



# GLACIER COUNTY COMMISSIONERS

512 E. Main  
Cut Bank, Mt 59427

Phone (406) 873-5063 • Fax (406) 873-3613

Michael J. DesRosier  
Chairman  
Ext. 3603

Tom McKay  
Vice Chairman  
Ext. 3602

John Overcast  
Member  
Ext. 3601

Recording Desk  
Ext. 3606

**Glacier County Board of Commissioners**  
**Tuesday, April 14, 2020; Meeting Starts Promptly at 9:00 AM**  
**Court House- Commissioners Chambers**  
**512 East Main St., Cut Bank MT, 59427**  
**Meeting Agenda**  
**"REVISED"**

***\*\*THIS MEETING HAS BEEN MOVED TO CUT BANK FROM BROWNING\*\****

- A. Roll Call
- B. Approval of Agenda
- C. Reading of the Minutes: n/a

**NEW BUSINESS:**

- D. Discussion/Approval: Public Hearing #2: Resolution #2020-15 FY 2019-2020 Budget Amendment – 2960 Public Health Emergency Preparation Unanticipated Revenue COVID-19 – Chancy Kittson, GC CFO
- E. Discussion/Approval: Montana DES Incident Rental Agreement & Glacier County EMS COVID-19 Response Contracts – Tauna Evans, Glacier County EMS Acting Director

**OTHER BUSINESS:**

- F. Public Comment
- G. Next Meeting – Thursday, April 16, 2020 – Cut Bank GOTOMEETING

Please join by computer or telephone (please self-mute so that you can do the public comment) via GOTOMEETING info below:

4/14/2020 Commissioner Mtg - Cut Bank  
Tue, Apr 14, 2020 9:00 AM - 12:00 PM (MDT)

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/498375797>

**You can also dial in using your phone.**

United States: [+1 \(571\) 317-3112](tel:+15713173112)

**Access Code:** 498-375-797

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These times are subject to change and do not limit the individual's right to meet with the Board during regular business hours. Each scheduled item will allow time for public comment. Anyone wishing to be put on the agenda at the beginning of the meeting will be allowed to do so, if time permits and for discussion only. Items needing action or approval must be properly scheduled. For questions regarding the agenda call: Mandi Bird Kennerly at (406)873-3609 or [mbkennerly@glaciercountymt.org](mailto:mbkennerly@glaciercountymt.org).

**GLACIER COUNTY RESOLUTION**  
**FY 2019-2020 Budget Amendment – 2960 Public Health Emergency Preparation**  
**Unanticipated Revenue COVID-19**  
**Resolution No. 2020-15**

**AUTHORIZING BUDGET AMENDMENTS TO**  
**GLACIER COUNTY BUDGET**

WHEREAS the Montana Code Annotated, Section 7-6-4006(4), grants the Board of County Commissioners the power and authority to amend the budget during the fiscal year by conducting public hearings at regularly scheduled meetings; and

WHEREAS Glacier County Commissioners approved the appropriations budget for Glacier County during its regular budget approval process and

WHEREAS Glacier County Commissioners identified due to receiving COVID-19 Emergency Preparedness Funds; the need to amend revenues and expenditures to Fund #2960 has been identified; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Glacier County that the budget be amended as follows:

<u><b>Revenues</b></u>	<u><b>Description</b></u>	<u><b>Prior Amount</b></u>	<u><b>New Amount</b></u>
2960-331116	COVID-19 Revenue	\$ 0.00	\$ 17,413.00

<u><b>Expenditures</b></u>	<u><b>Description</b></u>	<u><b>Prior Amount</b></u>	<u><b>New Amount</b></u>
2960-420701-100	Personal Services	\$ 0.00	\$ 2,343.00
2960-420701-140	Employer Contributions	\$ 0.00	\$ 350.00
2960-420701-200	Supplies	\$ 0.00	\$ 4,000.00
2960-420701-300	Purchased Services	\$ 0.00	\$ 2,000.00
2960-420701-370	Travel	\$ 0.00	\$ 250.00
2960-420702-100	Personal Services	\$ 0.00	\$ 2,250.00
2960-420702-140	Employer Contributions	\$ 0.00	\$ 400.00
2960-420703-100	Personal Services	\$ 0.00	\$ 2,460.00
2960-420703-140	Employer Contributions	\$ 0.00	\$ 580.00
2960-420704-100	Personal Services	\$ 0.00	\$ 2,250.00
2960-420704-140	Employer Contributions	\$ 0.00	\$ 530.00

