



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Thursday, April 18, 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. **Presentation/Update from the US Forest Service. (Katherine Bushnell)**

The Commissioners will hear the presentation.

4. **Contract Between Lewis and Clark Public Health and Many Rivers Whole Health. (Drenda Niemann)**

The Commissioners will consider the contract with Many Rivers Whole Health for the coordination and facilitation of behavioral health systems improvement work. The contract begins upon approval by both parties through June 30, 2026 for \$10,000 per year.

5. **Grant Application to the Montana Department of Natural Resources and Conservation (Autumn Ashdale)**

The Commissioners will consider the grant application to the Montana Department of Natural Resources and Conservation for the Cooperative Fire Protection Capacity Grant in the amount of \$100,000. The grant period of performance is dependent on award date.

6. **Birdseye Ranch Open Lands Application. (Applicant: Prickly Pear Land Trust) (Phil Gonzalez)**

The Commissioners will consider accepting the recommendation of the Open Lands Citizen Advisory Committee and move forward with opening a 30-day open comment period.

7. **Resolution 2024-22 to Rescind Resolution 2003-173 Adopting the Montana Procurement Act. (Casey Hayes)**

The Commissioners will consider the resolution.

8. **Revisions to Lewis and Clark County Procurement Policy. (Casey Hayes)**

The Commissioners will consider the revisions to the County's Procurement Policy, No. 1.1.6.

9. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**
10. **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



Presentation/Update from the US Forest Service. (Katherine Bushnell)

Presented By:

Summary:

The Commissioners will hear the presentation.

Legal Review Required:



Contract Between Lewis and Clark Public Health and Many Rivers Whole Health. (Drenda Niemann)

Presented By:

Summary:

The Commissioners will consider the contract with Many Rivers Whole Health for the coordination and facilitation of behavioral health systems improvement work. The contract begins upon approval by both parties through June 30, 2026 for \$10,000 per year.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Contract from MRWH	Contract

LEWIS AND CLARK COUNTY BEHAVIORAL HEALTH SYSTEMS IMPROVEMENT Contract Agreement

An agreement made between MANY RIVERS WHOLE HEALTH herein "ENTITY", and Lewis and Clark County, herein referred to as "CONTRACTOR", whose address is Lewis & Clark County, 1930 Ninth Avenue, Helena MT 59620-2905; phone number is **406-457-8900**; Federal Employer Identification Number **81-6001383**.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: The ENTITY agrees to work with the contractor to complete and perform the following services:

- A. The CONTRACTOR shall employ and supervise a Behavioral Health Systems Improvement Coordinator whose responsibilities are as follows:
 - Coordinate, facilitate and lead local communication collaboration for behavioral health systems improvement;
 - Act as the county contact point for behavioral health;
 - Coordinate and support the creation of the Community Health Improvement Plan priorities related to behavioral health;
 - Assist with research and applying for grant funding to support the community health improvement plan priorities related to behavioral health;
 - Administer grants and manage contracts;
 - Advocate for the development of public policy to support the community health improvement plan priorities related to behavioral health;
 - Coordinate the design, implementation, and evaluation of strategies to improve the capacity and performance of the behavioral health system;
- B. The ENTITY shall be a representative on the Lewis and Clark Behavioral Health Systems Improvement Leadership Team, which works at a system level and throughout the continuum of care so that mental health crises are decreased, and wellbeing is increased. The CONTRACTOR shall fulfill the agreements made in the Behavioral health Systems Improvement Project Charter executed in 2024 to include new timelines and LAC workgroup updates.
- C. The Behavioral Health Systems Improvement Project Goals/Objectives are outlined in the Project Charter ATTACHMENT A:
- D. The Project Scope is as follows:
 - The Behavioral Health (BH) Systems Improvement Leadership Team along with the designated BH Systems Improvement Specialist aka as Crisis Coordinator, will assist in the development and implementation of plans for improving behavioral health and wellbeing, measurable outcomes including aligning LAC workgroups to accomplish defined objectives and evaluate outcomes.

- The BH Systems Improvement Specialist is entrusted with carrying out the Leadership Team's goals and objectives in collaboration with the LCC Local Advisory Council Workgroups and community designees.

2. CONTRACTOR: It is understood by the parties hereto that the CONTRACTOR is an independent CONTRACTOR and that neither its principals nor its employees, if any, are employees of the ENTITY for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the CONTRACTOR has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. ENTITY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. ENTITY shall not be responsible for security or protection of CONTRACTOR'S supplies or equipment.

3. WARRANTY: CONTRACTOR warrants that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will not be liable for any breach of this warranty for a period of one (1) year from the time services are completed.

4. LIAISON: The CONTRACTOR'S designated administrator with the ENTITY is **Sarah Sandau** or their successor whose contact information is ssandau@lccountymt.gov 406-457-8960. The CONTRACTOR's **designated liaison** with the ENTITY is **Jolene Jennings, Behavioral Health Systems Improvement Specialist/Crisis Coordinator** or their successor whose contact information is jjennings@lccountymt.gov 406-457-8957. The ENTITY's designated liaison with the CONTRACTOR is **Center for Mental Health dba, Many Rivers Whole Health**, or designee, **406-791-9603, PO Box 3089 Great Falls, MT 59403**.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR will begin work upon approval of this contract by both parties, and work is scheduled for completion on June 30, 2026.

6. COMPENSATION: At the initiation of and in good faith of these services to be provided in this contract, ENTITY will pay the CONTRACTOR a sum of **\$10,000** per year ("Payment"). CONTRACTOR agrees to refund the Payment if all the Objectives are not materially met by June 30, 2026 or if this Agreement is terminated by CONTRACTOR prior to the completion of the Objectives.

7. CONFLICT OF INTEREST: The CONTRACTOR 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 CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.

8. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of ENTITY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.

9. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are the property of the ENTITY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation for the specific

CONTRACTOR. No material produced in whole or in part under this contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the ENTITY.

10. INSURANCE: CONTRACTOR agrees to maintain public liability insurance in the amount of seven hundred and fifty thousand dollars (\$750,000.00) each occurrence (minimum), one million five hundred thousand dollars (\$1,500,000.00) aggregate. CONTRACTOR agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. CONTRACTOR must furnish proof of insurance to ENTITY prior to commencing work under this agreement. The ENTITY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.

11. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations. The CONTRACTOR or subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract.

12. NONDISCRIMINATION: The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.

13. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: The parties understand and agree that performance of this contract is in Lewis and Clark County of Montana and that in the event of litigation concerning it, venue is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.

14. TERMINATION: Either party, upon ten (30) days written notice to the other party, may terminate this agreement.

DATED this _____ day of _____, 2024.

CONTRACTOR:

Date: _____

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

ATTEST:

Amy Reeves, Clerk and Recorder

(Seal)

ENTITY:

Date: 3-15-2024

Sydney Blair

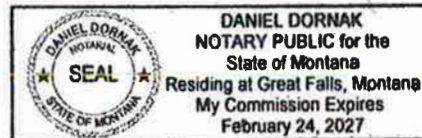
NAME, TITLE
CONTRACTOR

State of Montana
County of Cascade

This instrument was acknowledged before me on
03-15-2024 [date] by NAME as Sydney Blair
TITLE of CONTRACTOR: Chief Executive Officer

[Signature]

(Signature of Notarial Officer)



(Seal)



Behavioral Health Systems Improvement

Project Charter

Project Name: Lewis and Clark Behavioral Health Systems Improvement

Project Leadership Team: St. Peter's Health, PureView Health Center, Lewis and Clark Public Health, Lewis and Clark Sheriff's Office, Lewis and Clark County Commission, Shodair Children's Hospital, City of Helena Police Department, Many Rivers Whole Health, Lewis and Clark County Department of Criminal Justice Services.

