



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, May 26, 2020; Meeting Starts Promptly at 9:00 AM
Court House- Commissioners Chambers
512 East Main St., Cut Bank MT, 59427
Meeting Agenda

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

NEW BUSINESS:

- D. Cancel: Wednesday, May 27, 2020 Babb Commissioner Meeting
- E. Discussion: St. Mary Canal – Drop 5 Failure – Commissioner Overcast
- F. Discussion/Approval: MOU w/ Glacier County/DOA/DOR – Chancy Kittson, Glacier County CFO
- G. Discussion/Approval: Revisit Glacier County vs COVID-19 – Glacier County Commissioners
- H. Public Hearing #2 – Resolution No. 2020-117 FY 2019-2020 Budget Amendment – Unanticipated Revenue (EMS)

OTHER BUSINESS:

- I. Public Comment
- J. Next Meeting – Thursday, May 28, 2020 – Cut Bank

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

5-26-2020 Commissioner Mtg - Cut Bank
Tue, May 26, 2020 9:00 AM - 5:00 PM (MDT)

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

<https://global.gotomeeting.com/join/289526989>

You can also dial in using your phone.

United States: [+1 \(312\) 757-3121](tel:+13127573121)

Access Code: 289-526-989

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<https://global.gotomeeting.com/install/289526989>

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.



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PUBLIC NOTICE

The regularly scheduled meeting at the
Babb VFD Building on Tuesday, May 27,
2020 will be cancelled due to COVID-19.

/s/Michael DesRosier
Board Chairman

AGREEMENT

This Agreement is among the Montana Department of Revenue (DOR), the Montana Department of Administration (DOA), and Glacier County, a political subdivision of the State of Montana (County).

1. BACKGROUND

- A. Given recent financial difficulties, the County Commissioners have determined it necessary to reduce expenses by furloughing some employees and cutting costs.
- B. These actions have affected a broad array of services including emergency and public safety services.
- C. Based on comments the Governor's Office has received from the County and Glacier County citizens regarding the importance of certain emergency and public safety services, especially with the added burden arising from the COVID-19 pandemic, the DOR will temporarily release currently withheld Entitlement Share and or Oil and Gas payments to the County up to \$1,234,818 to restore and maintain essential emergency and public safety services based on the conditions stated in this Agreement.

The DOR, DOA and the County therefore agree:

2. AVAILABILITY OF FUNDS

The DOR shall release funds to the County to aid in restoring and maintaining only those essential emergency and other public safety services that the County has had to reduce given its financial condition. The conditions of receiving payment are:

A. The County shall submit to the DOA, in the form DOA requests, documentation describing a plan to restore and maintain essential emergency and other public safety services. The plan must include (i) an explanation of the services proposed to be restored, (ii) planned dates of incurring expenses, and (iii) the cost of these services broken down by personnel, supplies, fixed costs and any other major cost categories. The DOA shall provide the County a plan form for the County to complete. The plan must cover the period from March 25, 2020 through November 30, 2020.

B. The County shall complete the plan form and send it with any supporting documentation to Ms. Cheryl Grey, Administrator of DOA's State Financial Services Division, via email at chgrey@mt.gov. Within four business days of receiving the plan, the DOR and DOA shall review it and, if satisfactory, approve it. If the documentation is unsatisfactory, the DOA and the DOR shall notify the County and work with it to remedy any deficiency. If the County does not remedy a deficiency, the proposed plan will not be approved. If the County must modify its plan, a revised plan may be submitted following the same process outlined above.

C. Under an approved plan, the County shall initially pay for plan expenditures with existing County funds. No less than every 5 business days, the County shall submit receipts or other documentation to Ms. Grey, evidencing expenditures made under the plan. Ms. Grey may ask for and the County shall provide additional information or clarification if DOR or DOA deem the information inadequate.

D. Once expenditures incurred total approximately \$100,000, DOR shall release a currently held Entitlement Share or Oil and Gas payment. If the payment includes funds for schools or other entities (Other Funds), DOA/DOR shall notify the County of these Other Funds when the payment is made. The

County shall transmit the Other Funds to the appropriate entity within two business days upon receipt of the DOR payment and provide documentation to Ms. Grey within 2 business days that the Other Funds were disbursed. If the net amount of the payment to the County exceeds plan expenditures incurred, the money must be applied to future expenditures made under the plan.

E. The County shall follow the above process for continuing expenditures. When the County has incurred approximately \$100,000 of costs using its own funds and after expending any excess previously released DOR payment(s), DOR shall release another held payment upon the County's satisfaction of the requirements stated in subparagraph C above.

F. The County acknowledges that DOA's and DOR's obligations hereunder do not require that in the future, DOA, DOR or the State of Montana make available any other funds to the County other than those required by law or regulation.

3. ADDITIONAL CONDITIONS

The payments made under this Agreement do not relieve the County from providing proper documentation regarding its claims that DOR has improperly withheld tax money. If the County does provide documentation satisfactory to DOR, then DOR may not withhold any additional money to recover the amounts paid to the County under this Agreement. If, however, the County does not provide documentation acceptable to DOR, then the DOR may withhold additional money up to the amount of money paid to the County under this Agreement. This Section 3 survives termination of this Agreement.

