



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Thursday, March 21, 2024, at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**
2. **Consent Action Items**
3. **Subrecipient Agreement Between Lewis and Clark County and Augusta American Legion #51. (Ann McCauley)**

The Commissioners will consider a subrecipient agreement with the Augusta American Legion Post #51 for the implementation of a Local Assistance and Tribal Consistency Fund (LATCF) award to complete installation of new electrical service at the Augusta American Legion Rodeo Grounds in Augusta, MT. The amount of the award is \$22,850 and the period of performance is upon execution through September 30, 2024.

4. **American Rescue Plan Act Update and Recommendation for Unobligated Funds.(Ann McCauley)**

The Commissioners will consider an update on Lewis and Clark County's Direct Allocation of American Rescue Plan Act (ARPA) funding and recommendations for currently unobligated ARPA funds.

5. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**
6. **Adjourn**

ADA NOTICE

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- kgrose@lccountymt.gov
- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303



Subrecipient Agreement Between Lewis and Clark County and Augusta American Legion #51. (Ann McCauley)

Presented By:

Summary:

The Commissioners will consider a subrecipient agreement with the Augusta American Legion Post #51 for the implementation of a Local Assistance and Tribal Consistency Fund (LATCF) award to complete installation of new electrical service at the Augusta American Legion Rodeo Grounds in Augusta, MT. The amount of the award is \$22,850 and the period of performance is upon execution through September 30, 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Report - Augusta American Legion	Staff Report
<input type="checkbox"/> Subrecipient Agreement_Augusta American Legion	Attachment



Grants and Purchasing Department

Lewis and Clark County

316 N. Park Ave. Room 225 Helena, MT 59623

Phone: 406-447-8383 Fax: 406-447-8398

e-mail: grants@lccountymt.gov

STAFF REPORT

Date: March 14, 2024
To: Board of County Commissioners
From: Ann McCauley, Grants and Purchasing Director
RE: Sub-recipient Agreement between Lewis and Clark County and Augusta American Legion Post #51

County Commission Hearing:**Thursday, March 21, 2024 --- 9:00 a.m.**

I. EXECUTIVE SUMMARY:

Lewis and Clark County (County) and the Augusta American Legion Post #51 are proposing a subrecipient agreement for the implementation of a Local Assistance and Tribal Consistency Fund (LATCF) award from the County. Through this subaward, the County will provide LATCF funds to the Augusta American Legion to be used at the Augusta American Legion Rodeo Grounds to install new electric service and move all wiring underground. The Augusta American Legion Rodeo is one of Montana's longest running rodeos and has been part of the Professional Rodeo Cowboys Association since 1938. The amount of the approved LATCF award is \$22,850 and the period of performance for the agreement takes effect upon execution through September 30, 2024.

II. REQUEST:

To approve the subrecipient agreement between Lewis and Clark County and the Augusta American Legion Post #51 for the execution of an LATCF award from the County.

III. STAFF RECOMMENDATION:

Approval.

IV. ATTACHMENTS:

- Sub-recipient agreement #LATCF 23-01

**LEWIS AND CLARK COUNTY
AMERICAN RESCUE PLAN ACT
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUNDING
SUBRECIPIENT AGREEMENT #LATCF 23-01**

THIS SUBRECIPIENT AGREEMENT is entered into by Lewis and Clark County, a political subdivision of the State of Montana, herein "County", and the Augusta American Legion Post #51, herein "Subrecipient," whose address is PO Box 103, 80 Legion Street, Augusta, MT 59410 and Unique Entity Identifier (UEI) is TJTBPCWLZL66.