Project Charter Revision Date: 6.13.2023

Initial Charter Date: 7.27.20 | Team Established: 4.13.20

Project Summary

- **Project Vision, Mission, and Goals**

Behavioral Health Systems Improvement Leadership Team in the Lewis and Clark works regionally at a system level and throughout the continuum of care so that behavioral health crises are decreased, and well-being is increased.

- **Project Goals/Objectives**

Improve the Lewis and Clark regional behavioral health system throughout the continuum of care so that behavioral crises are decreased, and well-being is increased through:

- Making data informed decisions and collecting, analyzing, and sharing data on current behavioral health crisis care.
- Advocating for improved methods of funding behavioral health prevention and crisis care.
- Planning, Implementing, and Improving the Crisis Now Model.

- **Governance Structure**

The Leadership Team is comprised of one representative from each organization with the authority to make decisions. Lewis and Clark Public Health, as the recipient of Project Sponsors' financial contributions, is the contact for the project facilitator.

- **Project Team Members**

One designated decision maker from each organization.

- **Decision-Making**

Consensus

- **Communications**

The leadership team will develop and implement a strategic communication plan to inform partners and the community of successes and challenges.


- **Coalition Coordinator/BH Specialist**

The Coordinator/BH Specialist is responsible for providing coordination support and project management to Leadership Team, ensuring progress toward meeting project goals and objectives. Lewis and Clark Public Health holds the contract with the Coalition Coordinator/BH Specialist and is the contact and recipient of the project sponsors' financial contributions.

- **Funding**

Each leadership team member will contribute funds at a recommended amount of \$10,000 annually to ensure full support and continuity of the Coalition Coordinator.

Partner Organization, Member and Authorized Signatures:

Organization	Member Name	Title	Authorized Signature	Date
Lewis and Clark County Commission	Andy Hunthausen	County Commissioner		June 13, 2023
Lewis and Clark Sheriff's Office	Leo Dutton	County Sheriff		June 13, 2023
Lewis and Clark Public Health	Drenda Niemann	Health Officer		June 13, 2023
St. Peter's Health	Kari Koehler	Chief Nursing Officer		June 13, 2023
PureView Health Center	Justin Murgel	CEO		June 13, 2023
Shodair Children's Hospital	Craig Aasved	CEO		June 13, 2023
City of Helena Police Department	Brett Petty	Chief		June 13, 2023
Lewis and Clark County Department of Criminal Justice Services	Kellie McBride	Director		June 13, 2023
Many Rivers Whole Health	Sydney Blair	CEO		June 13, 2023



Grant Application to the Montana Department of Natural Resources and Conservation (Autumn Ashdale)

Presented By:

Summary:

The Commissioners will consider the grant application to the Montana Department of Natural Resources and Conservation for the Cooperative Fire Protection Capacity Grant in the amount of \$100,000. The grant period of performance is dependent on award date.

Legal Review Required:

ATTACHMENTS:

Description	Type
❑ DNRC Cooperative Fire Protection Capacity Grant Memo	Attachment
❑ DNRC Cooperative Fire Protection Capacity Grant Rural Fire Council Letter of Intent	Attachment
❑ DNRC Cooperative Fire Protection Capacity Grant Application	Attachment
❑ DNRC Cooperative Fire Protection Capacity Grant Authorizing Statement	Attachment

Autumn Ashdale
Disaster and Emergency Services
Coordinator
(406) 447-8285 Desk
aashdale@lccountymt.gov



City/County Building
316 N. Park
Helena, Montana 59623

LEWIS AND CLARK COUNTY

Emergency Management

DATE: April 18th, 2024

TO: Board of County Commissioners

FROM: Autumn Ashdale, Disaster and Emergency Services Coordinator

RE: Grant Application to the Montana Department of Natural Resources and Conservation

For consideration of the board is the grant application for the Montana Department of Natural Resources and Conservation, Cooperative Fire Protection Capacity Grant. The grant is for the amount of \$100,000.00, with no required match. Lewis and Clark County Disaster and Emergency Services has been asked to submit the grant application on behalf of the Lewis and Clark Rural Fire Council. The Lewis and Clark Rural Fire Council intends to contribute an additional \$5,000.00 in soft match for the installation of the new repeaters and any required site work.

The grant would improve wildland fire response communications in our county by replacing rural fire repeaters at four sites and adding an additional repeater to cover areas not included in the existing system. Upgrading these repeaters would enable reliable, consistent performance, ensure crucial communication, planning and safety for our firefighters, and facilitate interoperability between local, state, and federal agencies.

Grant applications will be reviewed on a rolling basis and grant award documents with additional information will be developed once grant applications are selected. Lewis and Clark County Disaster and Emergency Services will submit all required reports and documentation to the Montana Department of Natural Resources and Conservation on behalf of the Lewis and Clark Rural Fire Council.



East Valley Fire District
PO Box 2087
East Helena MT 59635-2087

February 7, 2024

Kyle Sturgill-Simon
DES Coordinator
316 N Park Ave Rm 207-A
Helena, MT 59623

Subject: Letter of Intent

Dear Kyle Sturgill-Simon,

We are excited to inform you that the Lewis and Clark Rural Fire Council intends to apply for the DNRC Cooperative Fire Protection capacity grant. Our council is dedicated to improving communications throughout the county for wildland fire response, and this grant will help us achieve our goal.

The grant will enable us to bridge the communication gap with our state and federal wildland partners. As you may be aware, the repeaters owned by the council are not P-25 compliant. However, with the requested sum of approximately \$91,000, we plan to upgrade four radio sites and establish a new repeater to cover areas that are not currently included in the existing system. Our current repeaters have been in use for over 20 years, which means they are past their prime and may not operate efficiently. It's crucial that we upgrade them to ensure reliable and consistent performance, which is essential for our operations to run smoothly. It's important to note that our partners in fire, including Montana DNRC, Forrest Service, and BLM, use radios that cannot operate on a trunked radio system. By upgrading the repeaters, we will ensure communication, planning, and safety for firefighters across the county.

We respectfully request that your department review and submit the grant application and supporting documentation on our behalf. The grant application and supporting documentation must come from our county elected officials.

With your generous support, we can provide the much-needed upgrade to protect residents in case of emergency. We are confident that this project will have a significant impact on our community and the safety of our residents. We look forward to answering any questions that you may have regarding this project.

Thank you for considering our request.
Sincerely,

William F. Wegner
East Valley Fire Chief
On behalf of the Lewis and Clark Rural Fire Council



FORESTRY - COOPERATIVE FIRE PROTECTION CAPACITY GRANT (CFP 2024)

Ends on Mon, Mar 31, 2025 5:00 PM

Notice of Funding Available and Request for Proposals

Proposals Due By: The application is open and rolling until funding is awarded.

- **First review period closes for applications : April 1, 2024.**
- **Additional review periods: ongoing until March 31, 2025 or sooner if all funds are awarded.**

Purpose

DNRC's fundamental intent in areas of State/County Cooperative Fire Protection (County Coop) is to build and maintain the capacity of local governments so that local firefighters routinely succeed on the initial attack of wildland fires and avoid the need for large-scale involvement by the DNRC or our federal partners. The County Coop Fire Protection arrangement builds upon the fire suppression capacity of communities and local government and has been a highly effective fire protection model in Montana for the past 50+ years. This success can be attributed to the strong partnerships and cooperation that exist across the state.

