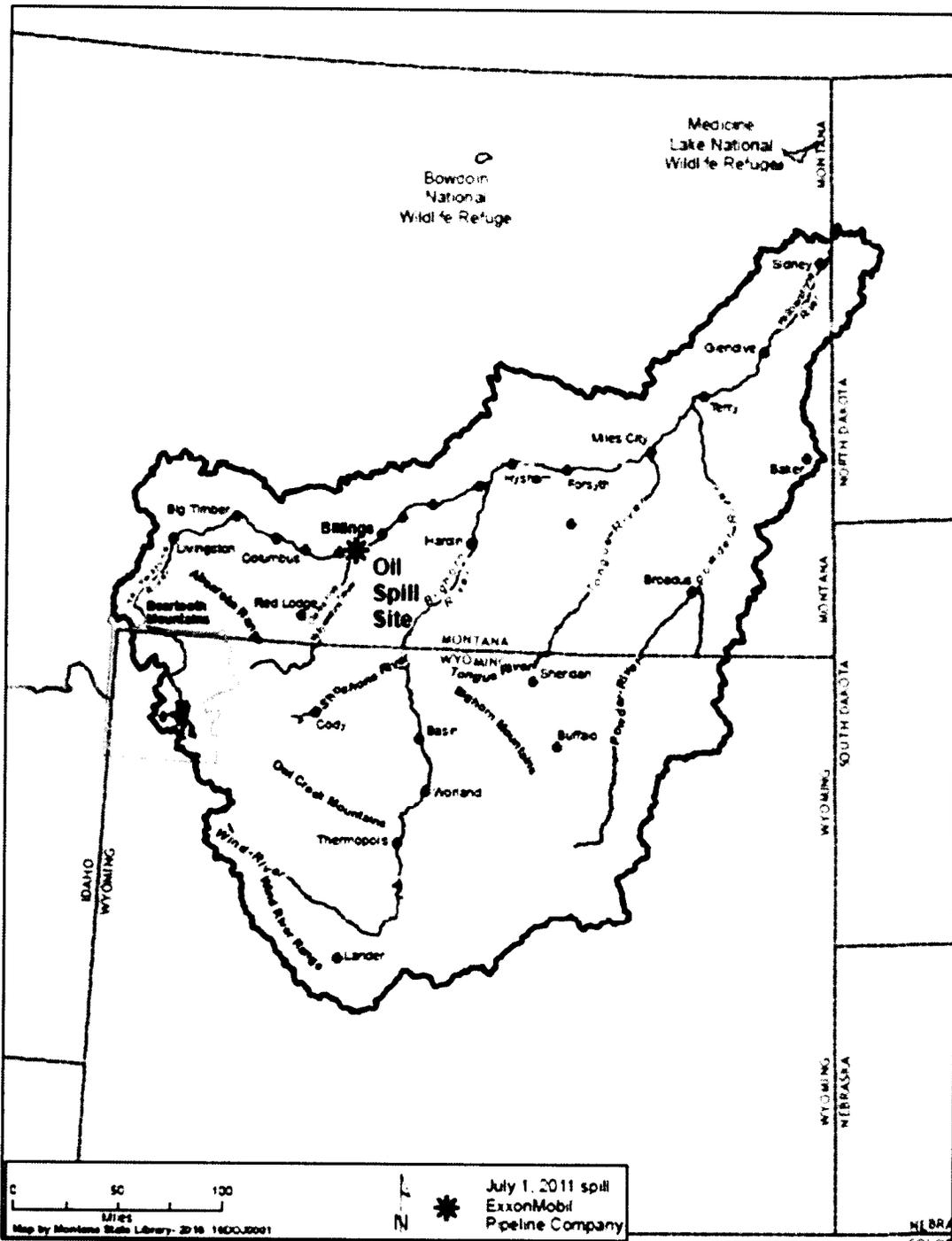
ExxonMobil Pipeline Company July 1, 2011 Yellowstone River Oil Spill Restoration Plan Fact Sheet

The State of Montana and the U.S. Department of the Interior have prepared a draft restoration plan for the July 1, 2011 Yellowstone River Oil Spill to describe restoration project types to be undertaken on the Yellowstone River and in related areas. The State of Montana and the U.S. Department of the Interior are Trustees for the restoration of natural resources and public use services that were exposed and/or injured by the 2011 Yellowstone River oil spill. The restoration plan describes the natural resource injuries caused by the oil spill and restoration project types that could compensate for those injuries. The natural resource damage assessment and restoration plan are being performed pursuant to the Oil Pollution Act of 1990 (OPA) (33 USC §§ 2701, *et seq.*).



Oil inundated floodplain on Yellowstone River- Note visible oil on water & vegetation at water's edge. Photo credit: Larry Mayer

Map 1-1 Yellowstone River Basin



HISTORY OF THE SPILL

On July 1, 2011, a 12-inch diameter pipeline (Silvertip Pipeline) owned by the ExxonMobil Pipeline Company ruptured near Laurel, Montana, resulting in the discharge of crude oil into the Yellowstone River and floodplain. The discharge is estimated to have been about 63,000 gallons (about 1,500 barrels) of oil. The discharge occurred during a high-flow event, affecting approximately 85 river miles and associated floodplain. Oil from the spill, along with the cleanup activities, harmed natural resources including fish and other aquatic life, birds (including migratory birds), wildlife, large woody debris piles, aquatic habitat, terrestrial habitat, recreational use, and the services provided by these natural resources. These public natural resources are under the Trusteeship of the State of Montana and the U.S. Department of the Interior.

THE OIL POLLUTION ACT & NATURAL RESOURCE DAMAGE ASSESSMENT AND RESTORATION

The primary goal of the Oil Pollution Act and the natural resource damage assessment process is to make the environment and public whole for injuries to natural resources and services resulting from a discharge of oil or other hazardous substances to the environment. In the restoration plan, the Trustees have presented their evaluation of injuries to the natural resources, presented restoration alternatives, and identified projects that benefit the same or similar resources injured by the oil spill.

INJURED RESOURCES AND RESTORATION ALTERNATIVES

Oil from the spill, as well as spill response and cleanup activities, harmed fish, wildlife, and their habitats, in and around the Yellowstone River. The spill also impacted the recreational use of the river and public sites along the river. Injuries included:

- Terrestrial/riparian habitat and supported biota, through exposure to oil and disturbance caused by response and cleanup activities.
- Large woody debris piles injuries, through exposure to oil and disturbance by response and cleanup activities.
- Riverine aquatic habitat and supported biota, including fish injuries, caused by exposure to oil.
- Birds, through exposure to oil and disturbance by response and cleanup activities, specifically injuries to cavity-nesting birds and American white pelican.
- Human service losses, including recreational angling and park use.

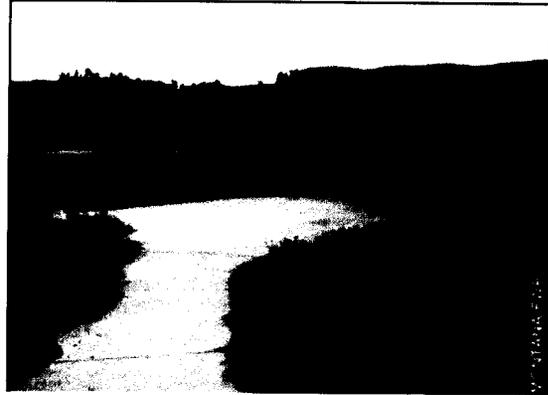


*External Lesion Caused by Oil on Redhorse Sucker
Collected in Fall 2011 Down River from the Spill Site
Photo credit: Montana FWP*

