

Billings City Administrator Weekly Report

December 17, 2020

1. **Substance Abuse Connect Coalition Executive Committee (SACC-EC)**– Monday afternoon we held our first Executive Committee meeting for the SACC. The packet material is attached (2 documents). The City's financial commitment to the coalition is \$10,000/year for three years. This is the same commitment being requested from Yellowstone County, School District 2, Billings Clinic, SCL Health and Riverstone Health.
2. **2021 Legislature** – Grmoljez, Dorrington, Iffland, Twito and I met via Zoom late yesterday afternoon to refine our legislative requests. We are focused on positively impacting the parolee and incarceration challenges we face. The group will be talking to specific local legislators who expressed an interest in helping in this area to see who is willing to carry bills addressing our specific ideas for improvement. We will keep the Council updated as we move forward.
3. **Law & Justice Center/City Hall** – The council sub-committee met and reviewed Mr. Holden's latest offer to sell the entire building to the city and county for \$24 million as is. The County discussed the item briefly this afternoon during their public meeting. We are working through the details on a possible joint (city/county) letter of intent or buy sell with contingencies. We need to determine when we should order appraisals since that process is taking between 60 and 90 days to complete. We also need to discuss more of the details on how the arrangement would work with the county owning and occupying two floors of the building and the city owning and operating the remaining three floors and the basement.

Have a great weekend.



Substance Abuse Connect Executive Committee Meeting Agenda

December 14, 2020
4pm-5pm
WebEx

	Activity	Who
1	Welcome & Review of Substance Abuse Connect Purpose & Progress	Kurt Alme
2	Executive Committee MOU – Review & Finalization/Signatures	Becky Bey
3	Discussion/Determination of Coalition “backbone/umbrella” agency <ul style="list-style-type: none">Review of proposals/information from Rimrock Foundation & United Way and related discussion/determination for moving forward in 2021	Lenette Kosovich Kim Lewis
4	Review of 2021-2023 Budget, reiteration of financial commitment and relationship of funding sources to sustainability – Approval of 2021-2023 Budget	Kurt Alme Becky Bey
5	Establishment of Hiring Committee for Coalition Executive Director	Kurt Alme
6	Next Steps/Next Meeting/Final Questions & Input	Kurt Alme Becky Bey



How Did We Get Here and Where Are We Going?

2018

- 17 Member “Core” Committee with leadership in prevention, diversion, treatment & enforcement
- 26 Member Steering Committee broadening engagement and expanding knowledge base and expertise
- Wrote/received the 1st HIDTA grant to build Coalition Infrastructure & Action Plan

2019

- Inviting general membership (CONNECT now has 274 General Members from 91 different organizations)
- Hired and engaged 5 Consultants: Project Management (Becky Bey), Assessment (Katie Loveland), Planning (Jane Smilie and Katie Loveland); Collective Impact Facilitation (Deb Halliday), & Data Dashboard (Gary Gannon)
- Creation of the Coalition name and associated logo
- Community Assessment Completed
- Planning conference: Part I: (110 attendees); Part II: (40 attendees each day)
 - Planning method: *Sequential Intercept Mapping (SIM)*. The SIM process resulted in comprehensive planning for prevention, behavioral health/treatment, and criminal justice collaboration to reduce drug-related crime and addiction.
- Finalization of initial framework and priority action steps and identification of “champions”
- Initial Task Force meetings- finalizing goals/objectives and creation of action steps and milestones
- Wrote/received the 2nd HIDTA grant to continue Coalition Infrastructure Support & Action Plan

2020

- Three Year Action Plan (2020-2023) completed and released to the public
- Selection of Task Force Co-Chairs and creation of various related action committees
- Implementation (or near implementation) of key pilot programs
 - Probation and Parole Targeted Case Management
 - Healthy SPARK Concierge pre-natal and early childhood case management program (Prevention)
 - Wake-Up Business Awareness Event
 - PAX Good Behavior Program (School District)
 - Youth Awareness Media Campaign
 - Mobile Crisis Response & related 211 Hotline development
- Development of a Coalition Communications Plan
- Development of the Coalition Data Dashboard and initial transition to an updated website
- Revision of governance structure from the previous leadership committee to Executive Committee

Ahead in 2021:

- Finalization of the Coalition Replication Toolkit (for other communities)
- Continued implementation/integration & Expansion of programs and action Steps as outlined in the 3 year plan
- Transition to full-time Coalition Executive Director and integration into selected backbone agency
- Finalization of the expansion of the Coalition Website
- Formalization of the CoC and CONNECT Task Force (for joint projects related to housing)
- Continued coordination of fiscal resources to align with Coalition priorities and community needs
- Increased statewide communications, advocacy and influence

Vision

Lowest addiction and drug related crime rates in Montana

Mission

Uniting Yellowstone County to substantially reduce drug related crime and addiction through effective prevention, treatment, and diversion

Goal

Substantially reduce drug related crime and addiction through effective prevention, treatment, and diversion

Priority 1: System Capacity

Goal

Increase the ability of our community to work collectively to address and prevent substance abuse