To better support this fire protection arrangement in an ever-changing wildfire environment, DNRC has made funding available aimed at cooperatively increasing local fire leadership, preparedness, and fire response capabilities. Through this opportunity, DNRC seeks to fund and leverage staff capacity or projects in support of local fire response coordination needs while also supporting DNRC County Coop fire protection related functions.

Desired Outcomes

- Actions and investments that further the capacity of rural fire protection entities at the local level, while also supporting the fundamental intent of the DNRC County Coop program.
- Well-coordinated, safe, and effective local wildland fire response.
- Increased wildfire preparedness efforts and improved coordination between local, state, and federal fire response organizations.

Source of Funding

Funding sources for this grant are from appropriations in the State of Montana made available through the Montana Department of Natural Resources and Conservation, Forestry and Trust Lands Division. State General Fund (HB2) is expected as an on-going funding source. There has also been a one-time increase from the Fire Suppression Fund through HB 883 for this cycle of grant opportunity. Grant funds will be distributed on a reimbursement basis.

Eligible Applicants

Montana counties with a current Cooperative Fire Protection Agreement with the State of Montana as outlined in MCA 7-33-2202 (4b) are eligible to apply.

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Allowable Activities

This grant opportunity is intended to further the capacity of rural fire protection entities at the local level, while also supporting the fundamental intent of the DNRC State/County Cooperative Fire Protection program. The following are items are examples of potentially eligible projects. DNRC encourages innovative approaches to furthering local fire leadership, preparedness, and fire response capabilities.

Note: These funds are intended to supplement activities or fulfill unmet needs--they cannot be used to replace previously allocated funding.

Examples of eligible high priority activities include:

- Funding County Fire Warden, Deputy County Fire Warden, or Rural Fire Coordinator positions that are currently unfunded, part-time, ad hoc, or volunteer.
- Reimbursement/stipends for other unfunded or volunteer fire leadership positions such as County Rural Fire Chiefs, Fire Chiefs or Duty Chiefs/Duty Officers during periods of heightened fire activity.
- Reimbursement/stipends for County Rural Fire Department or Rural Fire District Personnel for fire response.
- Other projects that further the capacity and capabilities of local fire response entities.

Another example of eligible, are more of a one time funding that would be more focused towards the following activities include:

- IT Infrastructure that better supports well-coordinated, safe, and effective local wildland fire response (Dispatch, CAD, GIS, Mutual Aid Communications).
- Wildland fire leadership and incident command training.
- Other items that directly support high priority activities listed above with a reasonable justification.

If funding staff/personnel time or positions, Grantee will administer payment and/or payroll responsibilities for those individuals. The Grantee is also responsible for making sure that it and its employees are covered by Workers' Compensation Insurance and in compliance with the coverage provisions of the Workers' Compensation Act.

Restrictions

This grant funding is subject to the following restrictions:

- Grant funding must result in a net increase in fire response capacity. It cannot be used to repurpose or replace funding of positions that are already funded.
- Funds are not intended for fire suppression equipment or personal protective equipment. Other grant funding sources exist for these types of items.
- Projects not directly related to furthering local fire leadership, preparedness, and fire response capabilities are ineligible.

Grant Amount

Grants awarded will typically range from **\$10,000 to a maximum of \$100,000**. *DNRC may consider proposals exceeding the \$100,000 limit on an exceptional basis.* Award amounts may vary due to funding availability and the number and quality of applications received. Multi-year applications will be considered with a 3-year maximum.

Match Requirement

This grant does not require match. However, cash and/or in-kind contributions are encouraged to support the cooperative intent of this opportunity.

How To Apply

Scroll down and select "login" (if you already have a Submittable account) or "create a new account" to start filling out the application. Submit your application by **5 p.m. on April 1, 2024** for consideration in the first review period.

- You can use **this worksheet** (https://dnrc.mt.gov/_docs/forestry/GrantsDocs/SubmittableRepository/CFP_SubmittableWorksheet_2024_Final.docx) to start brainstorming your ideas. You can then copy and paste your answers into the Submittable application.

Letters of support for the funding request from participating fire departments, rural fire councils, and other organizations are not required but will strengthen an application.

After the initial round of proposals are reviewed, if funding remains, additional proposals will be reviewed up until the final submission deadline of March 31, 2025. The panel may choose to immediately award funding to a proposal, may reject a proposal for funding or may choose to place a proposal in a pending approval status. Pending approval proposals may or may not be subsequently awarded funds and may be passed-over for funding in favor of a later submission that the panel deems to have more merit. The opportunity will remain open and will be accepting applications on a rolling basis until March 31, 2025 or earlier if all funding is awarded.

Award and Disbursement

Applications received will be reviewed for funding by DNRC Fire Protection staff. Applications will be evaluated on how well they meet the goals of the grant program. If funding remains after first-round selections, or if additional funding becomes available, DNRC may consider funding additional applications at that time.

Upon selection of funding, DNRC will proceed with developing grant award documents with identified points of contact. **Applicants selected in the first review period must be capable of returning a signed grant agreement to DNRC by June 20, 2024.** Funded activities may start July 1, 2024.

Funds may only be used as described in the executed grant agreement unless otherwise agreed to in writing by the DNRC.

Disbursement of grant funds by DNRC will be upon approval of submitted documentation of reimbursable costs. Documentation may include itemized receipts, invoices, financial reports, and other documents that clearly show expenditures.

Reporting Requirements

Grantees will be required to report to DNRC on a quarterly basis to describe project accomplishments and how funds are being utilized. A final report will be required stating how the funds were used and the outcomes that were achieved.

Helpful Links

- **CFP Worksheet** (https://dnrc.mt.gov/_docs/forestry/GrantsDocs/SubmittableRepository/CFP_SubmittableWorksheet_2024_Final.docx) (you can copy and paste your answers from the worksheet to Submittable).
- **Authorizing Statement** (https://dnrc.mt.gov/_docs/forestry/GrantsDocs/SubmittableRepository/CFP_AuthorizingStatement_Fillable.pdf) (this will need to be signed by a County Commissioner).
- **How to add collaborators.** (<https://submittable.help/en/articles/3654810-inviting-collaborators-on-submissions-and-additional-forms>)

Questions?

David Hamilton

State/County Cooperative Fire Program Manager

DNRC Fire Protection Bureau

406-431-1948

dahamilton@mt.gov (<mailto:ccalnan@mt.gov>)

COUNTY OF LEWIS & CLARK



UEI: LV3VYFCZSK88

Address: 316 N PARK AVE, HELENA, MT 59601, USA

[Change organization](#)

[Learn how to manage organization details](#) <http://submittable.help/en/articles/8417693-organization-search>

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[Manage Collaborators](#)

Forestry - Cooperative Fire Protection Capacity Grant (CFP 2024)

1. Applicant Information

1.1 County *

Lewis and Clark County

22 / 300 characters

1.2 Principle Contact's Name *

First Name

Kyle

Last Name

Sturgill-Simon

1.3 Principle Contact's Title *

Emergency Manager

1.4 Principle Contact's Phone Number *



+1 406 447 8285

1.5 Principle Contact's Email *

ksturgill-simon@lccountymt.gov

1.6 Principle Contact's Address *

Country

United States



Address

316 N Park Ave

Address Line 2 (optional)

City

Helena

State, Province, or Region

MT

Zip or Postal Code

59601

1.7 Would you like to include an additional contact? *

- ☒ Yes
☐ No

1.8 Additional Contact's Name *

First Name

Autumn

Last Name

Ashdale

1.9 Additional Contact's Title *

Disaster and Emergency Services Coordinator

1.10 Additional Contact's Phone Number *



+1 406 447 8285

1.11 Additional Contact's Email *

aashdale@lccountymt.gov

1.6 Additional Contact's Address *

Country

United States



Address

316 N Park Ave

Address Line 2 (optional)

City

Helena

State, Province, or Region

MT

Zip or Postal Code

59601

2. Project Summary

2.1 Provide a brief project summary (1-2 sentence that best describes your project proposal). *

This project would improve wildland fire response communications in our county by replacing P25 non-compliant rural fire repeaters at four sites and adding an additional repeater to cover areas not included in the existing system. Upgrading these repeaters would enable reliable, consistent performance, ensure crucial communication, planning and safety for our firefighters, and facilitate interoperability between local, state, and federal agencies as fire partners including Montana DNRC, U.S. Forest Service, and BLM cannot operate radios over the current trunked radio system in our county.