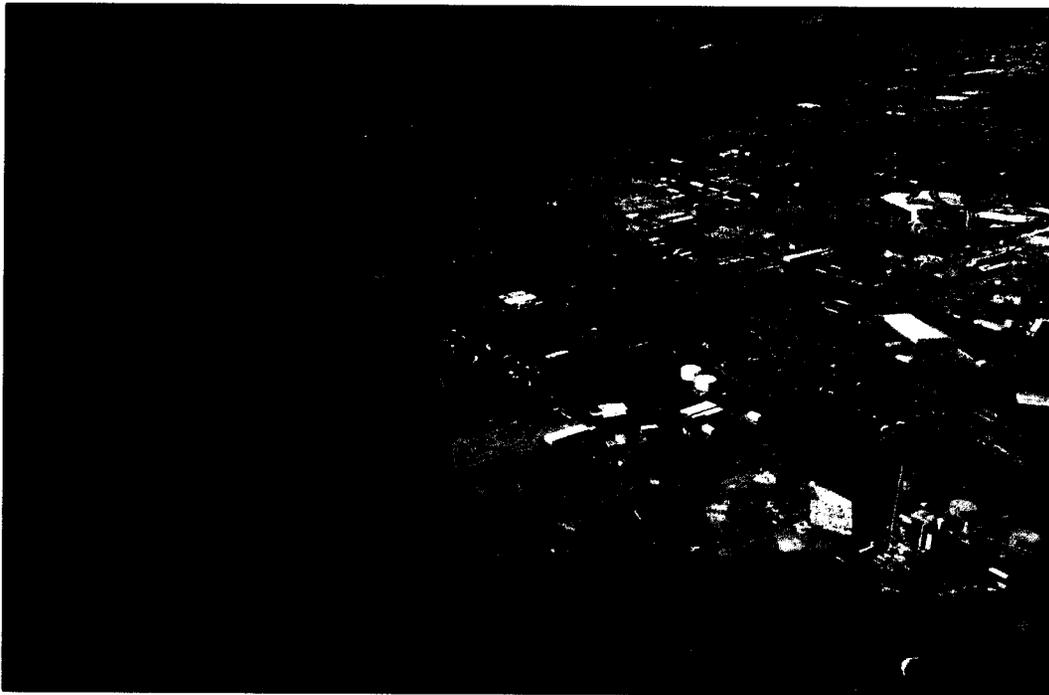
The Trustees evaluated a range of restoration alternatives that would provide resource services to compensate the public for losses pending natural recovery of resources injured by the oil spill. The Trustees have identified preferred restoration types designed to address the resource injuries. The Trustees plan to work with project partners such as local, state, and federal agencies and nonprofit organizations and landowners to implement the projects.

Project types include:

- Acquiring terrestrial/riparian bottomland to conserve and restore terrestrial habitat with some acquisitions focusing on habitat requirements for injured birds
- Controlling invasive woody species on state and federal lands
- Acquiring channel migration easements or acquisitions to provide large woody debris recruitment
- Removing flanked riprap from the river to improve river function and aquatic habitat
- Removing side channel blockages to improve river function and aquatic habitat
- Increasing fish production by providing fish passage around fish barriers
- Restoring and stabilizing river banks using soft bank restoration techniques
- Increasing American white pelican production by improving breeding and nesting areas
- Improving city parks and public lands bordering the Yellowstone River
- Improving urban fishing opportunities on public ponds adjacent to the Yellowstone River
- Developing new and preserving existing public access on the Yellowstone River



Captain Clark Fishing Access Site, Photo credit Montana FWP



Yellowstone River, Photo credit: Larry Mayer

PUBLIC COMMENT

A proposed consent decree was filed in federal court. The State and federal government have also issued a draft restoration plan which sets forth proposed actions that would address the natural resource injuries. The draft restoration plan is available on line at <https://dojmt.gov/lands/yellowstone-river-oil-spill-July-2011/> or by request at the address below. The State and federal government are seeking public comment on both the proposed consent decree and the draft restoration plan.

There will be a comment period on the restoration plan ending at 5:00 PM on Monday, October 31, 2016. Trustees will host a public meeting to summarize key components of the restoration plan and receive oral comment. The public meeting will be held on Wednesday, October 12, at the Montana Fish, Wildlife and Parks conference room at 2300 Lake Elmo Drive in Billings, from 6:00 PM to 8:00 PM. The Trustees will review and consider comments received during the public comment period when preparing the final restoration plan.

Written comments on the draft restoration plan should be sent via e-mail to: NRDP@mt.gov with "Yellowstone restoration plan comment" in the subject line.

Or by U.S. mail to:

Natural Resource Damage Program
Attn: Yellowstone Restoration Plan
PO Box 201425
Helena, MT 59620-1425

The proposed settlement, lodged with the U.S. District Court for the District of Montana, is subject to a 30-day public comment period following notification in the Federal Register and final approval by the court. To view the consent decree or to submit a comment, visit the department's website: www.justice.gov/enrd/Consent_Decrees.html.

For more information or for a copy of the plan, please contact:

Montana Natural Resource Damage Program, 406-444-0205, <https://dojmt.gov/lands/> or BLM, 406-896-5000, [http://www.blm.gov/mt/st/en/fo/billings field office.html](http://www.blm.gov/mt/st/en/fo/billings_field_office.html)

Summary of Preferred Restoration

Project Type	Project Example	Allocation*
Damage Category: Terrestrial/Riparian Habitat (includes habitat restoration for cavity nesting birds)		
Conservation easements or fee title land acquisitions	Individual or multiple easements or fee title land acquisitions to protect and restore terrestrial/riparian areas and cottonwood bottomlands and areas with complex understory for cavity nesting birds	\$3,560,000
	Restoration of properties within or adjacent to BLM recreation areas or State lands	
Control of invasive woody species	Removal on nearby BLM lands such as Bundy Island, Pompeys Pillar, Sundance, and FWP or DNRC state-owned lands	
Damage Category: Large Woody Debris Piles		
Channel migration or other easements or fee title land acquisitions	Recruit large woody debris through channel migration zone or other easements or fee title land acquisitions on cottonwood bottomland	\$2,090,000
Restore river function	Remove flanked riprap from mid-channel areas	
	Remove non-functional bank riprap	
	Remove side channel blockages	
Damage Category: Riverine Aquatic Habitat		
Restore fish passage	Restore fish passage in Yellowstone River tributaries	\$2,640,000
Soft bank stabilization	Soft bank stabilization rather than hard stabilization to protect infrastructure on State land	
Restore riverine habitat	Remove flanked riprap and side channel blockages	
Damage Category: American white pelican		
Fencing and water level management for predator control at National Wildlife Refuges	Actions on American white pelican breeding areas Bowdoin National Wildlife Refuge and Medicine Lake National Wildlife Refuge	\$400,000

Project Type	Project Example	Allocation*
Damage Category: Recreational Human Use		
Develop and improve boat launch sites	Motorized boat launch at Billings Riverfront Park, hand launch site at Billings Riverfront Park, install vault toilet at Laurel Riverside Park boat launch	\$2,410,000
Nature trails	Pave a hiking and biking nature trail at Billings Riverfront Park	
Other park improvements	Develop a Master Plan for Laurel Riverside Park to identify and prioritize additional projects	
	Implement projects from Riverside Park Master Plan	
Recreation area improvements	Repair facilities at Sundance Recreation Area and Pompeys Pillar National Monument	
Urban pond rehabilitation	Lake Josephine – develop and implement a fish management plan and habitat improvements at Billings Riverfront Park	
	Laurel Pond – dredge and improve habitat features, develop handicapped access and shoreline fishing opportunities	
Develop a new fishing access site or preserve access to existing sites	Acquire and develop a fishing access site between Laurel and the Huntley Diversion or preserve infrastructure to existing fishing access sites	
Provide safe access to the river	Huntley Diversion access across railroad tracks or in other areas	
		Total: \$12,000,000

Notes: *During restoration planning, the Trustees quantified injuries to natural resources through scientific and economic studies and allocated these dollar amounts to restoration projects for specific injured resources to offset the losses. An additional \$900,000 is allocated to past and future planning.

BLM = Bureau of Land Management

FWP = Fish Wildlife and Parks

DNRC = Department of Natural Resources and Conservation

YRCDC = Yellowstone River Conservation District Council



Yellowstone River below Laurel, Photo credit: Larry Mayer

Natural Resource Damage Program
P.O. Box 201425
Helena, MT 59620-1425

4141

B.O.C.C. Regular

Agenda Item 4. a.

Meeting Date: 11/01/2016

Title: BFLW

Submitted By: Theresa Covington, Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

BFLW - Kelly Cook

RECOMMENDED ACTION:

Please approve.

Attachments

BFLW Cook Take 2

BOND FOR LOST WARRANT

On September 22, 2016, Yellowstone County issued a warrant numbered 840367 to Kelly J. Cook (Principal) in the amount of \$180.85. The warrant was drawn in payment of claim number Payroll Voucher #13. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$180.85 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$361.70 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this 20th day of October, 2016

Kelly J. Cook
Principal

Principal

755 Asteroid Ave #2
Mailing Address for replacement check

Blg, MT 59105

SUBSCRIBED AND SWORN to before me this 20th day of October, 2016

(NOTARIAL SEAL)

Tracey Sherner
Notary public for the State of Montana
Residing at Billings, MT, 59105
My commission expires 3.31.17

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

10/20/16

B.O.C.C. Regular

Agenda Item 4. b.