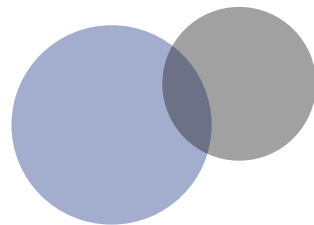
Lead: Executive Commitee

Strategy 1

Build capacity of Substance Abuse Connect (SAC) to sustain progress

Activities

- 1. Formalize governance structure/secure champions (subject matter experts, work group leads, lived experience, policy/funder decision makers)
- 2. Establish data dashboard and feedback loops for continuous quality improvement
- 3. Establish effective communication tools/relationships for ongoing engagement and education of stakeholders: replication toolkit, website, media relations, newsletter
- 4. Ensure coalition structure/leadership provides sustainability for the work



Priority 2: Diversion and Treatment

Goal

Divert people from drug related crime through access to effective and appropriate level of care/treatment

Lead: Diversion and Treatment Task Force

Strategy 2

Increase capacity of crisis support and criminal justice system to effectively prevent and/or manage drug-related crisis with the intention of jail diversion and prevention of recidivism

Strategy 3

Advocate for expanded and effective treatment

Activities

- 5. Create a community crisis line to make it easy to get help early before law enforcement has to get involved
- 6. Create a Mobile Crisis Response team to send an officer and a behavioral health professional to a possible crime involving substance use or mental health issues
- 7. Train law enforcement and first responders on de-escalation strategies and available placement options for people using substances and/or suffering acute mental health issues
- 8. Create a joint task force with the Continuum of Care task force to improve transition of substance users to shelter/housing
- 9. Explore opportunities to increase capacity of law enforcement, the jail and drug courts to support successful interdiction and treatment of drug users
- 10. Start a pilot project to provide better substance abuse treatment to prisoners and/or probationers
- 11. Identify challenges to probation and parole officers from increased caseloads and new revocation standards. Work with the Department of Corrections to address them
- 12. Advocate for reimbursement of evidence based-meth treatment
- 13. Study treatment funding mechanisms not currently accessed and address any barriers blocking access
- 14. Educate on the benefit of providing Medication Assisted Treatment in jails and prisons
- 15. Develop evidence-based guidelines for screening and managing risk of violence among methamphetamine users. Ensure these guidelines are pertinent and accessible to both criminal justice and public health efforts

Goal

Increase access to effective substance abuse prevention for all youth and adults and for those at high risk for methamphetamine initiation

Lead: Prevention Task Force

Strategy 4

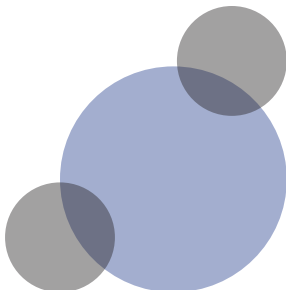
Increase protective factors and decrease risk factors for all children and adults (universal & environmental strategies)

Strategy 5

Increase access to help for youth (prenatal to age 26) at high risk for methamphetamine initiation (targeted/indicated strategies)

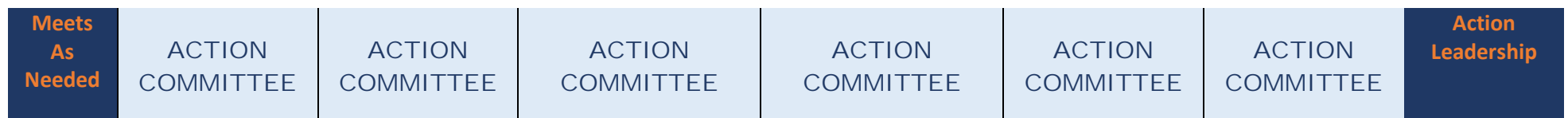
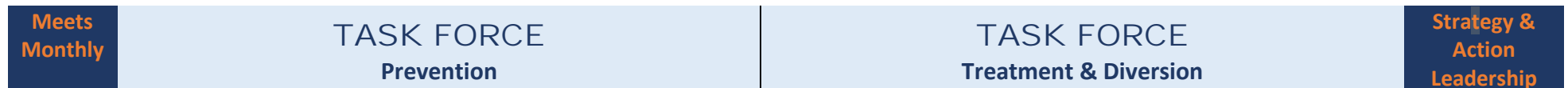
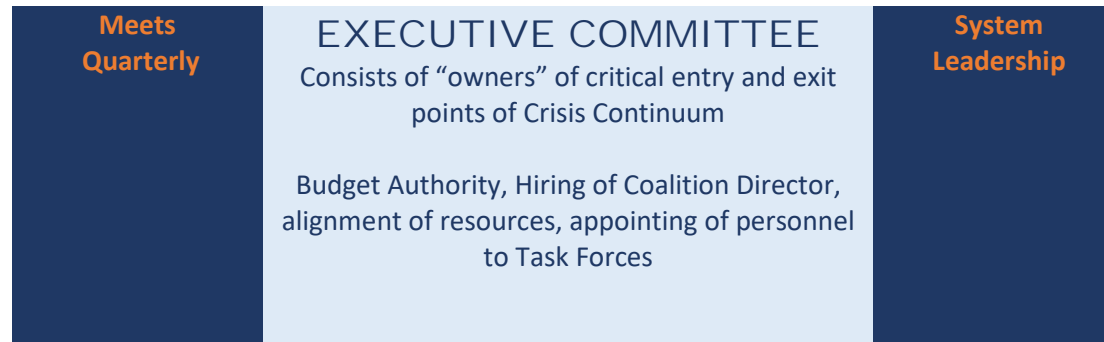
Activities