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (2021) (herein "ARPA") was signed into law, and Section 9901 of ARPA established the Local Assistance and Tribal Consistency Fund (§605(b)) under the federal Assistance Listing Number 21.032; and

WHEREAS Section 605(b) of the Social Security Act authorizes the Department of the Treasury to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund (herein "LATCF"); and

WHEREAS LATCF is intended to provide support to state, territorial, local, and tribal governments in responding to the public health and economic impacts of COVID-19 and governments' efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS eligible uses of LATCF funding include COVID-19 mitigation and prevention, assistance to non-profits, improvements to public sector capacity, necessary investments in water and sewer broadband infrastructure, and revenue replacement; and

WHEREAS the County is an eligible recipient of LATCF funds from the U.S. Treasury in the amount of \$ \$1,732,807.60 which may in part or whole fund this agreement; and

WHEREAS the County desires to engage the Subrecipient to administer and execute an LATCF award as a subrecipient; and

WHEREAS this Agreement will meet LATCF program expenditure categories and objectives and will be administered by the Subrecipient consistent with federal and state regulations.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. AGREEMENT IS A SUB-AWARD: This Agreement constitutes a sub-award of a Local Assistance and Tribal Consistency Fund allocation made to Lewis and Clark County,

and in turn from the County to the Augusta American Legion Post #51 as a subrecipient of that award. Certain information pertaining to this award is required to be included as a part of this Agreement pursuant to federal and state laws and LATCF program requirements and is set forth in Exhibit A.

2. SCOPE OF WORK: Subrecipient will be responsible for administering and completing the awarded LATCF project in accordance with attached Exhibit B, Scope of Work and in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds.

3. REPORTING REQUIREMENTS: During the term of this Agreement, the Subrecipient will submit the following reports as requested by the County:

- Progress Reports: Unless otherwise specified by the County, the Subrecipient will submit Project Progress Reports with each request for reimbursement to the County. These reports will describe the status of the activities set forth in Section 2, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Subrecipient is requesting in the Project Scope of Work, budget, or implementation schedule. The County, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted or approved by the Lewis and Clark County Grants and Purchasing Department.

- Project Completion Report: Upon completion of the Project, the Subrecipient will submit a final Project completion report for County approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project.

4. PERFORMANCE MONITORING: The County or any of its authorized agents may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with Section 2 of this Agreement, the proper use of funds, and other technical and administrative requirements of this Agreement, including the adequacy of the Subrecipient's records and accounts. It is understood that County staff, at its discretion, may perform periodic fiscal and project monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the County, the County may suspend or terminate this Agreement in whole or in part pursuant to Section 22 of this Agreement.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE: This Agreement shall take effect upon execution by the parties and will terminate on September 30, 2024, unless otherwise terminated by law or in compliance with the terms of the Agreement.

All authorized expenses to be reimbursed must be incurred by the Subrecipient between March 15, 2021, and September 30, 2024. All requests for reimbursement must be submitted to the County within forty-five (45) days after September 30, 2024.

The activities to be performed by the Subrecipient shall be completed according to the implementation schedule provided in Exhibit B. Any modifications to the implementation schedule must be submitted to the County in writing and be approved prior to schedule changes occurring.

The County reserves the right to extend this Agreement based on, but not limited to, the Subrecipient's performance on the contracted activities and the Subrecipient's compliance with program requirements.

6. SOURCE OF FUNDS AND COMPENSATION:

The source of funding for this Agreement is from Local Assistance and Tribal Consistence Funds.

The County agrees to pay the Subrecipient a total amount not to exceed Twenty-two Thousand, Eight Hundred Fifty dollars (\$22,850), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Subrecipient's services under this Agreement, including all expenditures made and expenses incurred by the Subrecipient in performing the Scope of Work as set forth in Section 2.

7. MATCHING FUNDS: No matching funds are required under this agreement.
8. METHOD OF PAYMENT: The County agrees to reimburse the Subrecipient for eligible Project costs incurred on or after the award date for the successful completion of activities set forth in Sections 2 and 3, and in accordance with Section 6. Checks issued by the Subrecipient to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash. All invoices must be supported by adequate documentation provided by the Subrecipient as described in Section 3 and shall require County approval.
9. LIAISONS: All work performed pursuant to this Agreement shall be coordinated between the parties' designated liaisons. The liaisons for this Agreement are:

For the Subrecipient:
William Schrader, or successor
Finance Officer
American Legion Post #51

PO Box 103
80 Legion Street
Augusta, MT 59410
907.209.3247
billschrader@mac.com

For the County:
Carrie Lutkehus, or successor
ARPA Program Specialist, Lewis and Clark County
316 N. Park Avenue
Helena, MT 59623
406.457.8856
clutkehus@lccountymt.gov

10. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the Subrecipient, or any of its contractors or subcontractors, in furtherance of this Agreement are the property of the Subrecipient and County, which have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the County.