Meeting Date: 11/01/2016

Title: Consent Lease Addendum-Payne West

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Consent Lease Addendum-Payne West Building

BACKGROUND:

Requesting Commissioner Approval for an addendum to the Payne-West building as the current lease and option have expired. Both parties wish to extend the arrangement to our mutual benefit. We look to extend the lease for 3 additional months, and clarify the purchase option, pending the receipt of the certified appraisal and the successful removal of additional asbestos found on the premises. Yellowstone County will not acquire the building under any circumstance without complete abatement and removal of asbestos.

RECOMMENDED ACTION:

Approve the Agreement signed by Payne-West and return a copy to the Purchasing Deptment

Attachments

PAYNE WEST ADDENDUM 10-2016

Lease Addendum

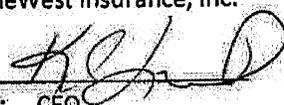
To the Lease Agreement dated February 23, 2016 between Yellowstone County as Lessee and PayneWest Insurance, Inc. as Lessor:

The parties now agree that the lease is to be extended until December 31, 2016. The reasons for the extension are to provide time for the appraisal to be filed and for the parties to have reasonable time to review the appraisal, and for providing time for PayneWest have further asbestos deposits abated, at its own cost.

Therefore, the County's time to exercise the option to purchase the subject property is extended to December 31, 2016 so long as the County pays \$15,000 per month rent for the months of October, November and December, 2016, which shall not be prorated should closing occur prior to December 31, 2016. The parties further agree to the following modifications as to purchase price should the County exercise its option:

- 1) The purchase price shall be the appraised value of the property at the time of the original lease, February 23, 2016.
- 2) The purchase price paid by the County shall be the appraised price of the property not to exceed \$1.9 million.
- 3) The County will not be entitled to any credit allowed under the previous lease/option as stated in that lease/option, and the security deposit shall be kept by the Seller in the case of a sale
- 4) The County, if it exercises its option as provided by this lease addendum, shall pay \$17,550, the fair market value of personal property on the premises as determined by a neutral third party.
- 5) Should the appraised value of the property be less than \$1.9 million, and the County exercises its option to purchase the property at appraised value, PayneWest shall have a further option to decline the County's option, keeping all rents. The personal property, should PayneWest decline to accept County's option, shall not be the responsibility of the County.
- 6) The County may give notice to exercise the option prior to December 31, 2016 and the parties recognize that time is of the essence and that closing on the property shall take place on or before December 31, 2016.
- 7) This Addendum supercedes any and all other addendums.

LESSOR:
PayneWest Insurance, Inc.

By: 
Title: CEO

LESSEE:
Yellowstone County

By: _____
Title: Chairperson

B.O.C.C. Regular

Agenda Item 5.

Meeting Date: 11/01/2016

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Final Resolution 16-120 for Zone Change 676 - West of Logan Airport Hwy 3

BACKGROUND:

Thirty days has passed since the resolution of intent was passed. No comments have been received.

RECOMMENDED ACTION:

Approve

Attachments

Final Res. ZC 676

RESOLUTION NO. 16-120

Final Resolution Approving Zone Change #676

WHEREAS, pursuant to Title 76, Chapter 2, Montana Code Annotated, and the regulations of the Yellowstone County Jurisdictional Area Zoning Plan, the Board of County Commissioners of Yellowstone County, Montana, held a public hearing on the 27th of September, 2016 on Zone Change Request No. 676 described as follows:

A Zone Change Request from Agriculture-Open Space (A-1) to Highway Commercial (HC) on the south 600 feet of C/S 2037 Tracts 13 & 14, a 20 acre parcel of land.

WHEREAS, the Board of County Commissioners adopted a Resolution of Intent on the 27th day of September, 2016, to amend the Yellowstone County Jurisdictional Area Zoning Plan by APPROVING Zone Change #676; and

WHEREAS, that for thirty (30) days the Board of County Commissioners received no written protests.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the above described zone change be **approved** for the reasons stated in **Resolution of Intent #16-111** on file in the Clerk and Recorder's Office.

DATED this 1st day of November, 2016.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

James E. Reno, Member

Robyn Driscoll, Member

B.O.C.C. Regular

Agenda Item 6.

Meeting Date: 11/01/2016

Title: AMENDMENT TO TELMATE AGREEMENT

Submitted For: Mike Linder, Sheriff

Submitted By: Mary Matteson

TOPIC:

First Amendment to Inmate Telecommunication Location Agreement (Telmate) between Telmate LLC and Yellowstone County Detention Facility

BACKGROUND:

The first amendment to the Telmate Contract will change the Commissions and Facility Support Fess and Payments based on recent FCC rulings.

RECOMMENDED ACTION:

Approval

Attachments

TELMATE AMENDMENT NO 1

**First Amendment to
Inmate Telecommunication Location Agreement
Between
Telmate LLC and Yellowstone County Detention Facility**

THIS FIRST AMENDMENT (“Amendment”) is made and entered into on June 17, 2016 (“Effective Date”) by and between **Yellowstone County Detention Facility** (“Customer”), with a business address at 3165 King Avenue East, Billings, Montana 59101, and **Telmate LLC**. (“Telmate”), with its principal place of business at 655 Montgomery Street 18th Floor, San Francisco, California 94111. Customer and Telmate may herein be collectively referred to as the “Parties” or individually as a “Party.”

Recitals

Whereas, Customer and Telmate entered into an Inmate Telecommunication Location Agreement dated July 31, 2013 (“Agreement”) whereby Telmate was obligated to perform certain inmate communication services at Customer’s facilities;

Whereas, the Parties wish to extend the term of the Agreement for an additional two years and further modify certain terms in the Agreement following recent changes imposed by the Federal Communications Commission (“FCC”), and to continue the remaining terms in full force and effect.

Now therefore, intending to be bound, the Parties hereto agree as follows:

1. Renewal. The Parties agree to automatically extend the term of the Agreement for an additional two-years as stated in the original agreement with a termination date of September 11, 2020.
2. Section 5 of the Agreement, “Commissions,” is hereby deleted in its entirety, retitled as “Facility Support Fees and Payments,” and replaced with the following:
 - a. Facility Support Fees.
 - i. On or before June 20, 2016, Telmate will implement a system to collect a facility support fee of seven cents (\$0.07) per minute on specific telephone calls serviced by Telmate. The facility support fee will be added on a per minute basis for Local, IntraLATA, InterLATA, and other applicable call types designated by Telmate. Such facility support fees will be collected by Telmate and remitted to Customer without deductions.
 - ii. Effective as of August 9, 2016, Telmate will implement a system to collect a facility support fee of three cents (\$0.03) per minute on specific telephone calls serviced by Telmate. The facility support fee will be added on a per minute basis for Interstate and other applicable call types

designated by Telmate. Such facility support fees will be collected by Telmate and remitted to Customer without deductions.

- b. Non-Video Visitation Inmate Tablet Use. No later than June 30, 2016, Telmate will provide Customer a monthly payment equal to twenty-five percent (25%) of Telmate's profit derived from its exclusive non-video visitation Tablet and messaging services, contingent upon a minimum of eighty percent (80%) of Customer's inmates having reasonable access to the Tablets.
 - c. Upon ten (10) days from the receipt of notice from Telmate to Customer, any or all facility support fees or payments under this section may be modified or terminated if Telmate determines such fees or payments are impermissible under federal, state or local laws. Facility support fees or payments shall be paid to Customer on a monthly basis and made no later than forty-five (45) days following the month in which the revenue was generated from the equipment or service. All such fees or payments shall be final and binding unless written objection thereto is received by Telmate from Customer within thirty (30) days of payment to Customer.
3. The "Phone Rates" and "Deposit Fees" in Schedule A of the Agreement, are hereby deleted, retitled as "Phone Rates and Deposit Fees" and replaced with the following:
- i. The call rate for Intrastate Prepaid Calls will be \$0.18 per minute.
 - ii. The call rate for Intrastate Collect Calls will be \$0.43 per minute.
 - iii. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
 - iv. The call rate for Interstate Collect Calls will be \$0.25 per minute.
 - v. The call rate for International Calls will be \$1.27 per minute.
 - vi. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - vii. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - viii. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
 - ix. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
 - x. The fees for Paper Billing will be \$2.00 per transaction.
 - xi. Call Rates shown do not include a pass through of Local, County, State and Federal Taxes, and mandated Universal Service Fund Fees.
4. Positive Call Acceptance. Recipients of telephonic calls from Customer facility(s) utilizing Telmate's VoIP platform will be given the opportunity to individually accept the telephonic call, or in combination, the telephonic call and subsequent communications.
5. Length of Call. Telmate and Customer will mutually determine the maximum call lengths at Customer's facility(s).
6. Regulatory Changes. The Parties acknowledge that the terms of the Agreement are governed by federal, state, and local laws that are subject to change on occasion. Telmate shall provide Customer with notice of any such changes in the law upon which time the

Parties will amend the Agreement as needed to comply with all such changes in the law. The Parties agree that neither will be required to comply with a term in the Agreement that is rendered unlawful by a future change in the law.