- 16. Unite existing prevention funding streams and stakeholders in a shared plan through the Substance Abuse Connect Task Force
- 17. Develop an inventory of what exists for prevention in Yellowstone County
- 18. Support the implementation of the evidence-based PAX Good Behavior Game for all elementary schools in Yellowstone County and identify similar middle and high school programs
- 19. Create a suite of tools to inform, educate and connect students and adults with resources to build protection and mitigate risk
- 20. Educate businesses through a Wake Up Call Event and increase effective business policies to support treatment and recovery
- 21. Identify crisis referral pathways for ages prenatal to 26 – make it easy for everyone to know where to go for help or where to refer for help
- 22. Improve early identification and referral to treatment or services for:
 - A) Pregnant women in collaboration with the Best Beginnings coalition
 - B) K-12 students
 - C) 18-26 year olds currently misusing substances who are at high risk for initiating methamphetamine use





Substance Abuse Connect Governance Structure-Abbreviated



Substance Abuse Connect Executive Committee Governance Structure



Understanding of the Problem & Shared Beliefs: The impacts of substance use disorders reverberate throughout our community, and are manifest in increasing rates of crime, child abuse and neglect, overburdened courts and medical facilities, overflowing correctional facilities and other community harms, as evidenced in the June 2019 CONNECT Community Assessment.

- Status quo with substance abuse and co-occurring disorders in our community is unacceptable.
- Substance abuse related crime, especially involving methamphetamine, and addiction, can and must be reduced through a combination of effective prevention, treatment, and enforcement services.
- In order to secure and target financial and workforce resources for this crisis, our community must collaborate as never before and in innovative ways.
- This is a time for action.

Governance: The Substance Abuse Connect Coalition Executive Committee (EC) is initially comprised of the organizations signing both this document and the Committee Memo of Understanding

The Executive Committee:

- Determines which organizations and coalitions shall serve on the Committee on an annual basis
- Is comprised of the CEO or Executive Director from each organization or a designee with authority to make decisions on behalf of the CEO or Executive Director
- Approves the selection of an Executive Director for the CONNECT Coalition
- Selects the organization to serve as the “host” or “backbone” for CONNECT. That organization will administer contracts and grants and either contract with or employ CONNECT staff, including the Executive Director
- Serves as the final approving and decision-making body for CONNECT
- Makes decisions by consensus. Decisions may be communicated in person or by any form of writing (including emails)
- May resign membership at any time by written notice to the Executive Director and/or the other members of the Executive Committee

The Executive Director:

- Shall, in a timely manner, keep the Executive Committee apprised of material issues and decisions affecting CONNECT and can make decisions for CONNECT subject to change by the Executive Committee.
- Is responsible for coordinating the CONNECT and Executive Committee processes, supporting the work to implement the solutions to the identified problem and ensure forward movement on the 2020-2023 Action Plan and future changes to the Plan by the Executive Committee and Task Force co-chairs.
- Will generally be responsible for calling meetings of the Executive Committee (although any member of the Executive Committee may also call a meeting if they believe appropriate to do so).

Organization
Name of Authorizing Signature
Email/Phone
Signature

Substance Abuse Connect Executive Committee Memo of Understanding



Understanding of the Problem: The impacts of substance use disorders reverberate throughout our community, and are manifest in increasing rates of crime, child abuse and neglect, overburdened courts and medical facilities, overflowing correctional facilities and other community harms, as evidenced in the June 2019 CONNECT Community Assessment.

Shared Beliefs:

- Status quo with substance abuse and co-occurring disorders in our community is unacceptable.
- Substance abuse related crime, especially involving methamphetamine, and addiction, can and must be reduced through a combination of effective prevention, treatment, and enforcement services.
- In order to secure and target financial and workforce resources for this crisis, our community must collaborate as never before and in innovative ways.
- This is a time for action.

Solution:

We commit as a member of the Executive Committee of the Yellowstone County Substance Abuse Connect Coalition (CONNECT), to using the framework of Collective Impact for complex problem solving, including:

- Articulation of a shared vision in our community plan
- Implementation of mutually reinforcing activities as articulated in the 2020-2023 action plan
- Implementation of shared measurement and commitment to work from data (stay nimble, be responsive, adjust what is not working, support efficacy, re-allocate resources as needed for greatest impact)
- Continuous communication
- Support backbone leadership and coordination

We Commit To:

- **Communicate** *with* CONNECT and *about* CONNECT in our spheres of influence, share needs and ideas, stay current on the action plan and impacts of that plan, incorporate CONNECT information/work into our organizational and Executive Committee planning
- **Coordinate** with CONNECT through attendance at meetings, contribution of data, and incorporation of work in spheres of influence, helping CONNECT understand our agency's/CONNECT's effective work.
- **Address conflict in peace** bringing different points of view, concerns, questions to CONNECT work because *well-managed conflict deepens impact and promotes growth*. Unresolved conflict cripples impact and breeds mistrust.
- **Implement agreed to changes** in order to change the status quo with substance abuse in our community. We will have courage to make changes in our own allocations of time, energy, leadership thought, and dollars.
- **Make decisions through and by consensus** to support the CONNECT vision/goals
- **Plan for succession** to ensure the momentum and impact of CONNECT is sustained through internal transitions.

Organization

Name of Authorizing Signature

Email/Phone

Signature

What Is a Coalition Backbone?

The Coalition “Backbone” both helps maintain **overall strategic coherence** and **coordinates and manages the day-to-day operations** and implementation of work, including stakeholder engagement, communications, data collection and analysis, and other responsibilities. (FSG-*Reimagining Social Change*)

Why is this so Critical to Coalition Success?