4. COUNTY REPRESENTATIONS

The County represents that (i) it has the legal authority to enter into this Agreement and follow its terms and conditions, (ii) it shall follow all applicable local, state and federal laws and regulations regarding spending the money paid hereunder; (iii) if required by any statute and/or regulation, it will notify a government entity or other individual or entity that it is entering into this Agreement and receive approval if so required; and (iv) the money paid hereunder will only be used to restore and maintain essential emergency and public safety services that have been reduced given the County's financial status.

5. NO ASSUMPTION OF COUNTY DUTIES/WAIVER/INDEMNIFICATION

A. The County is solely responsible for performing its duties as required by law. Therefore, by entering into this Agreement, neither the State of Montana, DOR nor DOA explicitly or implicitly assumes any duty or obligation of the County to provide any service or function.

B. The County waives all claims and recourse against the DOA, DOR and the State of Montana arising from or incident to the performance of this Agreement, except claims arising from DOA's or DOR's breach of a material term or condition of this Agreement. This Section 5 B. survives termination of this Agreement.

C. The County shall defend and indemnify the State of Montana, DOA and DOR from and against any and all claims, liabilities, damages, settlements, judgments, expenses or fees including reasonable attorney fees and court costs arising out of this Agreement or the County's breach of any representations or its obligations hereunder. This Section 5 C. survives termination of this Agreement.

6. SUSPENSION AND TERMINATION

A. The DOA and DOR may, without incurring liability to the County, suspend or terminate this Agreement if the County breaches any material term or condition. Before suspension or termination, DOA and DOR shall provide written notice to the County explaining the reason(s) for the suspension or termination and giving the County 15 business days to remedy the breach.

B. The DOA, DOR and the County may terminate or suspend this Agreement by mutual written agreement.

7. TERM OF AGREEMENT

Unless this Agreement has been terminated under Section 6, the term of this Agreement is from the last date of signature below through November 30, 2020 or until the \$1,234,818 is exhausted, whichever event occurs first. The County, however, may seek reimbursement for services described herein retroactive to March 25, 2020.

8. WAIVER

No failure on the part of the DOA or DOR to exercise and no delay in exercising, any power or right hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right. The remedies herein provided are cumulative and exclusive of any remedies provided by law.

9. AMENDMENT

This Agreement may be amended or supplemented only by a written instrument executed by or on behalf of each party hereto.

10. NO THIRD-PARTY BENEFICIARY

The terms and conditions of this Agreement are intended solely for the benefit of each party hereto, and it is not the parties' intention to confer third-party beneficiary right upon any other entity, individual or agency.

11. NO ASSIGNMENT

The County may neither assign nor delegate this Agreement or any right or obligation under it without the prior written consent of DOR and DOA.

12. INVALID PROVISIONS

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law and if the rights or obligations of any party hereto will not be materially and adversely affected thereby (i) such provision will be fully severable, (ii) this Agreement will be interpreted and enforced as if such provision had never been a part hereof and (c) the remaining provisions will remain in full force and not be affected by the illegal, invalid or unenforceable provision or its severance.

13. ENTIRE AGREEMENT

This Agreement supersedes all prior discussions and agreements among or between the parties regarding the subject matter hereof.

14. VENUE

This Agreement shall be construed under and governed by the laws of the State of Montana. In the event of litigation, venue shall be in the First Judicial District, Lewis and Clark County, Montana, and the parties agree that such venue is proper.

15. ACCESS TO RECORDS

The County shall maintain records as required by law, reflecting the expenditures of the money contemplated by this Agreement and shall grant DOR, DOA, or the Montana Legislative Auditor reasonable access to these records during regular business hours. The County agrees that access to the records may occur after this Agreement terminates.

16. NOTICE

All notices must be in writing and personally delivered or mailed (first class, postage prepaid, return receipt requested) to the person identified below:

County

Mr. Chancy Kittson
512 East Main Street
Cut Bank, MT 59427
chancy@hotmail.com

DOA

Ms. Cheryl Grey
125 North Roberts
Helena, MT 59620
chgrey@mt.gov

DOR

Ms. Tracy Morano
125 North Roberts
Helena, MT 59620
TMorano@mt.gov

If notice is provided personally, it is deemed given upon delivery. If notice is mailed, it is deemed given upon receipt.

17. TRANSPARENCY

So that all County public officials are kept apprised of events transpiring under this Agreement, all correspondence and notices from and to the County shall be sent to the County Attorney, County Treasurer, County Clerk and Recorder, the County Superintendent of Schools, the County CFO, and the three County Commissioners.

The Montana Department of Administration

By: _____
John Lewis, Director

Date: _____

The Montana Department of Revenue

By: _____
Gene Walborn, Director

Date: _____

Glacier County

By: _____
Michael DesRosier, Chair

Date: _____

By: _____
Tom McKay, Commissioner

Date: _____

By: _____
John Overcast, Commissioner

Date: _____

GLACIER COUNTY RESOLUTION
FY 2019-2020 Budget Amendment – Unanticipated Revenue (EMS)
Resolution No. 2020-17

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 CARES ACT Provider Relief Funds; the need to amend revenues and expenditures to Fund #2230 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:

Revenues	Description	Prior Amount	New Amount
2230-331116	Covid-19 EMS Revenue	\$ 0.00	\$ 8,129.82
Expenditures	Description	Prior Amount	New Amount
2230-420731-200	Supplies (COVID-19)	\$ 0.00	\$ 8,129.82

NOW THEREFORE, BE IT RESOLVED that the Glacier County Board of Commissioners hereby amend the original FY19-20 budget by increasing appropriations in the amount of \$8,129.82 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 May 26, 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