7. **Ownership of Inmate Trust Fund.** Customer confirms the Parties' existing understanding that Telmate acts as Customer's agent for the purpose of accepting, on behalf of Customer, deposits to an inmate's trust/commissary account at Customer. Any and all deposits made to an inmate's trust/commissary account at Customer through Telmate's system shall be deemed received by Customer as if made directly to Customer and shall be credited to the respective inmate's trust/commissary account upon receipt by Telmate. Customer shall have sole control and managerial power over any and all funds deposited into an inmate's trust/commissary account.
8. **Tablet Agreement.** Telmate is engaged in the business of providing correction grade Internet services, including without limitation the provision of wireless devices, internet access, broadband services, online and offline digital entertainment, education, training, and counseling, digital media access, messaging, and photo and other media sharing ("Services") through secure application platforms ("Tablets") to correctional facilities for use by inmates. Customer hereby grants to Telmate the exclusive permission and right to provide, implement, maintain, and derive revenue from the use of the Tablets and Services by inmates in the Facility during the Term. Telmate will determine the fees to be charged to inmates for use of the Tablets and Services.
9. **Tablet Ownership and Specifications.** The Tablets shall at all times remain the sole and exclusive property of Telmate. Telmate shall determine the number and placement of Tablets to be provided at the Facility based on the findings of a site survey of the Facility conducted by Telmate. Telmate shall select the brand, type, and other specifications of the Tablets and may replace, upgrade, or substitute the Tablets at any time during the Term with the permission of the Facility for security purposes.
10. **Maintenance of Tablets.**
 - a. **Telmate's Obligations.** During the Term of this Agreement, Telmate shall have the exclusive right and access to maintain, adjust, remove, disconnect, repair, replace, or alter the Tablets. Customer shall permit employees or contractors of Telmate access to the Facility and the Tablets at least once per week in order to provide such service, repair, and maintenance on the Tablets. Customer understands and agrees that the Tablets will not be available for use by inmates during such times that they are being repaired and/or maintained. Upon termination of this Agreement, Telmate shall have the right to enter the Facility to remove the Tablets.
 - b. **Customer's Obligations.** Customer shall distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes. Customer shall exercise reasonable care to prevent damage or destruction of the Tablets.

Customer shall notify Telmate of any misuse, destruction, damage, loss or vandalism to the Tablets as soon as possible. Customer or its agents shall not (i) alter, maintain, repair, enhance, disassemble, decompile, reverse engineer or otherwise modify the Tablets or any software provided thereon, (ii) connect the Tablets to any software or products not provided and approved by Telmate, or (iii) allow any third party to do any of the above. Customer shall permit employees or contractors of Telmate reasonable access in order to provide such service, repair, and maintenance on Equipment. Customer shall have no obligations or liability to Telmate with respect to the Tablets except as set forth herein.

11. Acknowledgement of Services by Customer. During the Term, Telmate will provide its full suite of Services to inmates via the Tablets. Customer acknowledges that Telmate has informed Customer of the Services that will be available on the Tablets, including but not limited to the software and web sites that inmates will be able to access from the Tablets. Customer expressly agrees and assents to the accessibility of such Services on the Tablets. If Customer wishes to modify the Services available on the Tablets, Customer shall provide such request to Telmate in writing, upon receipt of which Telmate shall have six (6) months to make any such modifications. If at any time during the Term Customer restricts Telmate from offering the Services on the Tablets, Telmate reserves the right to cease operation of the Tablets at the Facility and remove the Tablets and any related equipment from the Facility without penalty by providing thirty (30) days written notice to Customer. Customer further acknowledges and agrees that it is Telmate's sole customer under this Agreement, and that no inmate or other third party is a party to or intended beneficiary of this Agreement.

12. Except as otherwise provided herein, all terms and conditions of the Agreement shall stay in full force and effect. In particular, Sections 10, 12 and 13 of the Agreement shall apply to the possession, operation, and use of the Tablets and Services introduced in this Amendment.

CUSTOMER

TELMATE

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

B.O.C.C. Regular

Agenda Item 7. a.

Meeting Date: 11/01/2016

Title: Business Associate Agreement - YC Health Plan & EBMS

Submitted For: Dwight Vigness, Human Resource Director

Submitted By: Dwight Vigness, Human Resource Director

TOPIC:

Business Associate Agreement - Yellowstone County Health Plan & EBMS

BACKGROUND:

N/A

RECOMMENDED ACTION:

Approval

Attachments

Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

1. PREAMBLE

Yellowstone County Health Plan (“Covered Entity”) and **Employee Benefit Management Services, Inc.** (“Business Associate”) (jointly “the Parties”) have entered into an agreement (“Agreement”) whereby the Business Associate has agreed to provide certain services to the Covered Entity. The parties wish to modify the Agreement (“Agreement”) to incorporate the terms of this Addendum to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (*i.e.*, the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules (“the Implementing Regulations”)), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”) that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) (“the Final Regulations”). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Agreement as “the HIPAA Requirements.”

Covered Entity and Business Associate agree to incorporate into this Agreement any regulations issued by the U.S. Department of Health and Human Services (“DHHS”) with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

(a) “*Breach*” shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.

(b) “*Business Associate Subcontractor*” shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.

(c) “*Electronic PHF*” shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.

(d) “*Limited Data Set*” shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:

- (i) Names;
- (ii) Postal address information, other than town or city, State, and zip code;
- (iii) Telephone numbers;
- (iv) Fax numbers;
- (v) Electronic mail addresses;
- (vi) Social security numbers;
- (vii) Medical record numbers;
- (viii) Health plan beneficiary numbers;
- (ix) Account numbers;
- (x) Certificate/license numbers;
- (xi) Vehicle identifiers and serial numbers, including license plate numbers;
- (xii) Device identifiers and serial numbers;
- (xiii) Web Universal Resource Locators (URLs);
- (xiv) Internet Protocol (IP) address numbers;
- (xv) Biometric identifiers, including finger and voice prints; and
- (xvi) Full face photographic images and any comparable images.

(e) “*Protected Health Information*” or “*PHI*” shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term “Protected Health Information” or “PHI” in this Addendum shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.

(f) “*Security Incident*” shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(g) “*Unsecured Protected Health Information*” shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

(h) All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

3. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

(b) Where provisions of this Addendum are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control.

(c) Except as expressly provided in the HIPAA Requirements or this Addendum, this Addendum does not create any rights in third parties.

4. SPECIFIC REQUIREMENTS

(a) Flow-Down of Obligations to Business Associate Subcontractors. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this Addendum in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) Privacy of Protected Health Information

- (i) *Permitted Uses and Disclosures of PHI.* Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Addendum or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for “Treatment, Payment, and Health Care Operations,” as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity’s obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
 - a. Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Addendum, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(e)(ii) below.
 - b. Business Associate shall establish, implement and maintain appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Addendum.
- (ii) *Business Associate Obligations.* As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate’s own operations if:

- a. the *use* relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or
 - b. the *disclosure* of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.
- (iii) *Minimum Necessary Standard and Creation of Limited Data Set.* Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Addendum, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.
- (iv) *Access.* In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.
- (v) *Disclosure Accounting.* Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.
- (vi) *Amendment.* Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.
- (vii) *Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.* If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.
- (viii) *Return or Destruction of PHI.* Upon the termination or expiration of the Agreement or this Addendum, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this Addendum and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

- (ix) *Availability of Books and Records.* Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Addendum.
- (x) *Termination for Breach.*
 - a. Business Associate agrees that Covered Entity shall have the right to terminate this Addendum or seek other remedies if Business Associate violates a material term of this Agreement.
 - b. Covered Entity agrees that Business Associate shall have the right to terminate this Addendum or seek other remedies if Covered Entity violates a material term of this Addendum.

(c) Information and Security Standards

- (i) Business Associate will develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards to preserve the Integrity, Confidentiality, and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.
- (ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.
- (iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:
 - a. Implement Administrative, Physical, and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity, and Availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;
 - b. As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;
 - c. Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this Addendum, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(e)(iii)(1);
 - d. For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in

the system being taken off-line, or malware such as worms or viruses) (hereinafter “Unsuccessful Security Incidents”), aggregate the data and, upon the Covered Entity’s written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(e)(iii)(2);

- e. Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI;
- f. Permit termination of this Addendum if the Covered Entity determines that Business Associate has violated a material term of this Addendum with respect to Business Associate’s security obligations and Business Associate is unable to cure the violation; and
- g. Upon Covered Entity’s request, provide Covered Entity with access to and copies of documentation regarding Business Associate’s safeguards for PHI and Electronic PHI.