84 / 100 words

3. Detailed Project Proposal and Activities to be Funded

3.1 What projects or specific capacity gaps would this grant funding help address? *

This grant is vital for upgrading the communication services in the southern portion of the county. With the grant, we can replace the existing four repeaters that are over 20 years old and not P-25 compliant, and install a new repeater for an uncovered site. The existing repeaters were put together with parts that are not up to current standards, often pairing two radios together, which is not an efficient way of communication. The new repeaters will be all one manufactured unit, designed with the latest standards. The cost of buying and building the new units will be covered by the grant, so we can ensure that the new repeaters are operating at the highest level of efficiency and safety.

120 / 500 words

3.2 Outcomes: How will this grant funding directly increase the fire response capacity within your county while also supporting the fundamental intent of the DNRC County Coop Fire Protection program? Describe how funding this project results in better-coordinated, safe, and effective local wildland fire response. *

This project would bolster the capacity for crucial communications during wildland fire response between all agencies involved, leading to a more efficient and coordinated response and ensuring safety for all personnel involved. These outcomes would limit the need for additional resources to be requested in a wildland fire response.

49 / 500 words

3.3 Describe current or planned county-led efforts or contributions underway aimed at increasing local wildfire response capacity. *

The Fire Council is demonstrating its commitment to the community by investing in the installation of new repeaters. Currently we are collaborating with the current owner of the French Bar tower and the landowner, they are developing a new site that will offer optimum coverage. To ensure the best possible location, testing sites with mobile repeaters are being utilized and tested by the Rural Fire Council. This will increase communication potential for wildfire response, maintaining interoperability between county agencies, state, and federal resources. With this initiative, the Fire Council is taking proactive measures to ensure the safety and security of our community.

102 / 500 words

4. Budget

4.1 Project Funding Summary *



	A	B
1	Project Funding Summary:	Request (\$)
2	Salary / Wages / Benefits	–
3	Hogback Rural Fire Repeater, Duplexer, Antenna, and Cabl	23500
4	Belmont Rural Fire Repeater, Duplexer, Antenna, and Cabli	18750
5	Spokane Hills Rural Fire Repeater, Duplexer, Antenna, and	19250
6	Mount Helena Rural Fire Repeater, Duplexer, Antenna, and	19250
7	French Bar Rural Fire Repeater, Duplexer, Antenna, and C	19250
8		
9	Operating Expenses	–
10		

4.2 Total Funds Requested *

\$ 100000

USD

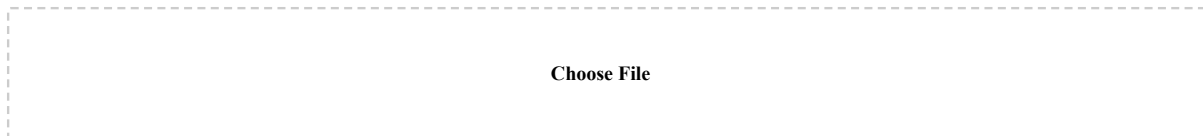
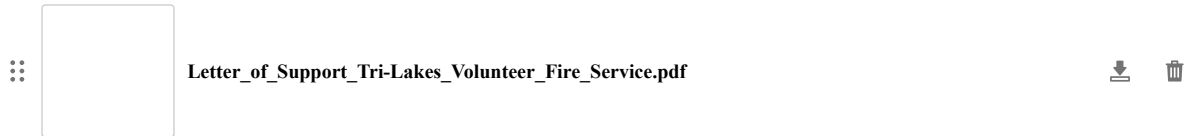
4.3 Anticipated Funding Provided by Grantee (No match required) *



	A	B
1	Description	Value (\$)
2	Installation of new repeaters and any required site work	5000
3		
4		
5		
6		
7		
8		
9	Total	5000

5. Optional Information

5.1 OPTIONAL - Upload letters of support from participating Fire Departments, Rural Fire Councils, or other organizations and/or other pertinent information.



Select up to 5 files to attach. You have attached 3. You may add 2 more files.

Acceptable file types: .csv, .doc, .docx, .pdf, .jpg, .jpeg, .png, .xls, .xlsx, .zip

6. Certification - by Applicant and a County Commissioner

6.1 By typing my name below: I certify that this application is approved and supported by the County I represent. I am authorized to execute this application. I further understand that any false, missing, or misleading information statements, or claims in any part of this application may result in immediate removal of the application from consideration. *

Download a copy of the [Authorizing Statement here \(https://dnrc.mt.gov/_docs/forestry/GrantsDocs/SubmittableRepository/CFP_AuthorizingStatement_Fillable.pdf\)](https://dnrc.mt.gov/_docs/forestry/GrantsDocs/SubmittableRepository/CFP_AuthorizingStatement_Fillable.pdf). This form will need to be signed by your county commissioner and uploaded below.

The Authorizing Statement can be signed electronically by using Adobe Acrobat or the form can be signed, scanned and uploaded below.

6.2 Upload a signed copy of the Authorizing Statement. *

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .pdf, .jpg, .jpeg, .png

Save Draft

Submit

Drafts may be visible to the administrators of this program.

 [Technical Help \(https://www.submittable.com/help/submitter?orgId=23553&__hstc=39408956.710452972e33b45cfd5dceabdcdf677.1712700833621.1713197287](https://www.submittable.com/help/submitter?orgId=23553&__hstc=39408956.710452972e33b45cfd5dceabdcdf677.1712700833621.1713197287)

Authorizing Statement



Cooperative Fire Protection Capacity Grant

I warrant and certify this Application is approved and supported by the County I represent, and that I am authorized to execute this Application. I further understand that any false, missing, or misleading information, statements or claims in any part of the application may result in removal of the Application from consideration.

County: _____

County Commissioner Approval

Name: _____

Signature: _____ Date: _____



Birdseye Ranch Open Lands Application. (Applicant: Prickly Pear Land Trust) (Phil Gonzalez)

Presented By:

Summary:

The Commissioners will consider accepting the recommendation of the Open Lands Citizen Advisory Committee and move forward with opening a 30-day open comment period.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Staff Report	Staff Report



Community Development and Planning
Lewis and Clark County

316 N. Park Ave. Room 230 Helena, MT 59623
Phone: 406-447-8374 Fax: 406-447-8398
e-mail: planning@lccountymt.gov



STAFF REPORT

Date: April 11, 2024
To: Board of County Commissioners
From: Phil Gonzalez, Planner II

RE: Birdseye Ranch - Open Lands Application

Applicant:
Prickly Pear Land Trust
P.O. BOX 892
Helena, MT 59602-8161

Owner:
RV Ranch Company
Jim O'Connell
6531 W US HWY 12, MT 59601

County Commission Meeting:

April 18, 2024 --- 9:00 a.m.