Any materials and publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number (FAIN) LATCF-0780 awarded to Lewis and Clark County by the U.S. Department of Treasury."

Any publications or documents prepared with public funds is subject to public's right to know (Article II, Section 9 of the Montana Constitution).

11. DEBARMENT AND SUSPENSION: The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency. If the Subrecipient cannot certify this statement, attach a written explanation for review by the County.
12. CONFLICT OF INTEREST: The Subrecipient covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The Subrecipient further covenants that, in performing this Agreement, it will employ no person who has any such interest.
13. MODIFICATION AND ASSIGNABILITY OF AGREEMENT: This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, who are not contained

in the written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by both parties hereto. The Subrecipient may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of County. Any subcontractor or assignee will be bound by all the terms and conditions of this Agreement.

14. INDEMNIFICATION: Subrecipient and County shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages, and expenses, including reasonable attorneys' fees, related to, or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Agreement.
15. UNAVAILABILITY OF FUNDING: The County may, at its sole discretion, terminate or reduce the scope of the Agreement if available funding is eliminated or reduced for any reason.
16. INSURANCE: Subrecipient agrees to maintain general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. Subrecipient further agrees to maintain workers' compensation insurance or proof of workers' compensation exemption. Both general liability and workers compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. Subrecipient agrees to furnish proof of insurance to the County prior to commencing work under this Agreement. The County must be listed as additional insured on the general liability insurance certificate for this Agreement. Insurance certificates will be attached to this Agreement as Exhibit D.
17. COMPLIANCE WITH APPLICABLE LAWS AND PROGRAM REQUIREMENTS:
 - a. Subrecipient shall comply with all applicable federal, state, and local laws, rules, regulations, and executive orders including, but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, and Section 504 of the Rehabilitation Act of 1973. Subrecipient is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].
 - b. Subrecipient agrees to comply with the requirements of section 605 of the American Rescue Plan Act, regulations adopted by Treasury pursuant to section 605(b) of the Social Security Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.

- c. Federal regulations applicable to this award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act shall apply to this award. Per 2 CFR Part 200, Appendix XI Compliance Supplement for Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds (April 2022) and under its authority 2 CFR 200.102(a), the U.S. Office of Management and Budget is authorizing use of an alternative compliance examination engagement in accordance with the Government Accountability Office's Government Auditing Standards in lieu of a full single audit or program-specific audit as required per 2 CFR 200, Subpart F. The alternative approach along with the criteria for eligible recipients are detailed in the Part 4 – Section IV, "Other Information" of assistance listing 21.027 – Coronavirus State and Local Recovery Funds.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. Byrd Anti-Lobbying Amendment, New Restrictions on Lobbying, 31 U.S.C. §1352, as amended. Subrecipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or any employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Subrecipient shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency.

- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Rights to Inventions Made Under an Agreement. Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the subrecipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any applicable implementing regulations.
 - xi. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
 - xii. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- d. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance; and
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability; and
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance; and

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing ' regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
18. NONDISCRIMINATION: In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Subrecipient agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.
19. ERRORS AND OMISSIONS: Subrecipient will perform all services in a professional manner as defined in Sections 2 and 3. Subrecipient will hold harmless the County from any loss or damage resulting from the actions of the Subrecipient. Subrecipient acknowledges that it will be liable to County for any breach Subrecipient causes to this Agreement.
20. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Agreement is in Lewis and Clark County of Montana and venue for any litigation arising from performance of this Agreement is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Agreement will be construed under and governed by the laws of the State of Montana.
21. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
22. TERMINATION: Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, the Subrecipient will be compensated for eligible expenses and services performed prior to termination.