**NOW THEREFORE, BE IT RESOLVED** that the Glacier County Board of Commissioners hereby amend the original FY 2019-2020 budget by increasing appropriations in the amount of \$17,413.00, and directs the County Clerk & Recorder to allocate the increase to the above identified fund, function, and object codes.

**BE IT FURTHER RESOLVED**, that the above appropriation shall become effective on April 7, 2020.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**BOARD OF GLACIER COUNTY  
COMMISSIONERS:**



\_\_\_\_\_  
Mandi Bird Kennerly, Clerk & Recorder

\_\_\_\_\_  
Michael J. DesRosier, Chairman

\_\_\_\_\_  
Tom McKay, Vice-Chairman

\_\_\_\_\_  
John B. Overcast, Member

**MONTANA DES  
INCIDENT RENTAL AGREEMENT  
UNOPERATED**

<b>1. Montana DES a. Name and Address:</b> MT DISASTER & EMERGENCY SERVICES 1956 Mt Majo Street PO Box 4789, Fort Harrison, MT 59636-4789  <b>b. Phone Number:</b> (406) 324-4777 <b>c. FAX Number:</b> (406) 558-2057		<b>2. AGREEMENT NUMBER</b> (Must appear on all documents relating to this agreement): <b>3. EFFECTIVE DATES OF AGREEMENT:</b> a. Beginning <u>APRIL 7, 2020</u> b. Ending <u>END OF INCIDENT</u>  c. Specific incident only: COVID-19 Response Incident Name: _____ Incident Number: _____			
<b>4. Local Government Ambulance a. Name and Address:</b> Glacier County EMS 512 East Main, Cut Bank, MT 59427 Physical address: 1102 E Main St, Cut Bank, MT 59427  <b>d. EMAIL Address:</b> <b>e. Telephone Number (day):</b> (406) 873-2727, (406) 873-2722 Telephone Number (night): Cell Phone Number: (406) 229-1350 FAX: (406) 873-9072		<b>5. POINT OF HIRE</b> (Location when hired if different than Block 4): <div style="text-align: center; border: 1px solid black; padding: 2px;">Location at time of hire</div> <b>6. ORDERING DISPATCH CENTER</b>  <b>7. THE FOLLOWING EQUIPMENT IS BEING PROVIDED:</b> <input type="checkbox"/> FULLY OPERATED <input checked="" type="checkbox"/> UNOPERATED  <b>8. LGFF Authorized Commissary:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>9. ITEM DESCRIPTION:</b> Equipment (include VIN, make, model, year, serial no., accessories or other identifying features).	<b>10. NO. OF OPERATORS PER SHIFT</b>	<b>11. HRLY/DAILY/MILEAGE/SHIFT BASIS (SS/SS: ref. C1.6)</b> Rate                      Unit	<b>12. SPECIAL RATES</b>	<b>13. GUARANTEE (8 HOURS)</b>	
A1 2011 CHEVROLET SILVERADO C3500 LT, AMBULANCE VIN/1GB3C0CL5BF254950	3	\$100.00	DAILY (90 days)		
A5 2017 FORD F350 SUPERDUTY AMBULANCE VIN/1FDRF2HT5HDA02560	3	\$100.00	DAILY (90 days)		
A8 2017 MEDIX TYPE 1 TRUCK AMBULANCE VIN/1GB3KZCG0HP237198 (CHEVROLET)	3	\$100.00	DAILY (90 days)		
<b>14. SPECIAL PROVISIONS, GENERAL CLAUSES AND GUIDING DOCUMENT:</b> a) All equipment under this agreement must be owned and titled by the County listed in box 4 above. No leased vehicles are allowed unless the lease was initiated to fulfill the department's normal duties as established under the Montana Codes Annotated.  All equipment costs will be paid on total amount of days utilized multiplied by the daily rate of \$100.00 per ambulance under this contract.					
<b>15. AUTHORIZED AGENT'S SIGNATURE</b> 		<b>16. DATE</b> April 7, 2020	<b>19. DES REPRESENTATIVE SIGNATURE</b> 		<b>20. DATE</b> April 7, 2020
<b>17. PRINT NAME AND TITLE</b> Chancey Kitsen Glacier County C.F.O (406) 529-6243		<b>18. DATE</b> April 7, 2020	<b>21. a. PRINT NAME AND TITLE</b> Jake Ganieany SECC Manager <b>b. Phone Number:</b> 406-417-9234 <b>c. FAX:</b> 406-226-7458		