(d) Compliance with HIPAA Transaction Standards

(i) *Application of HIPAA Transaction Standards.* Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate’s performing services under the Agreement and this Addendum for the Covered Entity. As provided for in Section 4(a) above, Business Associate will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its Subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:

- a. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- b. Adds any data element or segment to the maximum defined data set;
- c. Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or
- d. Changes the meaning or intent of the Standard Transaction’s implementation specification.

(ii) *Specific Communications.* Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of “Enrollment” as that term is defined in 45 C.F.R. Part 162, Subpart O or for “Health Covered Entity Premium Payment Data,” as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications

(and any other communications between Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

- (iii) *Communications Between the Business Associate and the Covered Entity.* All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

(e) Notice and Reporting Obligations of Business Associate

- (i) *Notice of Non-Compliance with the Addendum.* Business Associate will notify Covered Entity within thirty (30) calendar days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this Addendum, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.
- (ii) *Notice of Breach.* Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than fifteen (15) calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.
 - a. As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.
 - b. Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.
- (iii) *Reporting Obligations.*
 - a. For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than thirty (30) calendar days after

Business Associate learns of such nonpermitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:

- i. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;
 - ii. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
 - iii. Identify the PHI accessed, used, or disclosed (*e.g.*, name; social security number; date of birth);
 - iv. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses, or disclosures;
 - v. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
 - vi. Provide such other information, including a written report, as the Covered Entity may reasonably request.
- b. For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4); (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

5. TERMINATION

(a) Covered Entity and Business Associate each will have the right to terminate this Addendum if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Addendum and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

(b) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Addendum by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

6. CONTINUING PRIVACY AND SECURITY OBLIGATIONS

Business Associate’s and the Covered Entity’s obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Addendum will be continuous and survive termination, cancellation, expiration, or other conclusion of this Addendum or the Agreement. Business Associate’s other obligations and rights, and the Covered Entity’s obligations and rights upon termination, cancellation, expiration, or other conclusion of this Addendum, are those set forth in this Addendum and/or the Agreement.

DATED this _____ day of _____, 20 ____.

Yellowstone County Health Plan
COVERED ENTITY

By: _____
Its _____

Employee Benefit Management Services, Inc.
BUSINESS ASSOCIATE

By: _____
Its _____

B.O.C.C. Regular

Agenda Item 7. b.

Meeting Date: 11/01/2016

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

**PERSONNEL ACTION REPORTS - Motor Vehicle - 1 Appointment; Detention Facility
- 1 Termination**

BACKGROUND:

N/A

RECOMMENDED ACTION:

Approve

Attachments

PARS

OCT 24 2016

**YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT**

Section 1

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

Name: Piper Federico Effective Date: 11-7-16

Current Title: Motor Vehicle Supervisor Gr. F Salary \$ 21.87 hr. with

Title Change: _____ Gr. Consideration of 5% raise Salary \$ _____
after 6 months

Check as Applicable:

Regular Full Time:
Regular Part Time:

New Hire:

Temp Full Time:
Temp Part Time:

Rehire:

Seasonal Hire:

Termination:

Replaces position
Name Marty Pryor
New Budgeted Position _____

Promotion:

Transfer:

Demotion:

Other: _____

Reclassification:

Funding: 1000 - 113 - 410540 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

Marty Pryor
Elected Official/Department Head

Date

Section 2

Human Resources:
Note: R+S followed CT

Finance:
Note: _____

Stignin 10-24-16
Director Date

Rea Bura 10/24/16
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair [Signature] _____

Member _____

Member _____

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

County of Yellowstone

ASSESSOR, TREASURER & SUPT. OF SCHOOLS

(406) 256-2802
(406) 254-7928 (fax)
P.O. Box 35010
Billings, MT 59107-5010



Yellowstone County Commissioners
RECEIVED

OCT 20 2016

Handwritten signature: JER RDK

Date: October 19, 2016

To: BOCC

From: Yellowstone County Treasurer/Assessor/Supt. of Schools

RE: MV Supervisor Position pay

BOCC:

My office has interviewed five (5) candidates for a replacement for the MV Supervisor position. Our interview team, (which consists of Judy Horton, Marty Pryor, and myself); agree that the candidate we have selected, qualifies for the top pay range that was advertised for this position. Her experience and education in management along with her many years of prior and current experience with titles and MV registrations would certainly justify this pay level. This individual previously worked in the Motor Vehicle Department for 10 years and now with her education and experience in management we all feel very strongly that she would be a great fit to "fill Marty's shoes".

I would appreciate your favorable consideration to this request.

Thank you.

Sincerely,

Handwritten signature: Sherry Long
Sherry Long

*Handwritten note: start 21.87
6-months 22.96 } ST*

B.O.C.C. Regular

Agenda Item 1.

Meeting Date: 11/01/2016

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

October 1st to October 15th Payroll Audit

BACKGROUND:

N/A

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

Yellowstone County



Debby Hernandez
County Auditor

Phone (406) 256-2720
Fax (406) 254-7929
Email: dhernandez@co.yellowstone.mt.gov

P.O. Box 35014
Billings, MT 59107-5014

Yellowstone County Commissioners
RECEIVED

OCT 18 2016

RD [Signature]

Date: October 19, 2016

To: Board of County Commissioners
Yellowstone County

From: Debby Hernandez
Yellowstone County Auditor

Re: October 1st to October 15th Payroll Audit

The Auditor's Office reviewed the October 1st to October 15th and attached are the questions/findings for that period.

Cal Luck

This audit would not necessarily disclose all matters in the internal control structure that might be a material weakness. A material weakness is a condition, which would allow errors, or significant irregularities to occur that would not be detected by employees in a timely period in the normal course of performing their assigned functions.

cc: Human Resources Department

B.O.C.C. Regular

Agenda Item 2.

Meeting Date: 11/01/2016

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Adult Resource Alliance

BACKGROUND:

N/A

RECOMMENDED ACTION:

Place to file.

Attachments

Adult Resource Alliance Minutes

MINUTES

Alliance Board Meeting
September 28, 2016 / 8:00 am
Lewis & Clark Conference Room

Present: Nibs Moessmer, Rae Ann Mall, Pat Clark, Richard Klose, Ben McKee, Kelli Skaggs, Wanda Grinde, Brent Cromley, Zach Winkelmann, Sue DeVries, Kathy Brayko, Marilyn Tapia.

Staff: Bea Ann Melichar, Joan Kimball, Sheri Olsen, Judy Hughes, Lauri Marcotte

Excused: Wanda Grinde, Sandra Loendorf, Todd Wood

Guests: April Luft, SVHC – Super Utilizer Group; John Ostlund & Robyn Driscoll – County Commissioners

Nibs called the meeting to order at 8:00 am

Correspondence: none

Motion seconded to approve the minutes of the August 28, 2016 meeting. All agreed.

STRATEGIC PRIORITIES:

A. Pursue More Diversified Funding

- a. **Business Committee Report:** Rae Ann reported that financials are fine. The Coalition on Aging will take over the management of the Senior Sports & Arts festival. Jim Duncan, President of Billings Clinic Foundation asked Alliance to take over the financials. Earlier month this, the Program Services Committee met with the Super Utilizer Grant Program Team consisting of April Luft, SVHC; Lynn Johnson, Billings Clinic; and Kelly McCarthy - HBD. April Luft explained the origination and purpose of the grant is to act as a one-year preventative pilot program to alleviate excessive medical costs incurred by specific hospital clients that abuse the medical system and lack family or advocates assisting them with proper wellness attitudes and practices. Alliance was asked to join the program as a housing site for the RN and 2 care managers who will work with the designated hospital clients on a one-to-one home visit.
- b. The Program Services Committee brought the request to the Business Committee for approval. The Business Committee wishes to move forward and pursue the project with additional discussion on making sure that costs will be accounted and covered by the grant. Montana Pacific Quality will handle the funding as a state program. Other city teams (Missoula and Helena) are ahead of Billings in offering this program. The infrastructure is funded by the Robert Wood Johnson Grant. Through the partnership of Billings Clinic, SVHC and Riverstone, the funding is robust and a sustainability model is also of importance for the future. Marilyn Tapia asked April if the grant provided funding for the three new staff (an RN and two care managers) of Alliance. Yes. Primarily, clients will be in the Medicare age bracket but some clients will also be younger. Robert Wood Johnson has

no stipulations of client age. January 2017 is the tentative start date. Clinical oversight will be the responsibility of the three medical providers.