It is largely understood that successful coalitions require a **strong organizational infrastructure** consisting of talented, dedicated staff and partners.

“The expectation that collaboration can occur without a supporting infrastructure is one of the most frequent reasons why it fails.” *John Kania and Mark Kramer, “Collective Impact,” Stanford Social Innovation Review, Winter 2011*

“Coalition members will have the best intentions to devote the time necessary to make a coalition work, (yet) other distractions come easily.” Daniel Duty, *Building Successful Coalitions for Greater Social Impact*

Primarily & Common Roles of Backbone Organizations? (Source: FSG)

1. Maintain Strategic Coherence of the Effort

- A. Accountability, Evaluation, & Guidance
- B. Knowledge Sharing, Overall Logistical Support

2. Help Coordinate through the Steering/Executive Committee

- A. Management and Facilitation

3. Support Fundraising and Outreach

- A. Coordination, Communication & Policy

4. Establish and Support Working Groups

- A. Establish Working Groups
- B. Project Management, Facilitation, and Support

Common Considerations for Choosing a Backbone Organization- What is the Best Fit?

- **Credibility and trust** in the community
- **Organizational capacity** to manage complex, multi-year funding and multiple workgroups/coordinated efforts
- Experience working on **complex community** issues
- **Track record** of an ability to get things done
- **Organizational culture** of sharing the credit, generating excitement and momentum
- **Passion and commitment** to see community projects succeed and for the Coalition work specifically

Substance Abuse Connect Backbone Proposal, UWYC - Nov. 2020

Thank you for supporting Substance Abuse Connect and all the shared work throughout our community. The goal of this document is to help the group determine which agency would be a better fit as Backbone. Therefore, we provided pros and cons below that may help with decision making. United Way of Yellowstone County (UWYC) would be honored to continue this role. We also have great respect for Rimrock Foundation and feel they would be an excellent choice.

Credibility and trust in the community

I believe both agencies are well respected and trusted in the community.

UWYC Pro: UWYC has built strong relationships with hundreds of agencies and is often looked to as a “neutral” party that can bring groups together. I believe this “neutral” perception is a main strength for UWYC.

Rimrock Pro: I believe Rimrock has more credibility and recognition specific to substance abuse issues and Kristin has more recognition and credibility with the SAC partners due to her long time involvement.

Organizational capacity to manage complex, multi-year funding and multiple workgroups/coordinated efforts

I also believe both agencies excel in this area.

UWYC Pro: UWYC has long been known for this work. We have supported multiple groups and coalitions and provided backbone support to help groups move forward. Further, we have staffing expertise to manage funding sources. Dean Wells has over 20 years of experience managing grant funding and has overseen multiple federal and state grant audits with no negative findings.

UWYC Con:

- Due to staffing limitations, our role would need to focus on being the Fiscal Agent only. We have capacity to manage funding and grants but do not have the capacity for ongoing coordination of workgroups, planning etc.
- In order to maintain our capacity as a Fiscal Agent, we would need to ask for a 20% admin. fee for all funds managed.

Experience working on complex community issues and Track record of an ability to get things done

Both agencies have a history and proven success at working on complex issues and getting things done. In fact, Rimrock staff and UWYC staff are often part of the same discussions, planning groups, and coalitions.

Rimrock Pro: Again, Rimrock’s experience is more specific to substance abuse issues, which may be a strong benefit.

UWYC Con: As stated above, UWYC would only have the capacity to serve as the Fiscal Agent and would not have staff coordinating workgroups, designing plans etc.

Organizational culture of sharing the credit, generating excitement and momentum

UWYC considers empowering other agencies to succeed as a primary purpose. We are honored to support other agencies and give them credit for success. Evidence of this can be seen through our coalition work, funding to partner agencies and marketing that promotes other agencies along with UWYC.

**Passion and commitment to see
community projects in general (and the Coalition specifically) succeed**

Of course both agencies want to see coalition success. Both agencies have dedicated a lot of resources and time to support multiple coalitions.

Rimrock Pro: No one has more passion for SAC than Kristin with Rimrock. She has been the driving force from the beginning and would be ideal for continuing momentum.

Review of Considerations

Below is an overview of key considerations for UWYC.

- **Neutral:** UWYC brings a perception of being a neutral entity.
- **Capacity:** UWYC would serve as the Fiscal Agent only.
- **Admin Fee:** UWYC would request a 20% admin. fee for all funds managed.

Thank you again for your time and support for Substance Abuse Connect and our entire community. Please contact me for further discussion.

Sincerely,

Dean Wells
Director of Community Impact
dwells@uwyellowstone.org
406-272-8507



Rimrock as Backbone to Substance Use Connect

Rimrock Foundation has been providing substance use and mental health service in Yellowstone County for over 50 years. Rimrock's commitment to service and quality has been verified by accreditation through the Commission on Accreditation of Rehabilitation Facilities (CARF). This prestigious designation demonstrates how we work to continually improve services, encourage feedback, and serve our community.

Through the past decade, we have been involved in several coordinated efforts with multifaceted workgroups who have challenged the status quo in dealing with issues resulting from rampant illicit drug use and untreated mental illness. We have maintained an active presence at the State level by serving on the Governor's Taskforce on Innovation in Healthcare. Additionally, we have been proactive in developing statewide solutions through our involvement with the Behavior Health Alliance of Montana (BHAM) with our CEO, Lenette Kosovich, currently serving as the Chair of this multi-organizational group. We meet monthly in a workgroup with DPHHS, at the State level, to provide continuous quality and fiscal improvement for programs under AMDD. Locally, we were the one of the founding members of MAAP and were the employer and supervisor, of the Counselor who joined law enforcement from DBA to assist those dealing with the chaos of addiction and mental. We were actively involved in this initiative from its inception, through the planning, operationalizing and reporting. Also, our involvement with SAC and CoC has been from the upstart and many of our employees continue to be actively engaged.