## GENERAL CLAUSES TO Montana DES Incident Rental Agreement

Since the equipment needs of the Government and availability of COUNTY equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the COUNTY shall furnish the equipment listed herein to the extent the COUNTY is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At the time of dispatch, a resource order number will be assigned. The COUNTY shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the COUNTY agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

**CLAUSE 1. Condition of Equipment:** All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the COUNTY to correct deficiencies within 24 hours. No payment for travel to an incident or point of inspection or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

**CLAUSE 2. Time Under Hire:** The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

**CLAUSE 3. Operating Supplies:** COUNTY equipment will be reimbursed for fuel used to and from an incident and while assigned. Costs will be reimbursed with proper documentation (e.g. detailed receipt). Repairs and normal maintenance will be the COUNTY's responsibility. All operating supplies including fuel & oil are to be furnished by the government to the COUNTY (dry).

**CLAUSE 4. Repairs:** Repairs to equipment shall be made and paid for by the COUNTY. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the COUNTY.

**CLAUSE 5. Timekeeping:** Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

**CLAUSE 6. Payments:**

**A. Rates of Payments** - Rates for equipment hired with COUNTY furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates:** (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

**ON-SHIFT:** Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates:** (column 12) shall apply when specified.

3. **Hourly Rate:** Equipment paid at an hourly rate will be paid for time worked. Equipment is to be paid during meal breaks. Equipment in transport status (via heavy transport, not being driven) will be paid at 50% of the regular rate.

4. **Daily Rate:** (column 11) - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50% of the Daily Rate for periods less than 8 hours. First or last day pro-rating is not applicable to automobiles, ie pickup/sedans. Equipment hired under the Daily Rate may be staffed with or without operator.

**(a) Shift Basis (Portion of calendar day)**

- 1) **Single Shift** - (SS) is staffed with one operator or one crew
- 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). There will be no compensation for a double shift unless a separate operator(s) and/or crew(s) is/are ordered in writing by the host incident for the second shift. Normal hourly rates apply for time worked.

5. **Severity Rates:** Severity rates for COUNTY equipment will be paid at 100% of the established hourly rate for all time under hire.

**B. Method of Payment.** Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for actual units ordered and performed under Work or Daily, shift basis and/or Special rates.

**CLAUSE 7. Exceptions**

**A. Daily Rate:** No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when COUNTY furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the COUNTY for the total hours worked before equipment became nonoperational.

**B.** If the COUNTY withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the COUNTY shall bear all costs of returning equipment and/or operator(s) to the point of hire.

**C.** After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the COUNTY or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the COUNTY in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.



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D. No payment will accrue under Clause 6 when the COUNTY is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the COUNTY may be released from the incident.

**CLAUSE 8. Subsistence:** When host agency subsistence incident camps are available, meals and bedding for COUNTY's operator(s) will be furnished without charge. The host incident agency will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. COUNTYS may be paid per diem & lodging expenses to and from incidents by the agency responsible for payment. Exception: Travel expenses and travel time for crew swaps that occur within the tour of duty to meet COUNTY department staffing needs are done so at the cost of such departments.

**CLAUSE 9. Loss, Damage, or Destruction:**

A. For equipment furnished under this MTDES IRA without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the COUNTY or the COUNTY's agents or employees or Government employee owned and operated equipment.