- c. **Development/Marketing Committee:** Sue DeVries reported that the committee discussed the future donor appreciation event at Buchanan Capital in November. The Committee also discussed various ideas for a Spring Event in 2017 to replace the annual September Evenings fundraiser. Sue asked the Alliance Board to submit three (3) names of potential donors for this event. Possible locations included the Metra and downtown Skypoint to hold a wheelbarrow race and auctions. May 20, 2017 is a suggested date. Sue will check for a backup location if there is inclement weather. A \$100 application fee would be required 60 days out. An event date needs to be secured as quickly as possible.
- d. Judy reported on funding received from various events: St. John's Summer Concert Series - \$1,200; Herberger's Community Days Coupon Book Sales - \$1,330. She is busy applying for several grants; one is the Fortin Grant enabled by the advice of Nick Cladis. Jan Kirk, sister to Diane Boyett, made a sizeable donation to our Endowment Fund. Quilters also gave \$2,000 from their profits to Alliance.
- e. Sue asked for volunteers to help with the spring event. Marilyn agreed to help.
- f. John Ostlund joined the Board Meeting.

B. Collaborate with other Agencies/Organizations on Key Issues

- a. **Program Services Committee:** Discussed during Business Committee report.
- b. **Staff Report:** Joan shared that Phyllis Weidinger, Worden Senior Center Coordinator, had open-heart surgery yesterday and is doing well. Twenty-one vendors have signed on for the Alliance Craft Fair on Tuesday, October 19th. The Board was asked to share a Craft Fair flyer at their businesses. The Christmas Love Tree is off to a slow start since corporate Walmart has declined participation.

C. Develop, Recognize and Reward Staff

- a. **Personnel Committee:** no report

D. Marketing and Community Awareness

- a. **Marketing Committee:** already reported
- b. **Other:** Bea Ann is still working with Kinetic on new ads. The MSUB Capstone project is progressing with added emphasis on our marketing programs. Kinetic ads are only running on Sundays. We are considering other media options. We receive \$3K-5K worth of ads each month for our \$900 investment.

- E. **Legislative Committee:** The committee recently had their first preliminary meeting. We discussed having an Open House for the Legislature in December. Any thoughts from the Board would be appreciated. Bea Ann handed out information on

“Legislative Committee Bills to Help People with Dementia” and asked the Board to review. Bea Ann thanked Brent Cromley for representing the city council.

OLD BUSINESS:

- A. **Governor’s Council on Aging:** Bea Ann reported that 400 people attended the Conference in Billings. Nibs added that the Centenarian Luncheon was a highlight for him. Joan added the Alliance booth was well represented.
- B. **Strategic Planning:** Bea Ann reported that the six planned meetings are underway. Yesterday, the Senior Center Boards and Officers (approximately 30 people in attendance) shared their phenomenal ideas with Beki. This is the first occasion that the Senior Center Boards and Officers have had the opportunity to participate in Strategic Planning as a sole entity. Beki met with “staff only” yesterday afternoon. The staff appreciated the time to share their ideas without supervisors present. Beki is presently meeting with Community Partners until 11:00 am today. The CSI / Management Team will meet with Beki from 1:00-4:00 pm today. On October 14th, the Alliance Board will share their ideas with Beki from 11:30 – 2:00 pm and then join the CSI / Management team for the concluding session. We hope to develop at least four strategic goals for the next 3 years. Richard added that a lot of interaction from new board members really enhanced the Senior Center Boards and Officers session.

NEW BUSINESS:

- A. **Assignment of Signers for Financial Accounts:** Sue DeVries and Brent Cromley volunteered to become additional check signers, along with Bea Ann Melichar and Nibs Moessmer. The motion was moved and seconded.
- B. **Super Utilizer Project:** Bea Ann asked permission from the Board to continue working on the project with the three medical agencies. Richard made the motion, Brent seconded. All agreed.
- C. **Other:**
 - a. **County Commissioners:** Nibs asked if they had any questions. None were given.
 - b. No staff report was available.
 - c. **Area II Report:** no report available. Todd Wood is preparing for family memorial services. Bea Ann stated that Alliance would be sending a condolence card.
 - d. **Executive Director:** The Governor will visit the South Side Community Center from 10:30am-11:30am regarding Legislative information. Bea Ann attended a healthcare forum at Billings Clinic. Approximately ten legislative candidates expressed appreciation for the services of Big Sky Senior Services and Alliance. They also supported the passage of the mill levy.
 - e. **Laurel Health Fair:** Richard Klose thanked Joan and Alliance for their support of the event.
 - f. **Insurance Summit:** Rae Ann reported on her attendance at the summit last week. Healthcare premiums are going up. New West Insurance is quitting business, leaving 17,000 people without supplemental insurance.

The problem originates from lack of Medicare payments to insurance companies.

Meeting adjourned at 9:04 am.

Respectfully submitted,
Sheri Olsen

B.O.C.C. Regular

Agenda Item 3. a.

Meeting Date: 11/01/2016

Title: Board Resignation - Ken Wood from BSEDA Board

Submitted By: Paulette Turner-Byrd

TOPIC:

Board Resignation - Kent Wood from Big Sky EDA Board

BACKGROUND:

Mr. Wood is moving to Wyoming and resigned from the BSEDA Board

RECOMMENDED ACTION:

Place to file

Attachments

Kent Wood Resignation

Paulette Turner-Byrd

From: John Ostlund
Sent: Wednesday, September 21, 2016 6:47 AM
To: Steve Arveschoug
Cc: Jim Reno; Robyn Driscoll; Paulette Turner-Byrd
Subject: Re: Relocating

Let's add the opening to the list. Thanks

Sent from my iPhone

On Sep 20, 2016, at 4:38 PM, Steve Arveschoug <SteveA@bigskyeda.org> wrote:

Commissioner Ostlund (John),

Please note the message below from Kent Woods. He will leave his EDA Board position effective the end of October. Can we add his vacant position to the announcement of the open positions that are scheduled to be posted later this month? His current term is due to expire December of 2019.

This would give us two open seats beginning January 2017 for a five-year term, and one open seat due to expire 2019.

Let me know how you want approach this additional opening.

Steve

From: Kent Wood [<mailto:Kent.Wood@fib.com>]
Sent: Tuesday, September 20, 2016 11:54 AM
To: Steve Arveschoug <SteveA@bigskyeda.org>
Subject: Relocating

Steve,

I am writing to inform you, regretfully, that I must vacate my seat on the Big Sky EDA board due to the fact that my family and I are moving to Laramie, Wyoming in November. My effective date to vacate would be October 31, 2016 if that is acceptable to you and the board.

As an important aside, I find it difficult to express to you in words how impressed I have been with every facet of the organization, the programs, and especially the people who do the important work there. It truly has been my pleasure to be a small part of Big Sky Economic Development.

Respectfully,

Kent

<image001.jpg>

<Kent Wood.vcf>

B.O.C.C. Regular

Agenda Item 3. b.

Meeting Date: 11/01/2016

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Revised 10/26/2016 - 2016 Certified Taxable Valuation Information

BACKGROUND:

N/A

RECOMMENDED ACTION:

Place to file.

Attachments

Certified Values



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information
(15-10-202, MCA)
Yellowstone County
SD 2 - BLGS ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2016 Total Market Value ¹	\$	11,729,095,509
2. 2016 Total Taxable Value ²	\$	205,670,929
3. 2016 Taxable Value of Newly Taxable Property.....	\$	5,917,279
4. 2016 Taxable Value less Incremental Taxable Value ³	\$	197,194,545
5. 2016 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
2008 EXP N 27TH ST	7,290,980	3,328,807	3,962,173
N 27TH STREET	1,457,129	783,431	673,698
EAST BILLINGS	2,765,140	1,800,794	964,346
SOUTH BILLINGS BLVD	8,030,687	7,046,472	2,876,167 ^

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 8,476,384

Preparer Lorena Rickard

Date 7/29/2016

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	15,328
II. Total value exclusive of "newly taxable" property	\$	0



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information
(15-10-202, MCA)
Yellowstone County
BILLINGS HIGH SCHOOL

Certified values are now available online at property.mt.gov/cov

1. 2016 Total Market Value ¹	\$	15,583,418,664
2. 2016 Total Taxable Value ²	\$	277,681,391
3. 2016 Taxable Value of Newly Taxable Property.....	\$	8,565,603
4. 2016 Taxable Value less Incremental Taxable Value ³	\$	268,149,317
5. 2016 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
2008 EXP N 27TH ST	7,290,980	3,328,807	3,962,173
N 27TH STREET	1,457,129	783,431	673,698
EAST BILLINGS	2,765,140	1,800,794	964,346
SOUTH BILLINGS BLVD	10,978,329	7,046,472	3,931,857

