

**Glacier County Commissioners
Thursday, June 10, 2021
Regular Meeting (gotomtg)
Cut Bank, MT**

The Glacier County Board of Commissioners met at a regular scheduled meeting at 9:00 am on Thursday, June 10, 2021. Commissioners Mary Jo Bremner, Michael DesRosier and John B. Overcast were present and Austin Parrent taking minutes.

Present at the meeting: Michael L. Wineman, Public; Carol Larson, Public; Elaine Mitchell, Public; Laurie Elhard, Public; Jim Yeagley, Glacier County Planner; Brenda Schilling, Glacier County Regional Port Authority Executive Director; LeAnne Kavanagh, Press; Marlene Luedtke, Public

Present via GoToMeeting: Cut Bank Airport Authority; Gloria; Linda Burley; Mike Kittson

A. Roll Call

Meeting called to order at 9:02 a.m.

B. Approval of Agenda

C. Approval of the Minutes: n/a

D. Review/Sign: Payroll/Claims

Dated for June 10, 2021
CLAIMS APPROVED FOR PAYMENT

FUND	ACCOUNT	AMOUNT
1000	General Fund	\$ 85,528.27
2110	Road Fund	\$ 19,429.31
2140	Weed Control	\$ 190.49
2150	Predatory Animal	\$ 58.00
2180	County District Court	\$ 1,389.30
2220	Library	\$ 971.84
2230	Ambulance	\$ 110.00
2300	Public Safety (Law)	\$ 3,841.76
2850	911 Emergency (Sheriff)	\$ 43.10
2960	Health Grants - Emerg Prep	\$ 1,024.54
2971	WIC	\$ 52.52
3050	G.O. Bond Debt Service Fund	\$ 293,296.25
7302	West End Cemetery	\$ 383.29
	TOTAL CLAIMS	\$ 406,318.67
	PAYROLL	\$ 192,800.94
	TOTAL PAYROLL & CLAIMS	\$ 599,119.61

NEW BUSINESS:

E. Discussion/Approval: Renew FY2021-2022 Jim Yeagley Planner Contract – Glacier County Commissioners

PLANNING ASSISTANCE CONTRACT

Between

James H. Yeagley and Glacier County

THIS AGREEMENT, entered into as of this 10th day of June 2021 by and between Glacier County and James H. Yeagley.

WITNESSETH THAT:

WHEREAS, Glacier County (County) desires to engage James H. Yeagley (Contractor) to render certain technical and professional service, hereafter described in connection with an undertaking to be financed by Glacier County.

WHEREAS, Contractor desires to provide such technical and professional service to the county as an independent contractor.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

EMPLOYMENT: Glacier County hereby agrees to engage James H. Yeagley as contractor who hereby agrees to perform the services hereinafter set forth in connection with this contract.

INDEPENDENT CONTRACTOR: Contractor's relationship with the County is that of an independent contractor and not the County's employee, for all purposes, including but not limited to, the application of Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Act, the provisions of the Internal Revenue Code, Montana revenue and taxation law, Montana Worker's Compensation Law, Montana Unemployment Insurance Law and County employee benefits such as retirement, vacation, sick leave or compensatory time. Nothing in this agreement shall be construed to create an agency partnership, joint venture or employee relationship between the parties or allow the County to exercise control or direction over the manner or method by which the Contractor provides his professional services. The parties by virtue of this agreement shall have no right, power, or authority to act or create any obligation, express or implied on behalf of the other party. Contractor certifies that Contractor is customarily engaged in an independently established profession providing planning services.

AREA COVERED: James H. Yeagley (Contractor) shall perform all necessary services provided under this contract in connection with Glacier County's jurisdictional area.

SCOPE OF SERVICES: The Contractor shall perform all contract duties and services under this agreement as an independent contractor. Subject to the terms and conditions set forth herein, Contractor shall perform all contract duties and professional services as specified herein. However, in providing planning services under this contract, Contractor shall be free from control or direction of the County and its officers and employees regarding the details of the work performed by Contractor. The Contractor shall do, perform and carry out in a satisfactory, prompt, professional and proper manner, as determined by Glacier County, the following functions and services:

1. Observe and abide by all applicable law, rules, regulations, and policies:

2. Assist the planning board and county commissioners on local land use decisions;
3. Review certificates of survey and subdivision applications and make recommendations to the planning board, clerk and recorder, and board of county commissioners;
4. Perform such other related work as required.

PERSONNEL: All of the services required hereunder will be performed by the Contractor or under the Contractor's direct supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

TIME OF PERFORMANCE: The services of the Contractor are to commence after the execution of this contract, and shall be undertaken and completed in such a sequence to assure their expeditions completion.

COMPENSATION: Glacier County agrees to pay Contractor One Thousand Dollars (\$1,000.00) per month.