IN WITNESS WHEREOF, the County and the Subrecipient have executed this Agreement.

LEWIS AND CLARK County:

Subrecipient:

Andy Hunthausen, Chair
Board of County Commissioners
Lewis and Clark County



William Schrader, Finance Officer
Augusta American Legion Post #51

Date: _____

Date: 2-22-2024

ATTEST:

Amy Reeves, Clerk and Recorder

Exhibits:

- Exhibit A: 2 CFR §200.331 Information
- Exhibit B: Scope of Work and Project Implementation Schedule
- Exhibit C: Project Budget
- Exhibit D: FY 2024 Insurance Certificates

Exhibit A: Information Required Pursuant to 2CFR §200.331

Requirements for Pass-Through Entities	
Subrecipient Name	Augusta American Legion Post #51
Subrecipient's UEI	TJTBPCLWLZL66
Federal Assistance Listing	21.032
Federal Award Identification Number (FAIN)	LATCF-0780
Federal Award Date to the Recipient by the Federal Agency, or designee	11/1/2022
Subaward Period of Performance Start and End Date	March 15, 2021, through September 30, 2024
Amount of Federal Funds Obligated by this action by the Pass-Through Entity to the Subrecipient	\$22,850
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current obligation	\$22,850
Name of Federal Awarding Agency	U.S. Department of the Treasury
Name of Pass-Through Entity	Lewis and Clark County, MT
Contact Information for Awarding Official of the Pass-Through Entity	Carrie Lutkehus ARPA Program Specialist 406-457-8856 clutkehus@lccountymt.gov
Indirect Cost Rate for the Federal Award	N/A
Contact Information for Subrecipient, including name(s) and title(s) of appropriate persons in Subrecipient's organization; mailing address for notices to Subrecipient; telephone number(s) and email addresses.	William Schrader Finance Officer American Legion Post #51 PO Box 103 80 Legion Street Augusta, MT 59410 907.209.3247 billschrader@mac.com

Exhibit B: Scope of Work and Project Implementation Schedule

Project Name: Rodeo Grounds and Park Infrastructure Improvement - Electrical

Project Goal: Install new electric service and move all wiring underground at the Augusta American Legion Rodeo Grounds in Augusta, MT.

Task Name	Start	Late Start	Finish	Late Finish
Install new electric service	April 10, 2024	May 1, 2024	May 30, 2024	June 20, 2024
Bury all electric wiring underground	April 10, 2024	May 1, 2024	May 30, 2024	June 20, 2024

Exhibit C: Project Budget

Project Name: Rodeo Grounds and Park Infrastructure Improvement - Electrical

Project Activities:	LATCF Funds
<ul style="list-style-type: none">- install 320amp meter main (400amp service)- pedestal- cable and conduit- trench and backfill- tie in all structures that have power currently- all parts and labor associated- permitting	\$22,850
TOTAL:	\$22,850



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Great West Insurance Services, LLC PO Box 800 21 1st Street NW Choteau MT 59422-0800	CONTACT NAME: Kim Grove PHONE (A/C, No, Ext): (877) 229-4553 FAX (A/C, No): (866) 751-8096 E-MAIL ADDRESS: kim-grove@leavitt.com														
INSURED American Legion Post #51 PO Box 103 Augusta MT 59410	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Insurance Company</td> <td style="text-align: center;">41297</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Company	41297	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Scottsdale Insurance Company	41297														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** Master 23-24**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		CPS7706992	12/20/2023	12/20/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

clutkehus@lccountymt.gov

Lewis and Clark County, Montna
 Grants and Purchasing Department
 Carrier Lutkehus
 310 Broadway Avenue
 Helena, MT 59601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kim Grove/KIGROV

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ACORD 25 (2014/01)

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INS025 (201401)



American Rescue Plan Act Update and Recommendation for Unobligated Funds.(Ann McCauley)

Presented By:

Summary:

The Commissioners will consider an update on Lewis and Clark County's Direct Allocation of American Rescue Plan Act (ARPA) funding and recommendations for currently unobligated ARPA funds.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> ARPA Project Master List	Attachment
<input type="checkbox"/> Inflationary Set Aside Summary	Attachment



Grants and Purchasing Department Lewis and Clark County

316 N. Park Ave. Room 225 Helena, MT 59623
Phone: 406-447-8383 Fax: 406-447-8398
e-mail: grants@lccountymt.gov

STAFF REPORT

Date: March 18, 2024
To: Board of County Commissioners
From: Ann McCauley, Director, Grants and Purchasing
RE: American Rescue Plan Act Update and Recommendations for Unobligated Funds

County Commission Hearing:**Thursday, March 21, 2024 --- 9:00 a.m.**

I. EXECUTIVE SUMMARY:

In FY21 and FY22, Lewis and Clark County received two tranches of American Rescue Plan Act funding directly from the U.S. Treasury for a total of \$13,486,352 to respond to local impacts from the Covid-19 pandemic. An additional \$2,380,376 in ARPA funding was provided from the State of Montana through their minimum allocation grant program to specifically address water and sewer infrastructure needs. A summary of ARPA accomplishments to date is below and in the attached "Master ARPA Project List."

55: Community and County Projects Funded to date

- 9:** Public Health projects in direct response to the Covid-19 pandemic through June 2023 – 10% of direct allocation ARPA funds
- 12:** Projects awarded to non-profit or community organizations projects – 21% of direct allocation ARPA funds
- 12:** Necessary water and sewer infrastructure projects – 10% of direct ARPA funds; 100% of minimum allocation ARPA funds.
- 20:** Government services projects supporting priority projects of nine county departments – 52% of direct allocation ARPA funds
- 1:** Administrative project to support an ARPA Program Specialist Position – <2% of direct allocation ARPA funds

28: Direct and Minimum allocation projects completed (51%)

Total ARPA Direct Allocation Funds Received:	\$ 13,486,352.00
Expended to Date (49% of total):	\$ 6,541,206.00
Obligated to Current Projects (47% of total):	\$ 6,265,260.89
Unexpended and Unobligated as of 3/15/24:	\$ 679,885.11

As part of the FY24 budget, the Lewis and Clark Board of County Commissioners obligated all of the County's available direct allocation ARPA funding in May 2023. This included setting up an "Inflationary Set-Aside" project to help with unexpected project cost overruns due to inflation and other market factors. The Board of County Commissioners approved a process for administering the Inflationary Set-Aside in May 2023 which included scenarios for project budgets experiencing both overruns and underruns.

The Inflationary Set-Aside balance recently increased substantially due to two county-lead projects, Community Development and Planning's Growth Policy project and Public Work's Marysville Surface Preservation project, coming in well-below their FY24 approved budgets following competitive solicitation. Together, these projects resulted in over \$400,000 returning to the Set-Aside fund for a total current unobligated ARPA balance of \$679,885.11. A summary of the Inflationary Set-Aside project and current balance as of March 15, 2024, is attached.

To meet U.S. Treasury's requirement that all direct allocation ARPA funds be obligated by December 31, 2024, and fully expended by December 31, 2026, staff are recommending the following projects for these unobligated ARPA funds:

1) ARPA Program Specialist, Grants and Purchasing Department: \$150,000

This term position was originally budgeted as a full-time position for three years (Nov. 2021 - Nov. 2024) for \$250,120. With 30 direct and minimum allocation ARPA projects still in progress, there is a recognized need to maintain this ARPA-dedicated position to continue with the required grant administration and U.S. Treasury reporting requirements. This additional allocation will support the ARPA Program Specialist position through December 2026 at 0.65 FTE status.

2) Country Club Avenue Re-Surfacing, Public Works Department: \$450,000

Public Works is proposing an interim improvement project for Country Club Avenue from Helena City Limits to Williams Street. The project scope includes a 3-inch asphalt overlay and chip seal that is expected to last approximately 20 years. The project is slated for two phases that will be bid, contracted, and started in 2024 and completed in 2025.