I. EXECUTIVE SUMMARY:

The Birdseye Ranch Open Lands application submitted by Prickly Pear Land Trust (PPLT) (See Attachment A) to acquire a 1,457 acres of ranch land from the RV Ranch CO. The property is adjacent to Fort Harrison to the south and approximately 2,000 acres of BLM land to the west. It is one of the last remaining large tracts of land in the Helena Valley. Nearly all the remaining private land adjacent or nearby has been subdivided and developed for residential use. (See Attachment B)

The property has been and is currently used for the seasonal grazing of cattle. A large contiguous block of grassland, tame pasture and hay land that is punctuated by four main drainages that cross the property west to east including Granite and Cherry Creek and two unnamed. On the property exist one large calving barn, several small cow sheds and one historical stone faced "keep" constructed into a hill. The "keep" structure functioned as a holding keep for locals that were buried on site, bodies could be held until the ground thawed. There are two two-track roads that exist through the property that originate from Birdseye Road and Barrett Road.

PPLT has entered a fee-title purchase agreement with the property owner RV Ranch CO. to purchase the property for the appraised value of \$2,900,000. PPLT will be utilizing three funding sources including the Department of Defense Army Compatible Use Buffer program

and the Montana Fish Wildlife Conservation Trust, PPLT is requesting \$1,000,000 from the Lewis and Clark County Open Space Bond: 33.8% of the total land cost.

A Level Two application (expedited review process) was submitted on March 6, 2024. The project was presented to the Citizens Advisory Committee on Open Lands (CAC) on April 2, 2024. This meeting was followed by a site visit to the property with the CAC and Prickly Pear Land Trust (PPLT) members and Board of County Commissioner Tom Rolfe on April 8, 2024. The CAC held a public meeting on April 9, 2024 to provide a recommendation to the Board of County Commissioners (BoCC). During this meeting, the CAC reviewed the application and found that it met the Project Evaluation criteria found in the Open Lands Program Guide (Amended May 3, 2018). Following this evaluation, the CAC voted (7-0) to recommend the BoCC approve the project.

II. REQUEST:

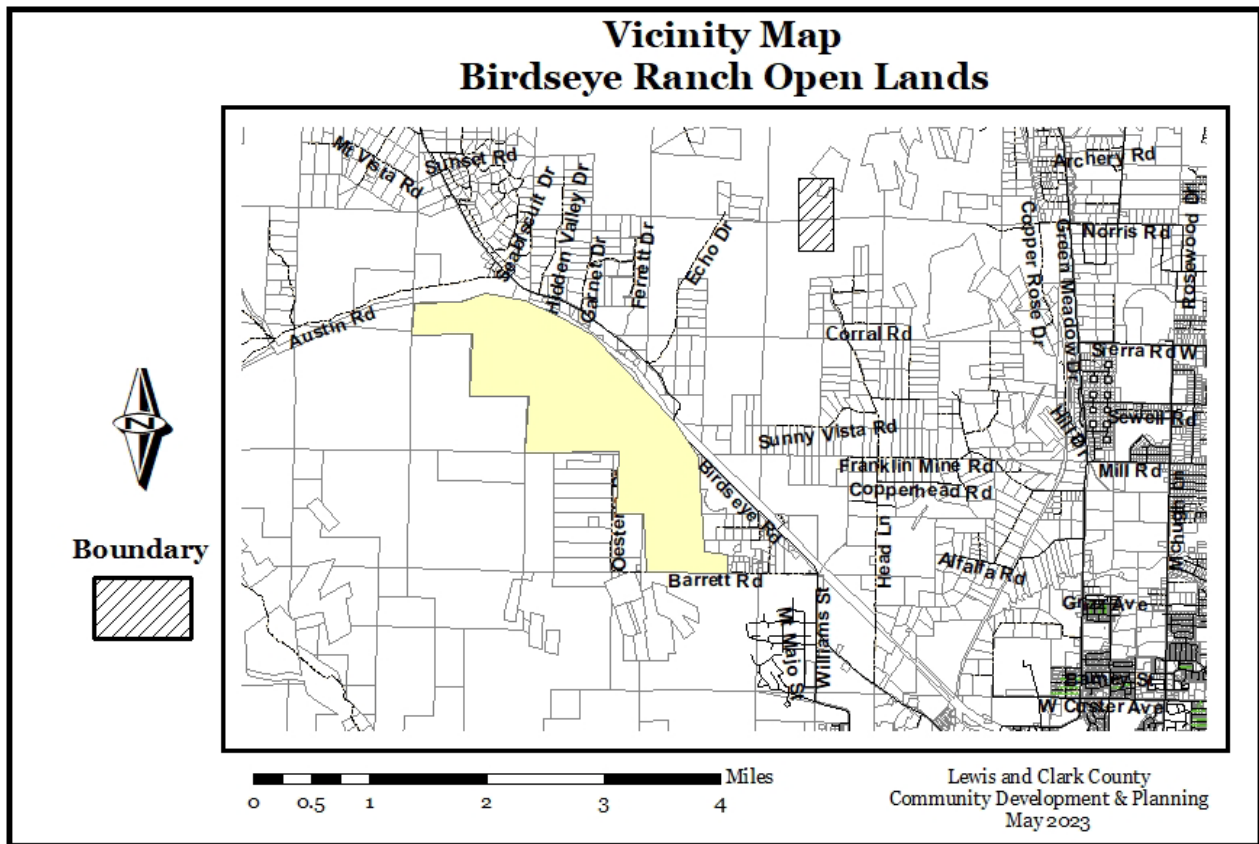
- PPLT is requesting **\$1,000,000.00** (33.8% of total land cost) from the bond to assist in the purchase of the property from RV Ranch CO.
- **Appraised Value of land is \$2,900,000.00.**
- **Estimated Total Project Cost is \$2,962,200.00.**

III. RECOMMENDED BOARD ACTION:

Accept the recommendation of the CAC for the proposed assistance in the purchase of the RV Ranch CO. property and move forward with the 30-Day Open Comment Period.

IV. LOCATION

The property is located west of Helena, MT, along the southern side of the Birdseye Road and North of Fort Harrison within Lewis and Clark County. The 1,457-acre ranch is owned by the RV Ranch CO and is addressed off Barrett Road.



V. EXISTING DEVELOPMENT AND USES:

The property is currently a working ranch used for cattle grazing. The property is minimally developed with one large calving barn along Barrett Road, several small cow sheds and one historical stone faced “keep” constructed into a hill side.

Existing Zoning Regulations.

The property is zoned within the Fort Harrison #7 Zone District and Fort Harrison Rural Growth Area.

Adjacent Land Uses.

North: Residential
 East: Residential/Ranch
 South: Fort Harrison
 West: Residential/Ranch/BLM

VI. Land, Water and Wildlife Bond Measure & Open Lands Program - PROJECT EVALUATION:

The Land, Water and Wildlife Bond Measure prioritizes projects that are consistent with its purpose, and which can be summarized as follows:

- a. Conserve working farms and ranches;
- b. Conserve working forests;
- c. Protect habitat for fish and wildlife;
- d. Provide opportunities for outdoor recreation;
- e. Protect water resources and water quality;
- f. Preserve open lands and natural areas; and
- g. Manage growth and development.