Further, as an independent contractor, the county shall not withhold, on behalf of Contractor, any sum for income tax, employment insurance, social security, worker's compensation or any other withholding pursuant to law per required by any government body. All such withholdings shall be the sole responsibility of the Contractor. Contractor shall hold harmless indemnify and defend the County against any claim arising out of failure to withhold any amounts from Contractor's compensation.

METHOD OF PAYMENT: The Contractor will send claims monthly to Glacier County.

TERMINATION OF CONTRACT: This contract shall be terminated on June 30, 2022.

CHANGES: Glacier County may from time to time, require changes in the Scope of Services to be performed hereunder or the Contractor may from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Contractor and the County, shall be incorporated in written amendments to this contract.

FINDINGS CONFIDENTIAL: Any reports, information, data, etc., given or prepared or assembled by the Contractor under this contract which the County or the Contractor requires be kept confidential shall not be made available to any individual or organization by the Contractor or the County, without prior written approval by the County or the Contractor.

ABSENCES, INABILITY TO PERFORM AND TERMINATION: This agreement may be terminated on the occurrence of any of the terms of the following events:

1. If the Contractor or the County fails to fully abide by the terms of this agreement, provided, however, that the non-breaching party shall first give the breaching party notice in writing of the breach(s) or default(s) claimed, and provided, further that the breaching party shall have thirty (30) days from delivery of the notice to cure and correct the breach or default claimed. Any notice given shall be delivered to the County at the office of the County, Cut Bank Montana, and to the Contractor at his address

above set forth, or such other address as he shall furnish to the chairman, Glacier County, in writing. The notice shall be effective on mailing as evidenced by the post office cancellation.

2. Immediately, if Contractor fails to maintain and uphold the standards and ethics of his profession as determined by the County.
3. Immediately, on death or disability of Contractor. For purpose of this agreement, disability shall be defined as the inability or unwillingness of Contractor to practice his profession or to perform his obligations under this contract for reason of physical, mental, or emotional sickness, injury or impairment for a period of thirty (30) consecutive days or for a period of forty-five (45) days during the term of this agreement.
4. Either party shall have the right and privilege to terminate this contract at any time by submitting written notice of intent to terminate this contract at least thirty (30) days prior to the designated termination date. This notification need not include the reason for termination.

RECORDS: Contractor shall keep and maintain at his office in Cut Bank all records and documents applicable to the performance of his duties under this contract along with any other documents, records, and reports of the state of Montana. All said documents and records shall be, and remain, the property of Glacier County and shall be available, unless specifically prohibited by Montana rule or code, for inspection and utilization, as necessary, by authorized officers and departments of the County.

PRIOR AGREEMENT & AMENDMENT: This agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof and there are no agreements or representations between the parties relating to the subject matter hereof other than those expressly contained herein. No letter or other communication passing between the parties to this Agreement, concerning any matter during this contract period shall be deemed a part of this Agreement unless distinctly stated as such letter or communication that it is to constitute part of this Agreement, and such letter or communication is attached as an appendix to this Agreement and is signed by all authorized representatives of the parties to this Agreement.

ASSIGNMENT PROHIBITED: Neither this Agreement nor any interest or claim hereunder shall be assigned or transferred by either party.

SEVERABILITY: It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with Montana law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

MERGER: This Agreement contains the entire agreement between the parties and no statements, promises, or inducements made by either party which are not contained in this written Agreement will be binding or valid. No statements, promises of inducements made by any party or their agents, which are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except as provided in this Agreement by both parties, Contractor and County mutually terminate all previous independent contractor agreements and Contractor hereby voluntarily

waives, releases, and forever remises any and all legal claims under state or Federal law that may hereafter be asserted by Contractor against the County and its officers and employees as a result of the termination thereof.

RETIREMENT COVERAGE (PERS): County specifies the Contractor will not be covered, and does not possess an employer-employee agreement for the purpose of retirement coverage under the Montana Public Employees Retirement System.

IN WITNESS OF: Glacier County and James H. Yeagley have executed this agreement as of the date first above written.


James H. Yeagley


Chairman, Board of Glacier County Commissioners

ATTEST:


Clerk and Recorder, Glacier County, Montana



Jim Yeagley, Glacier County Planner, is renewing his contract for fiscal year 2021-2022. The contract language will remain the same as it has been in the previous few years with updated dates. Glacier County will continue to pay him \$1,000.00 per month for his contracted planning services.

Commissioner DesRosier motions to renew Jim Yeagley’s Planner Contract for FY2021-2022; Commissioner Overcast seconds the motion; motion carried.