B. For equipment furnished under this MTDES IRA with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**CLAUSE 10. COUNTY's Responsibility for Property and Personal Damages:** Except as provided in Clause 9, the COUNTY will be responsible for all damages to property and to persons, including third parties, which occur as a result of COUNTY or COUNTY's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

**CLAUSE 11. Deductions:** Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the COUNTY, by the Government may be deducted from the payment to the COUNTY.

**CLAUSE 12. Personal Protective Clothing and Equipment:** The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

A. The following mandatory items will be issued by the Government, when not required to be furnished by the COUNTY, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (Either Nomex or chrome tanned leather); (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government

B. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the COUNTY

**CLAUSE 13. Commercial Motor Vehicles:** All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: [www.fmcsa.dot.gov](http://www.fmcsa.dot.gov).

**CLAUSE 14. Claim Settlement Authority:** For the purpose of settling claims, the host incident agency, DES, has the authority to settle claims under this agreement.

**CLAUSE 15. Changes:** Changes to Montana DES Incident Rental Agreement (MTDES IRA's), may only be made by the original signing DES official. If the original signing official is not available and adjustments are deemed appropriate, a new MTDES IRA shall be executed at the incident and shall be applicable only for the duration of that incident. The agreement will include name and location of the incident.

**CLAUSE 16. Firearm – Weapon Prohibition:** The possession of firearms or other dangerous weapons (18 USC 930 (g) (2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knife with a blade less than 2 ½ inches in length or a multi-purpose tool such as a Leatherman.

**SPECIAL PROVISIONS:**

COPY



# GLACIER COUNTY EMS

1102 East Main Street Cut Bank, MT 59427 (406) 873-2727

COPY

April 10, 2020

Glacier County Commissioners:

Per my email last night, we are under a deadline to get the proposed contract approved for the COVID-19 Hi-Line Response. I attached information for questions you may have.

Please let me know if you have further questions.

Thank you,

Tauna Evans  
Acting Director  
Glacier County EMS



# GLACIER COUNTY EMS

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## DES Contract

Approval needed for Contract

DES pays \$100 for each ambulance. 3-in total for 90 days.

## 911 AMBULANCE-Cut Bank area

- 0700-1900 hrs shift, Station Cut Bank
- 1900-0700 hrs shift
- Depending on staff availability, 24 hour shift coverage or call shift.
- Non-COVID 911 calls. Flight crew transports.
- Crew paid by DNRC, for shift and callout
- Glacier County will not have to pay two people for call pay or for any 911 calls or transfers.

## COVID 19 AMBULANCE-CUT BANK

- 0700-1900 hrs shift, Station Cut Bank
- 1900-0700 hrs callout
- 911 COVID
- COVID transfers to higher level of care determined by bed availability (KRMC, Benefis)
- Crew paid by DNRC, for shift and callout

## COVID 19 AMBULANCE-SHELBY

- 0700-1900 hrs Station Shelby, MT
- 1900-0700 hrs return to Cut Bank, available for Call
- COVID transfers to higher level of care determined by bed availability (KRMC, Benefis)
- Crew paid by DNRC, for shift and callout

## BABB/ST MARY

- 2 employees will continue to be paid by Glacier County for call/callout.





# GLACIER COUNTY EMS

1102 East Main Street Cut Bank, MT 59427 (406) 873-2727

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## SUPPLIES

- Hospitals requesting transport, will be providing supplies for COVID 19. Any 911 supplies will be invoiced to Glacier County by Northern Rockies Medical Center at a later date.

## PATIENT BILLING

- We will continue to bill any insurance and/or patient for transports.

## STAFFING

- 2 Critical Care Paramedics have been brought in to help staff ambulances.
- The National Guard has committed 6 guardsmen/women.
- GCSO staff full time.
- All staffing paid by the State of Montana DNRC as emergency hires.
- Workers compensation will be covered by the State of Montana DNRC along with pay.
- No extra staffing brought in will be Glacier County Employees. They will not receive any benefits from Glacier County.

## GCEMS

- State of Montana EMS & Trauma Systems notified. Licensing has expanded to allow drivers during emergency situations. An application for drivers was submitted and approved.

## VEHICLE INSURANCE

- Lyndie Kraft has confirmed through Maco, all drivers will be covered under vehicle policy.