In addition to the basic goal statements listed above, County staff, CAC and BOCC will consider other factors to help them evaluate projects. This information may be observed during a site visit, provided in the application narrative, learned in the course of the presentation by the sponsor or known from prior conservation experience. Consistency with one or more of the bond issues conservation goals is one essential element of the County's project selection process, but is not the only deciding factor. To accomplish the purposes of the bond measure, the following factors will also be considered:

- a) Conserve large blocks of land: Input from all sources indicated that many of the resources valued by citizens of Lewis and Clark County depend on large-scale conserved areas and corridors to connect them. Accordingly, preference will be given to bigger tracts or parcels that can link protected areas. However, scale is an important consideration only if appropriate for the purpose of the project. Some types of projects will not require extensive acreage to achieve their conservation and public benefit objectives.

The application states the project, if approved, will conserve 1,457 acres from development in relatively well developed area close to the City of Helena.

- b) Expand and connect existing open land holdings: Similarly, opportunities to add to existing protected or publicly-owned lands to create large conserved areas will be prioritized. The project selection process elevates and supports opportunities to piece together expansive conserved landscapes, whether the property proposed for conservation is currently contiguous with other protected land or not.

The application states the project is adjacent and provide an access point to over 2,000 acres of public BLM land.

- c) Maximize the public benefit return on the County's fund: Projects that offer multiple benefits to increase the return on each dollar invested in conservation will be prioritized. Leveraging each dollar through matching funds, in the form of money from other sources or reduced purchase prices offered by landowners is important. The higher the level of match, the higher the level of priority for funding.

The application states that if the Birdseye Ranch Open Lands application is approved it will use other sources of funds to purchase the property, these notes funds from the Department of Defense Army Compatible Use Buffer Program and the Montana Wildlife Conservation Trust will leverage Lewis and Clark County dollars at a 1:2 ratio.

- d) Conserve working farms and ranches: Recognizing that farms and ranches are essential to the County's heritage, history, economy, culture, appearance, desirability and natural features, the Program supports landowners who want to conserve their agricultural properties. Accordingly, when working lands projects are evaluated, factors such as how long a property has been owned by members of one family, how the project could help make the current agricultural operation more sustainable, the current condition of the land (as a way of judging the stewardship practices of the operation) and whether the business provides products and jobs for local communities will be considered.

The RV Ranch is a historic family-owned ranch that operated at this location. Historically the property has been used for cattle grazing. If the application is approved PPLT will initiate an are-wide restoration of the grasslands and riparian areas, a future grazing and management plan will incorporate sustainable grazing practices and support the land's wildlife habitat conservation values and reduce wildland fire hazards.

- e) Conserve working forests: Working forests and the timber/wood products industries have also been an important part of Lewis and Clark County's heritage. Despite the current downturn in the wood products market, county leaders realize that forests contribute in a meaningful way to local culture, scenery, water quality and the health of the environment. Therefore, supporting landowners' efforts to retain and steward their forest lands is significant. As part of helping secure the heritage of the County, the Program's project selection process incorporates factors such as how long a property has been in family ownership, how the project could help address fire risks, the current stewardship practices and contributions to the local economy.

The application states there is a limited number of wooded areas, mostly along riparian areas as the landscape consists of mostly grasslands. The applicant states that the wooded areas along riparian areas will be protected from grazing in order to enhance wildlife habitat.

- f) Protect habitat for fish and wildlife: Hunting and fishing are beloved activities for many Lewis and Clark County residents and visitors. Others are equally enthusiastic about watching birds or other wildlife. For another subset of stakeholders, it is very valuable to maintain the full complement of Montana's creatures and their habitats. These interests will be supported through the County's conservation investments. Based on the input of experts, priority fish and wildlife projects will contain high-quality (i.e. generally undisturbed) habitat, a diversity of habitat types and sites that contribute to healthy populations of fish and wildlife.

The application states the property contains important habitat primarily for the greatly threatened local pronghorn heard. The westernmost hills support black bear, mountain lion, rough legged hawk, and a robust mule deer population.

- g) Provide opportunities for outdoor recreation: There is a broad spectrum of recreational interests in Lewis and Clark County and those recreational opportunities contribute to the economy. The CAC, the staff and BOCC feel that public access is a very important goal for any publicly funded project. Although it is not a requirement, all applicants are encouraged to consider the possibility of some form of public access, even if limited. Accordingly, projects that expand the public's ability to engage in outdoor activities of all types will be given additional consideration. Where access is provided, the County will work with the applicants to ensure that it is well-managed and maintained by an appropriate and capable partner.

The application states that the project will increase legal and physical access for the public to 1,457 acres of property and the adjoining BLM land.

- h) Protect water resources and water quality: Lewis and Clark County is a dry place with limited supplies of clean fresh water. Polling prior to the bond measure showed strong local interest in ensuring that those supplies are kept healthy. Bond funding provides the County with limited financial resources to compensate landowners for caring for this irreplaceable resource. To make the best possible use of the limited funds, lands that protect ground or surface water that feeds private or public water sources will be prioritized. Locations where development – and its corresponding changes to the land – would most impact drinking water will have preference.

The application states that wetlands are focused along Granite creek and the property's northern boundary along Sevenmile Creek. The areas along Granite Creek have potential for improvement and restoration in future years. There are several springs scattered across the property. Though local water typically comes from the Tenmile Creek watershed, this property affects local wells and may affect the backup/ temporary water supply to Helena.

- i) Protect and restore riparian corridors along waterways: During project selection, factors that support healthy waterways will be considered. These factors include native riparian vegetation, natural watercourses and dedicated buffers to keep pollutants out of the water. Experts have counseled that water quantity and quality are inextricably linked. Therefore, to the degree legally possible, keeping water in rivers and streams will have priority. Other desirable characteristics include protection of both banks of a waterway, longer stretches of frontage, current restoration efforts and other evidence of good or improving water quality.

The application states planned restoration work around riparian areas could allow Granite Creek to a perennial flow. The property's northern boundary is adjacent to Sevenmile Creek for 3 miles, restricted development on the property will act as a buffer against pollutants and maintain natural watercourse.

- j) Preserve open lands and natural areas: Area residents have repeatedly expressed their desire to retain the landscapes, expansive vistas, unique resources, local culture, open space and natural environment that make Lewis and Clark County a desirable place to live, work, recreate and visit. Accordingly, when considering projects, conservation of properties that contribute to the character of the County such as iconic landscapes, especially good examples of natural features, or helping communities achieve their established open space objectives will be prioritized. Where appropriate, and as defined by the Growth Policy, consideration will be given to how a project might contribute to creating a buffer or green space around a community's important conservation values.

The application states the project area is adjacent to approximately 3 miles of Birdseye Road, a well traveled area relatively close to the Helena Valley. If approved the project will help preserve an iconic landscape that is highly visible and adds to the character of the county, making Lewis and Clark County a desirable place to live.

- k) Manage growth and development: By implementing the other conservation purposes of the bond measure the Program will automatically accomplish this goal. Conserving lands that contain the natural, scenic, cultural and recreational resources targeted for funding will be a step toward directing growth and development to sites that are less sensitive or locally valued. During the project selection process, consideration will be given to the type and level of threat a property (such as imminent subdivision) and associated resource values is facing and the relative urgency of conserving it. The program will also consider the long-term viability of the conservation values.

The application states that the property is at high risk for development, given the encroachment by subdivisions from the north. A number of other area ranches have been sold and divided into residential housing areas, ceasing agricultural use and eliminating habitat. The property was listed for sale in 2020. Several offers for the property fell through, but at least one offer was to develop the property into a residential subdivision.

- l) Ensure permanent conservation outcomes: Conserving land in perpetuity is an implicit objective. Accordingly, the terms and conditions of the transaction will be carefully and completely scrutinized to ensure that this objective is met. A property may contain fine resources but if the project will not adequately conserve those resources it may not be deemed a priority for funding.