F. Discussion/Approval: MDOT/Glacier County Nyhagen Road Path Project Payment (\$14,771.87) – Glacier County Commissioners

The Nyhagen Road Path Project is a project between the Montana Department of Transportation and Glacier County to construct a new path from the existing Anna Jeffries Path near Highway 213 which will go east where a new crosswalk will be constructed across Central Avenue. The path will continue to the east along the south side of Nyhagen Road where it then turns to the south, just west of the access road on the west side of the Cut Bank Sports Complex. The path continues south between two existing fence lines and ends at the Old Kevin Highway at approximately 7,500 linear feet or 1.4 miles in length.

This is a state project where the Montana Department of Transportation pays for 86.58% and Glacier County pays the other 13.42% for its local participation of the total project costs. The current invoice puts the preliminary engineering with indirect costs included at \$434,753.00 for the project so far. Glacier County’s portion is 13.42% of this amount, bringing Glacier County’s total to \$58,343.87 for the local participation towards the project.

Three payments have already been made by Glacier County in previous years:

- 1st Local Match: \$ 16,979.00
- 2nd Local Match: \$ 11,788.00
- 3rd Local Match: \$ 14,805.00

Today the 4th local match of Glacier County’s portion of the project is being approved for payment in the amount of \$14,771.87 which is the current balance due.

Commissioner DesRosier motions to approve the Montana Department of Transportation/Glacier County Nyhagen Road Path Project payment in the amount of \$14,771.87; Commissioner Overcast seconds the motion; motion carried.

G. Discussion/Approval: Earmarked Alcohol Tax Distribution SFY2022 – Glacier County Commissioners



Department of Public Health and Human Services

Addictive & Mental Disorders Division ♦ PO Box 202905 / 100 North Park Avenue, Suite 300
♦ Helena, MT 59620-2905 ♦ (406) 444-3964 ♦ Fax: (406) 444-4435

Greg Gianforte, Governor

Adam Meier, Director

Thursday, May 20, 2021

TO: MICHAEL DesROSIER, COMMISSIONER CHAIR
512 EAST MAIN
CUT BANK, MT 59427-3016

RECEIVED MAY 24 2021
@ 10:03 am

FROM: Curtis D. Weiler, Program Officer
Prevention Bureau, Addictive and Mental Disorders Division

RE: Designation of Earmarked Alcohol Tax Money

The Montana Department of Public Health and Human Services (Department) is responsible for distributing alcohol tax monies, as described in Montana Code Annotated 53-24-206, for the purpose of treatment, rehabilitation, and prevention of substance misuse and abuse.

The Department distributes these funds to each county to fund substance use disorder (SUD) treatment and prevention services provided by State Approved SUD Treatment and Prevention provider(s). Effective February 2021, DPHHS promulgated administrative rules that allows primary prevention providers to become state approved. Primary prevention providers include:

- prevention providers who have a contract with the department for substance misuse/abuse primary prevention services;
- the Montana Public Health Institute; or
- a county or tribal public health department.

The application for the prevention providers identified above is located at:

<https://dphhs.mt.gov/amdd/substanceabuse/cdprovider-manualinvoice#581466509-state-approval>

The Board of County Commissioners must designate the State-Approved SUD treatment and/or prevention provider(s) to provide these services and select the treatment and/or prevention services to be provided. These funds are disbursed directly to your county and the designated provider(s) are responsible to work with the Board of County Commissioners to develop and seek department approval for a countywide plan.

To provide this designation, complete the enclosed **Service Provider Designation Form** and return it to the Department not later than **JUNE 18, 2021**. The state approved SUD treatment and prevention programs in your county are listed on this form.

Timely submission of this information is greatly appreciated. Upon the return of this information, DPHHS will notify the selected State Approved SUD providers and/or prevention providers confirming the designations and annual amounts by 1 July 2021.

If you have any questions, please contact me at (406) 444-7926 or email cweiler@mt.gov.

Instructions For Service Provider County Designation Forms

The purpose of the attached form is to allow County Commissioners to designate a State-Approved Substance Use Disorder (SUD) Treatment and Prevention Provider(s) to receive earmarked alcohol tax monies for the provision of substance misuse/abuse treatment and prevention services in accordance with 53-24-206, MCA.

When designating a provider, the designated provider will be responsible for working with county commissioners to develop and seek Department approval for the countywide plan and annual updates.