Rimrock has initiate and managed a number of complex, multi-yearlong projects through our history. In taking on these challenges, we have carefully analyzed the scope and rational behind the services to ensure we were staying true to our Mission, demonstrating fiscal responsibility, and making the desired impact on individuals and our community. A sampling of some of Rimrock's innovative programs include:

- ✓ True North Reentry program - Previously incarcerated people are released into residential treatment and phased into community living
- ✓ Women and Children Services – added a second treatment home to address the complex issue in reuniting mothers and children and assist in growing healthy families through long term treatment
- ✓ MOMs program – collaboration with healthcare providers to treat pregnant women who are dealing with addiction
- ✓ Motivated Addiction Alternative Program (MAAP) – Worked with several local agency including law enforcement, social service agencies, business community, Faith-based partners to address chronic substance use issue with homeless population
- ✓ Partnership with EMCMHC to provide support in crisis management and peer support services
- ✓ Numerous local, state, and federal grants

Rimrock's staff of 170+ dedicated employees understand and support our critically important mission. Approximately a third of our workforce is in recovery, which exemplifies the passion and commitment to helping people live the life they were meant to live. Our team consists of a Medical staff (Doctors, Mid-level providers, nurses and support), Psychiatrists, Counselors, Peer Support Specialists, and Admission Team. These highly skilled employees are supported by a Business Office Team, a Human Resources Team, a Quality Assurance/Medical Records Team and a Leadership Team who stitches it all together to assure these teams receive the support and resource necessary to do their jobs well. Our commitment to our community and to excellence has been recognized by others when Rimrock was named Employer of the Year in 2015.

We believe that Rimrock's track record in supporting individuals and our community, and getting the work done, ideally positions us to be the backbone for Yellowstone County's Substance Use Connect.



Substance Abuse Connect Priority 1 Budget (SAC has expenses and income for **Priorities 2&3 Activities** that are not listed here)

	Light Blue = Funding Secured										
EXPENSES	2021				2021		2022				2022
Item	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	EXPENSES		Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	EXPENSES
PERSONNEL • 1 FTE Director (based on 1 FTE salary of \$82,000 + 20% Fringe) • .5 FTE Administrative Support (based on 1 FTE salary of \$48,000 + 20%fringe)	34,200	34,200	34,200	34,200	136,800		34,200	34,200	34,200	34,200	136,800
CONSULTANTS (Gov & Business Liaison; Grant Writing; Communication; Subject Experts)	29,000	29,000	11,000	11,000	79,000		17,500	17,500	17,500	17,500	70,000
CONTRACT with <i>Data Dashboard</i>	8,000	10,000	-	18,000	36,000		7,500	7,500	7,500	7,500	30,000
Community Education/Communication	2,500	2,500	2,500	2,500	10,000		2,500	2,500	2,500	2,500	10,000
Website	2,000				2,000		2,000				2,000
Community and Coalition Training	5,000	5,000	5,000	5,000	20,000		5,000	5,000	5,000	5,000	20,000
Supplies	2,000	625	625	625	3,875		625	625	625	625	2,500
Indirect Costs @ 10%	7,520	7,383	4,583	6,283	25,768		6,183	5,983	5,983	5,983	24,130
TOTAL EXPENSES	90,220	88,708	57,908	76,608	313,443		75,508	73,308	73,308	73,308	295,430
TOTAL Secured Income					96,000						
Balance Needed 2021					217,443						

PROPOSED INCOME SOURCES to Meet 2021 Expenses

Montana Healthcare Foundation Grant	75,000
Executive Committee	60,000
Yellowstone County Public Safety Mill Levy	82,443
	217,443

Executive Committee Action Required:
2021 Budget & Income Approval

2022-2023 Budget anticipated to be like 2021,
2022-2023 Income sources anticipated to increase.

SECURED POTENTIAL*

INCOME					2021					2022					2023				
Funding Source	Annual Allocation	Funding Period	Total Allocation		Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec		Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec		Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	
Exec Committee	60,000	1 Year	60,000		\$60,000					\$60,000					\$60,000				
MT Healthcare Foundation	75,000	2 Years from start	150,000			\$150,000 (RFP anticipated Dec 2020)													
DPHHS County Matching Grant	TBD	2 Years (MT biennium, Fiscal Y Jul-Jun)			Secured (\$68,000 for SAC)		TBD (RFP coming spring 2021)										TBD (RFP Spring 2023)		
SAMHSA Drug Free Communities	125,000	5 Y (2019-2023, Fiscal Y Nov-Oct)	625,000		\$125,000 (plus 100% match) for Youth Prevention			\$125,000 (plus 100% match) for Youth Prevention. Continuation due Feb 2021				\$125,000 (plus 100% match) for Youth Prevention. Continuation due Feb 2022							
Yellowstone County Public Safety Mill Levy	TBD	Fiscal Y Jul-Jun			TBD		TBD			TBD				TBD					
Dept of Justice COSSAP	300,000	3 Y (2020-2023, FY Nov-Oct)	900,000		Mobile Crisis Response (\$300,000)			Mobile Crisis Response (\$300,000)				Mobile Crisis Response (\$300,000)							

*Additional funding sources are anticipated to become available over the next years, including cannabis tax dollars. The funding sources listed here are either secured today or are known and realistic prospects. The coalition has some additional grants for conducting its work. These grants are not listed here because they do not provide any support for coalition backbone functions.