The application states that Prickly Pear Land Trust has a long and established history of successful lands conservation projects. PPLT plans to manage the property to ensure the

conservation of natural resources on site. If the property is ever transferred to a private entity, PPLT will first encumber the property with a conservation easement to include a single homesite stipulation as well as the minimum deed terms outlined in the Open Lands Bond Program guidance. PPLT must also abide by the Department of Defense's 2684a authority limiting development of the property either through a conservation servitude or conservation easement.

VII. CAC RECOMMENDATION:

The project was presented to the CAC on April 2, 2024. This meeting was followed by a site visit to the property with the CAC and PPLT members on April 8, 2024. The CAC then reconvened on April 9, 2024 to discuss the project in consideration of the application, staff report, site visit, and public comment. Individually, CAC members used the Project Evaluation criteria found in the Open Lands Program Guide to complete the Project Evaluation Matrix. (See Attachment D) After discussing the criteria and completing the individual Matrixes, a motion was made and approved (7-0) to recommend that the BoCC approve the application from the Prickly Pear Lands Trust to assist in the purchase of the RV Ranch. (See Attachment C)

VIII. STAFF ANALYSIS:

The application from Prickly Pear Land Trust, if approved, will conserve approximately 1,457 acres of contiguous block of a working cattle grazing ranch, protect a large holding of land adjacent to the highly developed Helena Valley. Additionally, the project will support Fort Harrison in providing a buffer of development allowing the Fort to continue in its mission.

Additionally, the project will ensure the continued protection of habitat for numerous species of native wildlife. Staff believes the application meets the Project Evaluation criteria found in the Open Lands Program Guide and the Land, Water, and Wildlife bond and can move forward with the 30-Day Open Comment Period.

IX. ATTACHMENTS:

- A. Birdseye Ranch Open Lands Application
- B. Map of Proposed Project Area
- C. CAC Draft Minutes April 9, 2024
- D. CAC Members Project Evaluation Matrix

Lewis and Clark County Open Lands Program Level Two Application

Birdseye Ranch - Prickly Pear Land Trust

Landowner and Agency Identification

Please state the name, address, and telephone number of the landowner and of the sponsoring land conservation organization.

Project Applicant: *RV Ranch Company, 6531 W US Highway 12, Helena, MT 59601, Jim O'Connell, Executive Director*

Sponsor Organization: *Prickly Pear Land Trust, PO Box 892, Helena, MT 59624, 442-0490.*

Please submit this application by digital media accompanied by one complete paper version.

Note: When submitted to the County, this application will become a public document and all information contained in it may be viewed by any member of the public that may request to do so.

These criteria summarize the objective, quantifiable, desirable characteristics sought by the Open Lands Program as established by the Land, Water and Wildlife bond measure passed by voters in 2008. These criteria will be used by County Staff and the Citizens Advisory Committee on Open Lands (CAC) as an objective means to guide the evaluation of specific projects to determine if they meet the voter-approved goals for conservation funding. The CAC recognizes that not all these features will be present on each property.

General description of the property:

- A. Size of the area - *The subject property is approximately 1,4557.05-acres off of Barrett Road and Birdseye Road, adjacent to Fort William Harrison in Lewis and Clark County.*
- B. Permitted home sites – *A maximum of a single home site will be allowed on the property, should the property or portion of the property be transferred to a private entity. Should such a case arise, Prickly Pear Land Trust will first encumber the property with a conservation easement to include this single home site stipulation as well as the minimum deed terms outlined in the Open Lands Bond Program guidance. If approved for funding, PPLT will sign a grant agreement including these terms and conditions. In addition to Lewis and Clark County standards, PPLT must also abide by the Department of Defense's 2684a authority limiting development of the property either through a conservation servitude (if interest is held in fee-title) or conservation easement.*

The property has historically served as a cattle ranch and hosts very few improvements. There is one old, large calving barn, several small cow sheds, and one historical underground room, aka a 'keep,' (with an ornate, above-ground entryway). The keep was possibly used by the residents of the once nearby and no longer existing town of

Tobin and the property may have hosted the town's cemetery, which reportedly was moved off site long ago. These improvements will likely continue to exist on the property in the near and possibly long-term future.

- C. Water/Mineral Rights – *The property hosts three agricultural wells and one surface water right (411-120893) off of Sevenmile Creek for 3.13 cfs that irrigates an approximately 80-acre hay field. A mineral rights has been completed on the property and 100% of the rights will be transferred to PPLT. A minerals assessment has also been performed on the subject property and no marketable mineral presence was noted, though active claims exist on neighboring BLM lands. These results will be submitted to the County Planner and Attorney prior to final approval for funding.*
- D. Hazardous materials – *A formal environmental survey has been performed on the subject property and found no evidence of hazardous materials or contamination. These documents will be forwarded to the County Planner and Attorney before final approval of funding.*
- E. Other Conservation Easements and Public Lands – *The proposed fee-title project is 1,457.05 acres in size and is adjacent to Fort Harrison, approximately 3,000 acres of BLM land. It is one of the last remaining large tracts of land in the Helena Valley. The width of Birdseye Road and the paralleling railroad separate the property from additional BLM land that comprises the Scratchgravel Hills and PPLT's Sevenmile Property. The PPLT-protected Sevenmile Creek Preserve (401 acres), Milburn Conservation Easement property (260 acres), and PPLT Birdseye Beaver Pond fee property (10 acres) are nearly adjacent, separated from the subject property only by the railroad and or Birdseye Road. Nearly all of the remaining private land adjacent to or near the property has been subdivided and developed for residential uses. (See attached map).*

It's noteworthy to point out that immediately west of the property is the above-mentioned BLM tract of land. The BLM land is separated from vast areas of the Helena National Forest and Mullan Pass along the Continental Divide by only a handful of larger undeveloped tracts of land. In fact, the Birdseye property lies only less than 7 miles east of the Divide.

- F. Commercial Activities – *The property has historically served as a cattle ranch. PPLT plans to continue to allow cattle grazing through lease agreements with nearby landowners.*

Funding: Describe the general budget of the project and any of the following that apply.

- ☐ What funding is requested from the County and how will they be applied?

The total project cost of Birdseye is estimated to be around \$3 million. The fee-title property alone is valued at \$2.9 million (\$1990/acre) per a September 5, 2023 appraisal by Tim Moore Appraisal Company. But, as outlined in the budget below, full costs include

staff time, land management activities, due diligence. While real estate transaction fees typically are often 6% or more, (~\$174,000 in this case) PPLT has limited these transaction costs to \$62,200.

For this project, \$1,000,000 is requested from the county, which is just 33.8% of the total project cost. County funding will only be applied to land cost. All additional due diligence, partner costs, and endowments for future conservation work on the property by the Land Trust are covered by the other funding partners.

- ☐ Will the County's funds be matched through donation of land value and/or other funding sources? If so, what amounts have been approved or requested, or are pending approval?

Yes, the Land Trust is seeking funding from both the Department of Defense Army Compatible Use Buffer Program and the Montana Fish Wildlife Conservation Trust. Prickly Pear Land Trust is providing all project management services as an in-kind donation. The County's funds will be leveraged heavily at a 2:1 ratio.

- ☐ If applicable, describe the total project costs, including transaction costs and stewardship fees.