Total Incremental Value \$ 9,532,074

Preparer Lorena Rickard

Date 7/29/2016

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	19,816
II. Total value exclusive of "newly taxable" property	\$	0



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information
(15-10-202, MCA)
Yellowstone County
SD 7 - LAUREL ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2016 Total Market Value ¹	\$	1,918,461,974
2. 2016 Total Taxable Value ²	\$	43,611,050
3. 2016 Taxable Value of Newly Taxable Property.....	\$	1,650,640
4. 2016 Taxable Value less Incremental Taxable Value ³	\$	42,653,628
5. 2016 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LAUREL URBAN RENEWA	2,126,645	1,169,223	957,422

Total Incremental Value \$ 957,422

Preparer Lorena Rickard

Date 7/29/2016

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	1,955
II. Total value exclusive of "newly taxable" property	\$	0



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information
(15-10-202, MCA)
Yellowstone County
LAUREL HIGH SCHOOL

Certified values are now available online at property.mt.gov/cov

1. 2016 Total Market Value ¹	\$	2,042,572,833
2. 2016 Total Taxable Value ²	\$	45,690,811
3. 2016 Taxable Value of Newly Taxable Property.....	\$	1,698,651
4. 2016 Taxable Value less Incremental Taxable Value ³	\$	44,733,389
5. 2016 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LAUREL URBAN RENEWA	2,126,645	1,169,223	957,422

Total Incremental Value \$ 957,422

Preparer Lorena Rickard

Date 7/29/2016

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	2,129
II. Total value exclusive of "newly taxable" property	\$	0



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information
(15-10-202, MCA)
Yellowstone County
SD 7D - LAUREL ELEMENTARY

Certified values are now available online at property.mt.gov/cov

Table with 2 columns: Description and Value. Rows include 1. 2016 Total Market Value, 2. 2016 Total Taxable Value, 3. 2016 Taxable Value of Newly Taxable Property, 4. 2016 Taxable Value less Incremental Taxable Value, 5. 2016 Taxable Value of Net and Gross Proceeds.

6. TIF Districts

Table with 4 columns: Tax Increment District Name, Current Taxable Value, Base Taxable Value, Incremental Value. Includes a Total Incremental Value row at the bottom.

Preparer Lorena Rickard

Date 7/29/2016

1Market value does not include class 1 and class 2 value
2Taxable value is calculated after abatements have been applied
3This value is the taxable value less total incremental value of all tax increment financing districts
4The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

Table with 2 columns: Description and Value. Rows include I. Value Included in "newly taxable" property and II. Total value exclusive of "newly taxable" property.



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 21 - BROADVIEW ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2016 Total Market Value ¹	\$	173,890,952
2. 2016 Total Taxable Value ²	\$	8,185,542
3. 2016 Taxable Value of Newly Taxable Property.....	\$	913,301
4. 2016 Taxable Value less Incremental Taxable Value ³	\$	8,185,542
5. 2016 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value			\$ -

Preparer Lorena Rickard

Date 7/29/2016

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	172
II. Total value exclusive of "newly taxable" property	\$	0



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information
(15-10-202, MCA)
Yellowstone County
BROADVIEW HIGH SCHOOL

Certified values are now available online at property.mt.gov/cov

1. 2016 Total Market Value ¹	\$	185,153,214
2. 2016 Total Taxable Value ²	\$	8,455,547
3. 2016 Taxable Value of Newly Taxable Property.....	\$	933,177
4. 2016 Taxable Value less Incremental Taxable Value ³	\$	8,455,547
5. 2016 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value			\$ -

Preparer Lorena Rickard

Date 7/29/2016

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	182
II. Total value exclusive of "newly taxable" property	\$	0



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 24 - HUNTLEY HIGH SCHOOL (K-12)

Certified values are now available online at property.mt.gov/cov

Table with 2 columns: Description and Amount. Rows include 2016 Total Market Value (\$521,353,056), 2016 Total Taxable Value (\$10,919,515), 2016 Taxable Value of Newly Taxable Property (\$1,221,303), 2016 Taxable Value less Incremental Taxable Value (\$10,919,515), and 2016 Taxable Value of Net and Gross Proceeds (Class 1 and Class 2) (-).

6. TIF Districts

Table with 4 columns: Tax Increment District Name, Current Taxable Value, Base Taxable Value, and Incremental Value. Includes a Total Incremental Value row showing \$0.

Preparer Lorena Rickard

Date 7/29/2016

1Market value does not include class 1 and class 2 value

2Taxable value is calculated after abatements have been applied

3This value is the taxable value less total incremental value of all tax increment financing districts

4The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

Table with 2 columns: Description and Amount. Rows include I. Value Included in "newly taxable" property (\$1,256) and II. Total value exclusive of "newly taxable" property (\$0).



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information
(15-10-202, MCA)
Yellowstone County
SD 37 - SHEPHERD ELEMENTARY

Certified values are now available online at property.mt.gov/cov

Table with 2 columns: Description and Amount. Rows include 2016 Total Market Value, 2016 Total Taxable Value, 2016 Taxable Value of Newly Taxable Property, 2016 Taxable Value less Incremental Taxable Value, and 2016 Taxable Value of Net and Gross Proceeds.

6. TIF Districts

Table with 4 columns: Tax Increment District Name, Current Taxable Value, Base Taxable Value, and Incremental Value. Includes a Total Incremental Value row at the bottom.

Preparer Lorena Rickard

Date 7/29/2016

1Market value does not include class 1 and class 2 value

2Taxable value is calculated after abatements have been applied

3This value is the taxable value less total incremental value of all tax increment financing districts

4The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

Table with 2 columns: Description and Amount. Rows include Value Included in "newly taxable" property and Total value exclusive of "newly taxable" property.



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 52 - INDEPENDENT ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2016 Total Market Value ¹	\$	278,570,152
2. 2016 Total Taxable Value ²	\$	4,235,811
3. 2016 Taxable Value of Newly Taxable Property.....	\$	204,313
4. 2016 Taxable Value less Incremental Taxable Value ³	\$	4,235,811
5. 2016 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value			\$ -

Preparer Lorena Rickard

Date 7/29/2016

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	638
II. Total value exclusive of "newly taxable" property	\$	0



Revised 10/26/2016

MONTANA
Form AB-72T
Rev. 3-12

2016 Certified Taxable Valuation Information
(15-10-202, MCA)
Yellowstone County
LOCKWOOD FIRE DISTRICT #8

Certified values are now available online at property.mt.gov/cov

1. 2016 Total Market Value ¹	\$	736,054,780
2. 2016 Total Taxable Value ²	\$	12,305,224
3. 2016 Taxable Value of Newly Taxable Property.....	\$	(187,836)
4. 2016 Taxable Value less Incremental Taxable Value ³	\$	12,305,224
5. 2016 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value			\$ -

Preparer Lorena Rickard

Date 7/29/2016

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2016 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	1,361
II. Total value exclusive of "newly taxable" property	\$	0

B.O.C.C. Regular

Agenda Item 3. c.

Meeting Date: 11/01/2016

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Letter from Mr. Scott Twito County Attorney Regarding Pay Increase for Additional Duties for Legal Office Supervisor

BACKGROUND:

See Attached Letter.

RECOMMENDED ACTION:

Approve

Attachments

County Attorney Letter



Scott Twito
Yellowstone County Attorney
217 N 27 Street
PO Box 35025
Billings, MT 59107
Phone: 406-256-2870
Fax: 406-256-6931

Yellowstone County Commissioners
RECEIVED

OCT 20 2016
[Handwritten signature]

To: Board of County Commissioners

From: Scott Twito, Yellowstone County Attorney

Date: October 20, 2016

RE: Pay increase for additional duties for Linnea Forseth, Legal Officer Supervisor

We currently employ three legal assistants and an office administrator with the added responsibility of JustWare administration. JustWare is our computer software that maintains all of the hundreds of thousands of documents that we generate and receive each year. As our dependence on JustWare grows, we need additional JustWare Administrators to coordinate with my attorneys to make sure the legal forms created through the software work properly, are updated properly, and are stored properly. The failure to do so would be devastating to this office.

I need these administrators to be trained with the specific knowledge to keep our software up to date. To date, we are surviving with our current JustWare Administrators, who are provided additional compensation, but we need to expand our use of JustWare. My office needs more personnel trained as administrators, especially in light of the new upcoming victim's right act and the possibility of new judicial departments. The amount of court documents that this office needs to generate and maintain is increasing and shows no signs of slowing down. JustWare administration requires additional duties and understanding of the software.