Name	Title	Agency	Role	Email
John Felton	CEO	Riverstone Health	Executive Committee	john.fel@riverstonehealth.org
Carrie Ludwig	Executive Assistant to CEO	Riverstone Health		carrie.lud@riverstonehealth.org
Chris Kukulski	Billings City Administrator	City of Billings	Executive Committee	kukulskic@billingsmt.gov
Wynnette Maddox	Executive Assistant to City Administration	City of Billings		maddoxw@billingsmt.gov
Steve Loveless	CEO	SCL Health (St. Vincent's)	Executive Committee	steve.loveless@schealth.org
Christine Buyse	Executive Assistant to CEO	SCL Health (St. Vincent's)		christine.buyse@schealth.org
Don Jones	Commissioner	Yellowstone County	Executive Committee & Treatment/Diversion Co-Chair	djones@co.yellowstone.mt.gov
Erica Wiley	Executive Assistant to the Commission	Yellowstone County		ewiley@co.yellowstone.mt.gov
Greg Upham	Superintendent	Billings School District	Executive Committee	uphamg@billingsschools.org
Marta McAllister	Executive Assisant to the Superintendent	Billings School District		mcallistterm@billingsschools.org
Scott Ellner	CEO	Billings Clinic	Executive Committee	sellner@billingsclinic.org
Jennifer Stebbins	Executive Assistant to the CEO	Billings Clinic		jstebbins@billingsclinic.org
LeeAnn Bruisedhead	Urban Area Coordinator	Indian Health Services	Executive Committee	leeannbruisedhead@ihs.gov
Leif Johnson	US Attorney (Interim)	USDOJ	Executive Committee	leif.johnson@usdoj.gov
Julie Bohm	Executive Assistant to the US Attorney	USDOJ		julie.bohm@usdoj.gov
Lenette Kosovich	President	Behavioral Health Alliance of MT	Executive Committee & Treatment/Diversion Co-Chair	lkosovich@rimrock.org
Patti Webster	Chair	Continuum of Care	Executive Committee	pattiw@billingha.org
Mike Linder	Sheriff	Yellowstone County	Executive Committee	mlinder@co.yellowstone.mt.gov
Sam Bofto	Under Sheriff (Sheriff Linder's representative)	Yellowstone County	Executive Committee	sbofto@co.yellowstone.mt.gov
Becky Bey	Project Manager	Substance Abuse Connect	Core Contractors	becky.bey@kljeng.com
Melanie Schwarz	Task Force Manager	Substance Abuse Connect	Core Contractors	melanie@corridormg.com
Kristin Lundgren	Project & Budget Advisor/Historian	Substance Abuse Connect	Core Contractors	klundgren@rimrock.org
Gary Gannon	CEO (Data Dashboard)	SciGaia Technology	Core Contractors	gary@scigaia.com
Deb Halliday	Principal (Collective Impact)	Halliday Consulting	Core Contractors	deb@debhalliday.com
Katie Loveland	Principal (Subject Matter Expert/Grants)	Loveland Consulting	Core Contractors	lovelandk@gmail.com
Dean Wells	Director of Impact (Interim)	United Way	Core Contractors	dwells@uwyellowstone.org
Heather Fink		Riverstone Health	Core Contractors & Prevention Co-Chair	heather.fin@riverstonehealth.org
Karen Sylvester		Riverstone Health	Core Contractors & Prevention Co-Chair	Karensylvester831@gmail.com
Erika Willis	Executive Director	Tumbleweed	Core Contractors	erika.willis@tumbleweedprogram.org

BUY-SELL AGREEMENT

THIS BUY-SELL AGREEMENT (hereinafter "Buy-Sell") is made this Ninth (9) day of December, 2020, by and between **WC Commercial, LLC, an Alaska Limited Liability Company (WC Commercial)**, as "Seller", and **The City of Billings, Montana (City)** and **Yellowstone County, Montana** as "Buyers".

FOR VALUABLE CONSIDERATION, IT IS AGREED:

1. **DESCRIPTION OF PROPERTY.** SELLER agrees to sell to BUYERS, and BUYERS agree to purchase from SELLER, on the terms and conditions stated in this Buy-Sell, the following property (collectively, the "Property"):

- (a) **Real Property.** following described real property commonly referred to as 316 North 26th Street, Billings, Montana 59101, located in Yellowstone County, Montana (the Property), which does not exceed forty (40) acres in area and is more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 43, of the Original Town (Now City) of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 16312

- (b) **Personal Property.** The following personal property (hereinafter "Personal Property"), if any, is to be left upon the Real Property as part of the Property purchased:

2. **PURCHASE PRICE AND PAYMENT TERMS.** This purchase price is the result of continued negotiations from a response to a request for proposal and seller's response dated August 14, 2019. The total purchase price for the Property is Twenty-four million dollars (\$24,000,000.00) U.S., payable as follows:

\$24,000,000.00 cash or certified funds, at the time of closing, which may include proceeds of a new loan.