1. Select the provider.
2. Select the percentage of the alcohol tax dollars you would like to designate.
3. Select the services to be provided and indicate a percentage of the alcohol tax dollars you would like to designate.
4. This attached form must be signed by a majority of the County Commissioners and postmarked **no later than June 25, 2021**, to:

Curtis D. Weiler, Program Officer
 Prevention Bureau, Addictive and Mental Disorders Division
 Department of Public Health and Human Services (DPHHS)
 PO Box 202905 – 100 N. Park Ste. 300
 Helena, MT 59620-2905
cweiler@mt.gov (406) 444-7926

Glacier

**CURRENT STATE APPROVED SUD TREATMENT AND PREVENTION SERVICES
 AVAILABLE IN THE COUNTY**

Program Name	Prevention	Outpatient	Residential Home	Inpatient	Detox
Alpenglow Clinic LLC		X			
Crystal Creek Lodge Treatment Center		X		X	
Blackfeet Tribal Health	X				
Alliance for Youth	X				
Misfits, LLC		X			

Fiscal Year: 2022 (07/01/21 - 06/30/22)

Service Provider Designation Form

Glacier

When designating a provider, the designated provider will be responsible for working with county commissioners to develop and seek Department approval for the countywide plan and annual updates.

The following designation will be effective July 1, 2021 through June 30, 2022.

Program Name	Prevention	Outpatient	Residential Home	Inpatient	Detox
Alpenglow Clinic LLC					
Crystal Creek Lodge Treatment Center		X		X	
Blackfeet Tribal Health					
Alliance for Youth					
Misfits, LLC					

Fiscal Year: 2022 (07/01/21 - 06/30/22)

The Board of County Commissioners, hereby, designates the above State-Approved SUD Treatment and/or Prevention, and/or public health department and/or tribal council Provider(s) to receive earmarked alcohol tax monies and/or State-Approval for the provision of substance misuse/abuse treatment and prevention services in the county indicated above in accordance with 53-24-206, MCA. The Board of County Commissioners also acknowledge that revenue generated by 16-1-404, 16-1-406, and 16-1-411 for the treatment, rehabilitation, and prevention of substance misuse/abuse that has not been encumbered for those purposes by the counties of Montana or the department must be returned to the state special revenue fund for the treatment, rehabilitation, and prevention of alcoholism within 30 days after the close of each fiscal year and must be distributed by the department the following year as provided in 53-24-206(3)(b).

The Board of County Commissioners acknowledges that revenue generated by 16-1-404, 16-1-406, and 16-1-411 earmarked to the counties for the treatment, rehabilitation, and prevention of alcoholism in fiscal year 2020 was encumbered for those purposes. Any unencumbered funds were returned to the department within 30 days after the close of the fiscal year in accordance with 53-24-108(6).

The Board of County Commissioners confirms these designations represents the majority of county commissioners on the Board of County Commissioners.

Commissioner Signature: Maya G. Smith Date: 6/10/2021

Commissioner Signature: M. DesRosier Date: 6/10/21

Commissioner Signature: John B. Overcast Date: 6-10-21

Commissioner DesRosier motions to designate 100% of the 7/1/2021-6/30/2022 earmarked alcohol tax money to Crystal Creek Lodge Treatment Center; Commissioner Overcast seconds the motion; motion carried.

H. Approval: LinkOne/Glacier County Business Assistance Agreement Amendment & 1st Drawdown Request – Brenda Schilling, Glacier County Regional Port Authority Executive Director

Brenda Schilling, Glacier County Regional Port Authority Executive Director, presents the commissioners with the Amended LinkOne/Glacier County Business Assistance Agreement and the Amended Management Plan for approval. The amendment is to the wage requirement. The paperwork originally stated the minimum for a job to be considered an eligible net new job was \$18.00, however, this has been amended to \$18.88 which is the correct amount. As of June 10, 2021, there are 7 eligible employees that meet the requirement. The 1st Drawdown Request paperwork is currently incomplete and will be put on the agenda for a commissioner meeting at a later date.

Commissioner Overcast motions to approve the Amended LinkOne/Glacier County Business Assistance Agreement and the Amended Management Plan correcting the minimum wage requirement to \$18.88 per hour; Commissioner DesRosier seconds the motion; motion carried.

OTHER BUSINESS:

I. Public Comment

Elaine Mitchell, Public, questions if Crystal Creek Lodge Treatment Center services the entire county. The commissioners confirm that they do serve the entire county and also help individuals who get referred to them from other places outside of Browning. Commissioner Overcast mentions that the Crystal Creek Lodge Treatment Center is generating better revenue and now has better outreach. They were able to hire a new C.F.O. and are able to collect payments more consistently now.

J. Next Meeting – Monday, June 21, 2021 – Cut Bank

Commissioner Overcast motions to adjourn the meeting; Commissioner DesRosier seconds the motion; meeting adjourned at 10:00 a.m.

Commissioner meeting reconvened at 10:15 a.m. for MDOT/Glacier County Nyhagen Road Path Project payment approval after additional information was received from Clerk & Recorder Mandi Kennerly. Commissioner Overcast motions to readjourn the meeting; Commissioner DesRosier seconds the motion; meeting readjourned at 10:18 a.m.