3) Fair Market Survey contribution, Helena Housing Authority: \$25,000

Presented and requested by the Helena Housing Authority at the March 5th Joint City-County meeting, this project will support a county-wide Fair Market Rent Survey with the dual goal of recalculating federal funding for federal housing programs to be more commensurate with local market conditions and supporting Helena Housing Authority's repositioning efforts in 2025. The Fair Market Survey is anticipated to cost approximately \$100,000 and will be complete by the end of 2024.

4) Maintenance of the Inflationary Set-Aside Fund: \$54,885.11

Staff recommend maintaining a smaller amount of funds in the Inflationary Set-Aside to support potential cost overruns for the three ARPA projects that have not yet started or gone through solicitation, including the above Country Club Avenue project. Any funds remaining in the Inflationary Set-Aside by December 2024 will be allocated to allowable administrative and/or

government services costs under U.S. Treasury's most recent ARPA guidance. Allowable costs may include personnel costs for reporting and compliance requirements, Single Audit costs, and recovery of indirect costs, to name a few.

II. REQUEST:

To accept the provided ARPA update and approve the three recommended projects for funding with remaining ARPA funds.

III. STAFF RECOMMENDATION:

Approval.

IV. ATTACHMENTS:

- Master List of ARPA Funded Projects as of March 15, 2024
- ARPA Inflationary Set-Aside project balance as of March 15, 2024