3. **CLOSING.** It is agreed that this sale shall be closed, the purchase price paid, and the Warranty Deed and any other pertinent papers executed as soon as reasonably practical, but in no event later than day of March 11, 2021, unless both parties agree otherwise in writing. Closing shall be at, to be determined by seller, _____ Billings, Montana, to be determined by seller (hereinafter "Closing Agent").

4. **CLOSING FEES.** Costs to prepare needed documents, recording fees, and other normal closing costs shall be paid by each party.

5. **PRO-RATION OF TAXES, ASSESSMENTS AND P.O.A. FEES.** Taxes, assessments, and P.O.A. fees shall be pro-rated as of the date of closing, based upon the most recent tax assessment and most recent P.O.A. assessment.

6. **TITLE INSURANCE.** SELLER shall furnish BUYERS with a standard owner's title insurance policy covering the above-described Property, having a face value equal to the purchase price required by this Buy-Sell, and containing no exceptions from coverage that would prevent SELLER from conveying to BUYERS good and merchantable title of the quality hereafter agreed to be conveyed.

7. **CONDITION OF TITLE.** All mortgages, judgments, and liens shall be paid or satisfied by SELLER at or prior to closing unless otherwise provided herein. SELLER agrees that no additional encumbrances, restrictions, easements, or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary title commitment provided to BUYER.

8. **POSSESSION.** BUYERS shall be entitled to possession of the Property on the date of closing unless otherwise specified herein.

9. **CONVEYANCE.** SELLER agrees to convey the Property to BUYERS by Warranty Deed with the usual covenants expressed in Section 30-11-110, M.C.A., and subject only to the following:

- (a) All reservations, covenants, restrictions, and exceptions in recorded conveyances or other recorded documents pertaining to the Property, or any part thereof;
- (b) All vested rights for easements and rights of way, all waivers or agreements given to or entered into with governmental entities, and zoning ordinances;
- (c) Taxes, charges, and assessments of any type imposed upon the Property for the year 202__ and subsequent years;
- (d) All prior conveyances, leases or transfers of any interest in minerals, mineral rights, metals, stone, methane, oil, gas, coal, and other hydrocarbons, or easement rights or other matters relating thereto whether expressed or implied;
- (e) The effect of any State of Montana Department of Health and Environmental Quality Certificate of Subdivision Plat Approval on record with Yellowstone County on the date of closing;

10. **ASSIGNMENT.** This Buy-Sell shall not be assigned by BUYERS without SELLER's written consent, unless otherwise specified herein.

11. **CONTINGENCIES.** BUYERS' obligation to consummate the purchase of the Property pursuant to this Buy-Sell is expressly contingent upon the following:

- (a) BUYERS' acceptance of the Property condition "AS IS". Any inspection must be complete by January 14, 2021. This contingency shall expire and no longer have any force or effect unless BUYERS deliver written notice of BUYERS' disapproval of the Property on or before January 21, 2021. If BUYER does not approve of the condition of the Property, BUYERS shall deliver written notice to SELLER, specifying the unacceptable condition of the Property and a copy of the inspection report detailing the unacceptable condition of the Property. If

BUYERS and SELLER cannot negotiate a resolution of the unacceptable condition by Closing then this Buy-Sell shall terminate.

- (b) BUYERS ability to obtain financing for the purchase price prior to Closing. If BUYERS are unable to obtain financing prior to Closing and provides written documentation from the financial institution(s) of such inability, the parties may agree to move Closing to an agreed upon later date. This contingency shall expire and no longer have any force or effect unless BUYERS deliver written documentation from the financial institution(s) that financing is unavailable prior to Closing.
- (c) An appraisal of the Property meeting or exceeding the Purchase Price contained in this Buy-Sell. Each party may obtain their own appraisal for which they are solely responsible for any and all costs. SELLER shall utilize _____, and BUYER shall utilize _____. The appraisal must be based on the agreed-to Purchase Price contained in this Buy-Sell. This contingency shall expire and no longer have any force or effect unless SELLER receives a copy of an appraisal that does not meet the Purchase Price contained in this Buy-Sell prior to March 4, 2021. In which case, the parties will attempt to negotiate a new purchase price and if they are unable to agree then this Buy-Sell shall terminate.

If BUYERS, in good faith, disapproves or is unable to confirm any of the Contingencies, BUYERS may rescind this Buy-Sell by written notice to SELLER on or before the date of closing. If BUYERS do not timely provide written notice of rescission to SELLER, the Contingencies shall be deemed waived by BUYERS.

12. **SELLER'S REPRESENTATIONS AND WARRANTIES.** SELLER represents and warrants to BUYERS, which representations and warranties shall be true as of the date of closing, as follows:

- (a) Personal Property. SELLER has good and merchantable title to the Personal Property, free and clear of all pledges, claims, liens, restrictions, security interests, charges and encumbrances. To the extent, if any, that tangible Personal Property is being conveyed hereunder, all of the tangible Personal Property is, to the best of SELLER's knowledge, in good repair and condition, fit for its intended purposes, and is adequate for continuation of the operation of the Property.
- (b) Encroachments. To SELLER's knowledge, there are no encroachments upon the Property nor does any improvement on the Property, including but not limited to fences, encroach upon any property owned by others.
- (c) Easements. To the knowledge of SELLER, there are no easements, rights-of-way, or claims thereof over or across the Property which are not recorded in the office of the Clerk and Recorder of Yellowstone County, Montana.