Linnea Forseth has actually been doing much of this administration without additional compensation and is the perfect candidate for JustWare administration. First the county has already sent her several times to JustWare training in Utah. Second, she already gained much of the experience necessary in the creation of legal forms when she worked specifically with my child abuse and neglect division to make it more efficient in document preparation utilizing JustWare. Linnea showed a capacity to understand JustWare's potential in document creation and the time savings it can offer.

This additional responsibility should be compensated. I request Linnea Forseth receive a 5% increase in pay pursuant to Yellowstone County Classification and Compensation Policy due to the assumption of this additional responsibility. I would request that it take effect the second pay period in November 2016. She will be required to keep her JustWare training up to date, attend any and all meetings requiring a JustWare Administrator, and continue her work with the development of this software.

B.O.C.C. Regular

Agenda Item 3. d.

Meeting Date: 11/01/2016

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Letter from the Montana Department of Revenue Regarding Recertification Due to the Northwestern Energy Settlement

BACKGROUND:

See Attached Letter.

RECOMMENDED ACTION:

Place to file.

Attachments

Recertificaiton



Mike Kadas
Director

Montana Department of Revenue



Steve Bullock
Governor

MEMORANDUM

To: County Commissioners
County Treasurers
County Clerk and Recorders
City Finance Officers
County Superintendents of Schools

From: Mike Kadas, Director

Date: October 21, 2016

Subject: Recertification Due to the NorthWestern Energy Settlement

The following is additional information pertaining to recertification:

Deadline

The department encourages counties to submit completed recertification requests as soon as possible to ensure the timely issuance of tax bills. Thus far, the department has processed recertification requests from five counties and we are aware of several counties who have chosen not to request recertification.

Due to the varying delivery dates of the Change in Value forms, the department has extended the recertification request deadline to the end of business on Wednesday, October 26, 2016.

Decisions not to recertify or rescind request to recertify

The taxing jurisdictions that choose not to recertify do not need to return the Change in Value form.

Taxing jurisdiction officials who wish to rescind a recertification request previously submitted to the department, are required to write "withdrawn" on the Change in Value form, sign and date the form, and resubmit it to the local revenue office. We have received verbal requests for withdrawal however a written confirmation is required to ensure that we respond accurately.

Recertify single or all taxing jurisdictions

Questions have arisen as to whether all taxing jurisdictions must be recertified if only one taxing jurisdiction is significantly impacted. Single taxing jurisdictions may be

recertified without recertifying all. A jurisdiction may recertify and choose whether or not to adjust its mills.

Taxing jurisdictions within a Tax Increment Finance District (TIFD)

Please be advised, that if any taxing jurisdiction within a TIFD requests recertification the TIFD increment amount for all jurisdictions within that TIFD should reflect the change in the recertified jurisdiction.

Because the change in value is attributed to newly taxable value, TIFDs will experience all or a vast majority of the short-term loss.

Estimating impact

To calculate the estimate for determining impacts, subtract the change in the value from the original certified taxable value and from the original newly taxable amount.

Thank you

We understand this has been a new and complicated process for many of you. We appreciated your patience and willingness to work together for the benefit of Montana and your communities.

B.O.C.C. Regular

Agenda Item 4.

Meeting Date: 11/01/2016

Title:

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Standard Personal Property Release

BACKGROUND:

N/A

RECOMMENDED ACTION:

Place to file.

Attachments

Property Release

STANDARD PERSONAL PROPERTY RELEASE

RELEASOR: MARK L. WHITMIRE

RELEASEE: Yellowstone County, Yellowstone County Board of County Commissioners, Yellowstone County Sheriff's Office, and the agents, servants, employees, successors, heirs and assigns of Yellowstone County.

DATE OF LOSS: September 30, 2016

SUM OF SETTLEMENT: \$215.00 = iPhone 5s, Otter Box case and straight talk card.

DESCRIPTION OF CASUALTY: Releasor was arrested on September 30, 2016 on several charges (*see* YCSO Case No. 2016-00725133). Upon pat down prior to transport to the Yellowstone County Detention Facility, Releasor's phone was placed on the hood of the patrol car and the phone fell off/was lost when the deputy drove away. Later, the deputy went back to find it but was unsuccessful.

The parties to this release have engaged in settlement negotiations. Pursuant to these negotiations, an Agreement has been reached between Mark L. Whitmire, as Releasor, and Yellowstone County, as Releasee.

1. RELEASE

The undersigned Releasor acknowledges receipt of the above sum of money and in consideration for payment of such sum, fully and forever releases and discharges Releasee, Releasee's successors, assigns, agents, partners, officers, employees, and attorneys from any and all actions, claims, causes of action, demands, costs, loss of services, expenses and compensation whatsoever for claimed property loss, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described claimed loss as alleged in the above-described casualty.

2. FUTURE DAMAGES

Inasmuch as any property losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Releasor agrees, as a further consideration of this agreement, that this Release applies to any and all property losses resulting from the casualty described herein, even though now unanticipated, unexpected and unknown, as well as any and all damages and losses which have already developed and which are now known or anticipated.

///

B.O.C.C. Regular

Agenda Item 5.

Meeting Date: 11/01/2016

Title: Application for Courthouse Lawn

Submitted For: Brad Shoemaker, Emergency and General Services Director

Submitted By: Linda Oberg

TOPIC:

Application to Use the Courthouse Lawn - Awakening Hope

BACKGROUND:

N/A

RECOMMENDED ACTION:

Consent

Attachments

Awakening Hope Lawn App



YELLOWSTONE COUNTY

APPLICATION FOR THE USE OF THE COURTHOUSE PARK

NAME OF ORGANIZATION Awakening Hope

ADDRESS 18 Wakefield Dr

PHONE NUMBER 406 598-0653

NAME OF CONTACT PERSON Rebekah Begay

NAME OF EVENT Candle Night Light

PURPOSE OF EVENT In Remembrance of people who have lost their lives to human Trafficking and who are still in bondage

DATE(S) OF EVENT 1-14-2017

TIME OF EVENT(include setup and tear down time) 4:00 am/pm to 6:00 am/pm

APPROXIMATE NUMBER OF PEOPLE EXPECTED TO ATTEND 150

DESCRIPTION OF ANY EQUIPMENT THAT MAY BE PLACED ON LAWN OR SIDEWALKS (TABLES, TENTS, TRAILERS, PODIUM, ANIMALS, ETC.).

Tables candles

IF YOU HAVE ANY EXAMPLES OF FLIERS OR INFORMATIONAL PACKETS YOU WILL BE HANDING OUT, PLEASE INCLUDE WITH THIS APPLICATION:

PLEASE SUBMIT THIS APPLICATION TO ROOM 312 OF THE COUNTY COURTHOUSE OR MAIL TO:

YELLOWSTONE COUNTY GENERAL SERVICES
PO BOX 35004
BILLINGS, MT 59107
PHONE: 256-2775
FAX: 256-6947

RULES FOR THE USE OF THE COURTHOUSE PARK

The Courthouse Park is a public park to be enjoyed by all citizens and visitors of Yellowstone County. To keep the park in the best possible condition, the following rules have been adopted by Yellowstone County.

1. All equipment and supplies needed for the event shall be provided by the applicant. Refuse shall be disposed of in the appropriate containers and/or removed from the park.
2. Any heavy objects such as trailers, equipment, animals, cooking equipment, garbage containers, ice chests, coolers, tents, etc., are not to be placed on the grass. Such items may be placed on the cemented areas only. The County reserves the right to review placement of all items on the Courthouse lawn and sidewalks to insure the adequate safety of the users and the public and to insure the best protection of the lawn, shrubs, trees, sidewalks, etc.
3. No vehicles of any kind shall be allowed in the park area.
4. Any damage to flowers, shrubs, sidewalks, trees, or any other County property in the Courthouse lawn area shall be itemized by the Facilities office and charged to the user within one week of the event.
5. No alcoholic beverages are allowed unless a permit is received from the Billings Police Department and provided to the County.
6. The Facilities Office (phone-256-2716) shall coordinate power usage, equipment placement, etc. All power cords, lights, and accessories shall be provided by the user.

I, Rebekah Begay
(Print Name)

FROM Awakening Hope
(Organization)

hereby agree to the above rules for use of the Courthouse lawn on the date(s) of the event.

Rebekah Begay
Signature

10-21-2016
Date/Time

Approved by Yellowstone County on 21st day of Oct 2016.

[Signature]
Signature

B.O.C.C. Regular

Agenda Item 6.

Meeting Date: 11/01/2016

Title: Response to Audit findings - October 21, 2016

Submitted By: Rebecca Rhodes West

TOPIC:

Response to October 1st through October 15th Payroll Audit Findings

BACKGROUND:

N/A

RECOMMENDED ACTION:

N/A

Attachments

Response to Audit findings - October 21, 2016