ARPA Master List of Projects

Line #	Local Fiscal Recovery (Direct Allocation) Project	Total Obligated or Expended at Completion	US Treasury Expenditure Category	Broad Expenditure Category	
1	Public Health - Centralized COVID 19 Testing - COMPLETED	\$ 5,812.19	1.2 Covid Testing	Public Health \$1,290,035.98 All Projects Completed	10%
2	Disaster and Emergency Services - COVID Positive Sheltering - COMPLETED	\$ 4,115.40	1.4 Prevention in Congregate Settings		
3	Public Health - COVID Community Response and Outreach - COMPLETED	\$ 36,971.66	1.7 Other COVID-19 Public Health Expenses		
4	Public Health - FY23 COVID Response - COMPLETED	\$ 263,404.56	1.7 Other COVID-19 Public Health Expenses		
5	Public Health - COVID Response Technology and Operations - COMPLETED	\$ 24,088.43	1.7 Other COVID-19 Public Health Expenses		
6	Public Health - COVID Staff (FY22) - COMPLETED	\$ 888,997.69	1.7 Other COVID-19 Public Health Expenses		
7	Public Health - ESRI GIS PH dashboard - COMPLETED	\$ 27,000.00	1.7 Other COVID-19 Public Health Expenses		
8	Public Health - Staff Training - COMPLETED	\$ 8,179.38	1.7 Other COVID-19 Public Health Expenses		
9	Public Health - Wastewater Testing - COMPLETED	\$ 31,466.67	1.14 Other Public Health Services		
10	Helena Food Share - COMPLETED	\$ 500,000.00	2.1 Food Programs	Community Assistance \$2,834,916.00	21%
11	Florence Crittenton Home and Services - COMPLETED	\$ 600,000.00	2.11 Healthy Childhood Environments: Child Care		
12	Margaret Stuart Youth Home PAR - COMPLETED	\$ 35,000.00	2.13 Healthy Childhood Environments: Child Welfare System		
13	Helena Area Habitat for Humanity - COMPLETED	\$ 500,000.00	2.15 Long-term Housing Security: Affordable Housing		
14	Lincoln Workforce Housing	\$ 199,700.00	2.15 Long-term Housing Security: Affordable Housing		
15	PureView Health Center - Medical/Dental Equipment - COMPLETED	\$ 250,000.00	2.21 Medical Facilities for Disproportionately Impacted		
16	East Helena Valley Rodeo Association - Rodeo Relocation Project	\$ 500,000.00	2.35 Aid to Tourism, Travel, and Hospitality		
17	Hooper Park Recreation Area - Concrete Latrine - COMPLETED	\$ 18,000.00	2.22 Strong Healthy Communities: Neighborhood Features that Promote Health/Safety		
18	Lincoln Fire Protection District - Water Filling Station - COMPLETED	\$ 67,934.00	6.1 Provision of Government Services		
19	Hooper Park Recreation Area - Electrical Upgrades	\$ 10,000.00	2.35 Aid to Tourism, Travel, and Hospitality		
20	1872 Unionville Schoolhouse	\$ 100,000.00	6.1 Provision of Government Services	Water/Sewer Infrastructure \$1,406,050.00	10%
21	Northstar Park - Timberworks Park Planning/Design	\$ 54,282.00	6.1 Provision of Government Services		
22	Craig County W/S District - Tech Memo, Wastewater Treatment Upgrades	\$ 178,550.00	5.1 Clean Water: Centralized Wastewater Treatment		
23	Trinity School District #4 - Water/Sewer Upgrades, Classroom Addition	\$ 112,000.00	5.3 Clean Water: Decentralized Wastewater		
24	Public Works - Slip Lining at Wolf Creek	\$ 88,500.00	5.5 Clean Water: Other Sewer Infrastructure		
25	County D2 Drain Flood Mitigation	\$ 750,000.00	5.6 Clean Water: Stormwater		
26	Public Health - Water Quality Pilot	\$ 27,000.00	5.10 Drinking Water: Treatment	Government Services \$7,025,344.91	52%
27	Eastgate Water and Sewer Association, Inc. - Water System Improvements	\$ 250,000.00	5.13 Drinking Water: Source		
28	Community Development and Planning - Growth Policy	\$ 153,950.00	6.1 Provision of Government Services		
29	Fairgrounds Asphalt Project	\$ 2,000,000.00	6.1 Provision of Government Services		
30	Public Works - Glass and Security (CA Office-Justice Court) - COMPLETED	\$ 57,500.00	6.1 Provision of Government Services		
31	Law and Justice Center Boiler Replacement - COMPLETED	\$ 400,000.00	6.1 Provision of Government Services		
32	Motor Vehicle Department Remodel - COMPLETED	\$ 418,418.86	6.1 Provision of Government Services	LEGEND Grey: Project complete/funds fully expended. Orange project #: Project not yet started. All other projects are in progress.	
33	Public Health - Facility Plan Update - COMPLETED	\$ 12,000.00	6.1 Provision of Government Services		
34	Public Works - Murray Building Ventilation	\$ 575,000.00	6.1 Provision of Government Services		
35	Public Works - Shop Ventilation - COMPLETED	\$ 35,917.00	6.1 Provision of Government Services		
36	Public Works - Two Way Radios	\$ 408,101.17	6.1 Provision of Government Services		
37	Sheriff's Office - Command Vehicle	\$ 577,991.78	6.1 Provision of Government Services		
38	Sheriff's Office - Detention Center Body Scanner - COMPLETED	\$ 162,550.00	6.1 Provision of Government Services		
39	Sheriff's Office - Handgun Transition - COMPLETED	\$ 136,998.10	6.1 Provision of Government Services		
40	Sheriff's Office - Mobile Morgue Shelving	\$ 50,000.00	6.1 Provision of Government Services		
41	City-County Building, Law & Justice Center, FY24 Capital Improvements - COMPLETED	\$ 234,500.00	6.1 Provision of Government Services		
42	Community Development and Planning - Joint Infrastructure Study	\$ 200,000.00	6.1 Provision of Government Services		
43	IT&S - Network Access Security	\$ 79,255.00	6.1 Provision of Government Services		
44	IT&S - Security Access System Integration	\$ 7,136.00	6.1 Provision of Government Services		
45	Public Works - Marysville Surface Preservation	\$ 469,000.00	6.1 Provision of Government Services		
46	Public Works - Magnesium Chloride Storage System	\$ 400,000.00	6.1 Provision of Government Services		
47	Sheriff's Office - Bodyworn/Vehicle Camera Project - COMPLETE	\$ 300,000.00	6.1 Provision of Government Services		
48	Treasurer/Clerk Recorder - Historical Records Preservation	\$ 347,027.00	6.1 Provision of Government Services	Admin Expenses \$250,120.00	1.9%
49	ARPA Program Specialist - 3 yr position	\$ 250,120.00	7.1 Administrative Expenses		
Total Direct Allocation		\$ 12,806,467			
Unobligated		\$ 679,885			