SELLER will hold BUYERS harmless from damage, loss, claims or liability arising out of a material falsity or omission of the matters set forth in this paragraph or which result from SELLER's ownership of the Property or which occurred during SELLER's ownership of the Property. This Buy-Sell shall survive closing hereunder.

13. **ENVIRONMENTAL.** To SELLER's knowledge, neither SELLER nor any previous owner, tenant, occupant, or user of the Property has engaged in or permitted any operation or activities upon, or any use or occupancy of the Property, or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use,

generation, release, discharge, refining, dumping or disposal of any asbestos, oil or petroleum products, or "hazardous materials" (as defined under federal and Montana law) on, under, in or about the Property, nor are any "hazardous materials" presently deposited, stored or otherwise located on, under, in or about the Property. To SELLER's knowledge, no portion of the Property has ever been used for a dump or landfill. There are no underground storage tanks located on the Property, and to SELLER's knowledge, no underground storage tanks have been removed from the Property except in compliance with applicable Montana and federal law.

Sellers performed an asbestos abatement project from November 2016 through June 2017. Documents regarding this abatement project are available at buyer's request.

14. **INDEPENDENT INVESTIGATION.** BUYERS enter into this Buy-Sell in full reliance upon BUYERS' independent investigation and judgment, and neither SELLER nor SELLER's agents or attorneys make any warranties or representations to BUYERS about the Property except as specifically stated herein.

15. **ATTORNEY FEES.** If either party defaults in its performance hereunder and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney and paralegal fees, incurred at any time by the other party because of the default.

16. **NOTICE.** Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party stated on the first page of this Buy-Sell. A party wishing to change his designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid.

17. **FACSIMILES AND COUNTERPARTS.** A facsimile copy of this Buy-Sell containing the signature of either party shall be accepted as the original. This Buy-Sell may be executed in one or more counterparts, which taken together shall constitute one and the same document.

18. **TIME AND BINDING EFFECT.** Time shall be of the essence of this Buy-Sell. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto.

19. **SELLER DISCLOSURES.**

- (a) **Radon Disclosure Statement. RADON GAS: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE HEALTH UNIT.**

SELLER represents to BUYER that the Real Property:

_____ HAS been tested for Radon or Radon progeny.

 X HAS NOT been tested for Radon or Radon progeny.

If the Real Property has been tested for Radon or Radon progeny, BUYERS hereby acknowledge that a copy of such test has been received along with evidence of any subsequent mitigation or treatment.

- (b) **Smoke Detectors.** SELLER represents that the Property:

 X IS equipped with smoke detectors

 IS NOT equipped with smoke detectors

- (c) **Mold.**

MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The SELLER cannot and does not represent or warrant the absence of mold. It is the BUYERS' obligation to determine whether a mold problem is present. To do so, BUYERS should hire a qualified inspector and make any contract to purchase contingent upon the results of that inspection. A seller who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase.

- (d) **Lead Based Paint.** Attached hereto and made a part hereof is the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.
- (e) **Megan's Law.** Pursuant to the Montana Sexual and Violent Offender Registration Act, certain individuals are required to register their address with law enforcement agencies. Law enforcement offices may make such information concerning registered offenders available to the public. If you would like information regarding the registration of offenders, contact your local law enforcement agency, the Montana Department of Justice or a probation office in your community.

20. **LIKE-KIND EXCHANGE.** Buyer understands that Sellers intend to accomplish a tax-free exchange and to structure this sale in order to qualify under Section 1031 of the Internal Revenue Code of 1986. Buyer agrees to cooperate with Sellers in this exchange provided that there is no additional cost or liability to Buyer as a result of such cooperation. Buyer acknowledges that Sellers' rights and obligations under this Agreement may be assigned to a qualified intermediary to facilitate such exchange.

Likewise, Sellers understand that the property acquired hereunder is Replacement Property for a tax-free exchange of Buyer, and Sellers agree to cooperate with Buyer in such tax-free exchange provided that there is no additional cost or liability incurred by

Sellers as a result of such cooperation.

BUYERS' SIGNATURE: I/we hereby agree to the terms hereof and acknowledge receipt of a copy of this Buy-Sell, including the disclosures made in the paragraph entitled "SELLER's Disclosures," bearing my/our signature.

DATED this _____ day of _____, 20 _____.

BUYERS:

CITY OF BILLINGS, MONTANA

By: _____

YELLOWSTONE COUNTY, MONTANA

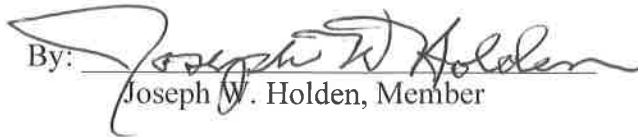
By: _____

SELLER'S SIGNATURE. I/we hereby agree to the terms hereof and acknowledge receipt of a copy of this Buy-Sell bearing my/our signature.

DATED this NINTH day of DECEMBER, 20 20.

SELLER:

WC COMMERICAL, LLC
An Alaska Limited Liability Company

By: 
Joseph W. Holden, Member

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
and/or LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER's Disclosure (initial)

- ____ (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- ____ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____
- __X__ (ii) SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ____ (b) Records and reports available to the seller (check (i) or (ii) below):
- ____ (i) SELLER has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____
- __X__ (ii) SELLER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- ____ (c) Purchaser has received copies of all information listed above.
- ____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- ____ (e) Purchaser has [check (i) or (ii) below]:
- ____ (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint and/or lead based paint hazards; or
- ____ (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ SELLER	_____ Date	_____ SELLER	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date