Line #	State Fiscal Recovery (Minimum Allocation Grant) Project	Total Obligated	ARPA Expenditure Category	Financial Leveraging (non-SLFRF funds)	County LFR
1	Craig County W/S District - PER, Wastewater Treatment Upgrades	\$ 193,550	5.1 Clean Water: Centralized Wastewater Treatment	\$ 15,000	\$ 178,550
2	Ten Mile/Pleasant Valley Water/Sewer District - Access Covers	\$ 125,000	5.1 Clean Water: Centralized Wastewater Treatment	\$ 125,000	\$ -
3	Trinity School District #4 - Water/Sewer Upgrades	\$ 85,000	5.3 Clean Water: Decentralized Wastewater	\$ 25,000	\$ 112,000
4	Cured in Place Pipe at Wolf Creek (MDT)	\$ 88,500	5.5 Clean Water: Other Sewer Infrastructure	\$ -	\$ 88,500
5	Elk Creek Colony - Drinking Water System - COMPLETED	\$ 60,000	5.10 Drinking Water: Treatment	\$ 120,000	\$ -
6	Eastgate Water Users' Association - Water System Improvements	\$ 750,000	5.13 Drinking Water: Source	\$ 767,000	\$ 250,000
7	LaCasa Grande Estates Water/Sewer District - Well	\$ 88,500	5.13 Drinking water: Source	\$ 88,500	\$ -
8	MAG Transfer to City of East Helena	\$ 494,913	MAG TRANSFER	\$ -	\$ -
9	MAG Transfer to City of Helena	\$ 494,913	MAG TRANSFER	\$ -	\$ -
Total Minimum Allocation, Fully Obligated		\$ 2,380,376		\$ 1,140,500	\$ 629,050

INFLATIONARY SET-ASIDE SUMAMRY, 3/15/2024

Department	ARPA Grant #	Project Name	Overrun Obligated	Underrun Returning	Set-Aside Balance	Date
Board of CC	NA	Establish Inflationary Set-Aside			\$ 250,000.00	Apr. 18, 2023
Public Works	DA-2220	Lincoln Fire Protection District - Water Filling Station	\$ 12,937.00		\$ 237,063.00	May 23, 2023
Sheriff's Office	DA-2218	Handgun Transition	\$ 1,998.10		\$ 235,064.90	June 9, 2023
Public Works	DA-2214	Glass and Security (CA Office-Justice Court)		\$ 545.00	\$ 235,609.90	Aug. 2, 2023
Admin.	DA-2101	Motor Vehicle Department Remodel		\$ 6,506.14	\$ 242,116.04	Aug. 2, 2023
Public Works	DA-2223	Two-Way Radios	\$ 39,050.00		\$ 203,066.04	Aug. 9, 2023
Public Health	DA-2215	FY23 COVID Response		\$ 36,595.44	\$ 239,661.48	Aug. 30, 2023
Com. Dev. & Planning	DA-2211	Growth Policy		\$ 146,050.00	\$ 385,711.48	Mar. 13, 2024
Public Works	DA-2223	Two-Way Radios		\$ 18,998.83	\$ 404,710.31	Mar. 13, 2024
Public Works	DA-2308	Marysville Surface Preservation		\$ 272,722.00	\$ 677,432.31	Mar. 13, 2024
		Unobligated ARPA funds remaining from FY24 budget		\$ 2,452.80	\$ 679,885.11	Mar. 15, 2024
Subtotals:			\$ 53,985.10	\$ 483,870.21		