The quotes/estimates for these costs are as follows:

Request - Birdseye			
Activity/Tasks	Total Cost	L&C County	Partner Request
Pre-Acquisition			
Appraisal	\$ 10,000	\$ -	\$ 10,000
Boundary Survey	\$ -	\$ -	\$ -
Phase 1-ESAs	\$ 6,000	\$ -	\$ 6,000
Baseline Documentation Report	\$ -	\$ -	\$ -
Title Search	\$ -	\$ -	\$ -
Attorney's Fees	\$ 10,000	\$ -	\$ 10,000
Mineral Search	\$ 3,000	\$ -	\$ 3,000
Mineral Remoteness Test	\$ 2,000	\$ -	\$ 2,000
Totals	\$ 31,000	\$ -	\$ 31,000
Acquisition			
Purchase Price	\$ 2,900,000	\$ 1,000,000	\$ 1,900,000

Legal Defense	\$ -		\$ -
Landowner Assistance Program	\$ -		\$ -
Monitoring	\$ 2,000	\$ -	\$ 2,000
Totals	\$ 2,902,000	\$ 1,000,000	\$ 1,902,000
Recordation			
Titles and Settling Fees	\$ 1,000	\$ -	\$ 1,000
Recording Fees (County)	\$ 200	\$ -	\$ 200
Title Insurance	\$ 3,000	\$ -	\$ 3,000
Taxes	\$ -	\$ -	\$ -
Totals	\$ 4,200	\$ -	\$ 4,200
Natural Resource Management			
Land Management Actions*	\$ -	\$ -	\$ -
Natural Resource Management Plans	\$ -	\$ -	\$ -
Land Management Endowment	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -
Personnel and Other Costs			
Labor - Project Management	\$ 25,000	\$ -	\$ 25,000
Labor - Coordination with Installation ACUB POC	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Mapping/GIS	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -
Totals	\$ 25,000	\$ -	\$ 25,000
Totals	\$ 2,962,200	\$ 1,000,000	\$ 1,962,200
% of Project Totals	100.0%	33.8%	66.2%

Conserve Working Farms and Ranches: Describe the value of the property in terms of continuing or restoring the historic land use, and identify any of the following characteristics that apply.

- ☐ Does the property contain "prime, unique, statewide or locally important" agricultural soils, as defined by NRCS? *Yes, Approximately 50% of property is considered by the USDA, 'Farmland of Local Importance.'*

- ☐ Is the property contiguous with other working lands? *No.*
- ☐ Is this property currently a working farm or ranch? *Yes, the property is currently used for seasonal grazing of cattle. The Land Trust plans to continue this practice.*
- ☐ Is there an existing farm or ranch management plan in place? *The Land Trust has initiated an area-wide restoration and recreation program near Fort Harrison. As a part of this planning, funded primarily through the Department of Defense, the Birdseye property may undergo restoration of the property's grasslands and riparian areas. The future grazing and management plan will incorporate sustainable grazing practices and support the land's wildlife habitat conservation values and reduce wildland fire hazards.*

Conserve Working Forests: Describe the value of the property in terms of protecting or improving forest uses, and identify any of the following characteristics that apply.

- ☐ Is the property located within the urban/wildland interface? *Yes, according to Community Planning Assistance for Wildfire Program (Lewis and Clark County, 2017) and Tri-County Regional Community Wildfire Protection Plan (2020)*
- ☐ Is the location deemed to be an area of high risk for wildfire? *Yes, the property and its surroundings is in the high category for wildfire risk according to the Community Planning Assistance for Wildfire Program (Lewis and Clark County, 2017)*
- ☐ Is there a current forest management plan? *No, with the exception of the property's extreme northwest corner, the majority of the property is grassland. Part of the restoration effort will include an aspen regeneration project along Granite Creek.*
- ☐ Is the property, or a portion of it, classified as forest land/commercial timber for tax purposes? *No*
- ☐ Is the forest being actively managed for current or future timber harvest? *No*

Protect Habitat for Fish and Wildlife: Describe the value of the property as fish and wildlife habitat, and include any of the following that apply.

- ☐ Does the property contain significant wildlife habitat? *Yes. The size of the property and the fact that it is contiguous with other parcels of public land makes it that much more robust for wildlife use. This property contains important habitat primarily for the greatly threatened, local pronghorn herd. The westernmost hills support black bear, mountain lion, rough legged hawk, and a robust mule deer population and the portion of Sevenmile Creek that borders the property hosts a vibrant beaver population that also make use of the Milburn Easement and Beaver Pond property (earlier L&C County Projects).*

- ☐ Is there a diversity of habitat for wildlife or fish on the property? *The property is primarily grassland, but the Granite Creek, Sevenmile riparian zone and ponderosa-dotted hillsides break up this landscape for a greater species diversity.*
- ☐ Has the property been identified as an area critical to the lifecycle of some wildlife species? (Summer or winter range, migration corridors, spawning habitat, etc.) *A portion of the property lies along Sevenmile Creek, a Lake Helena tributary that Fish Wildlife and Parks, Prickly Pear Land Trust, and the local chapter of Trout Unlimited have restored for to improve native trout populations and connectivity. The property does bolster prime habitat for a wildlife-rich area and can provide a critical, future link for wildlife between the Continental Divide and the Helena Valley.*
- ☐ Is there habitat for Threatened and Endangered, or Sensitive species of wildlife or fish? *A variety of community types and habitats on the property are key to supporting both a variety and abundance of native species, some of which are rare. Elk, mule deer, whitetail, coyote, black bear, mountain lion, badger, pronghorn, Richardson's ground squirrel, Clark's nutcracker, rough legged hawk, and bald eagle are regularly observed on the property. The property is suited for and potentially inhabited by fringed myotis, hoary bats, mountain cottontail, red fox, great gray owl, black backed woodpecker, short eared owl, sage thrasher, prairie rattlesnake, Canada geese, common poorwill, eastern meadowlark, western milksnake, Columbia spotted frog, and a variety of songbirds, raptors, and small mammals.*
- ☐ Are there streams or rivers with high habitat ratings from MFWP? *Yes. The property's northern boundary is adjacent to Sevenmile Creek for 3 miles. Sevenmile Creek is identified as Tier 1 aquatic focal area by Montana Fish, Wildlife & Parks State Wildlife Action Plan (2015) for habitat for westslope cutthroat trout.*
- ☐ Is there intact native riparian habitat? *Yes, According to the Montana Natural Heritage Program, approximately 2% of the property is considered Riparian or Wetland. The majority of this habitat is along Granite Creek, the largest drainage that crosses the property from west to east on its path towards Sevenmile Creek.*

Provide Opportunities for Outdoor Recreation: Describe the value of the property for outdoor recreation, and identify any of the following that apply.

- ☐ Will the proposed project maintain or increase legal and physical access for the public to existing public land or waters? *This project will increase legal and physical access for the public to 1,4557 acres of private land and provide access to adjoining BLM land.*
- ☐ Does the proposed project include legal access for the public on the private land proposed for conservation?
Yes
- ☐ Will the project secure access for the public to an existing, long-standing recreation or access site? *Yes, across the property to BLM land*

- ☐ Does the site and type of access offer the possibility of recreation for people with physical limitations? *Yes. Because of the property's gentle terrain, the opportunity to develop recreational amenities that are suitable for people with physical limitations is strong.*
- ☐ Will the project create or maintain a trailhead or trail for use by the public? *Yes, at least one trailhead/parking area is proposed for this project.*
- ☐ Does the project support an existing, adopted outdoor recreation plan or initiative? *Yes, the project supports the goals and initiatives of the Lewis and Clark County Parks and Recreation Plan (2017).*

Protect Water Resources and Water Quality: Describe the value of the property in terms of Water Resources and Water Quality, and identify any of the following that may apply.

- ☐ Does the property contain high-quality wetlands? *Wetlands are focused along Granite Creek and the property's northern boundary along Sevenmile Creek. The areas along Granite Creek have great potential for improvement and restoration in future years after acquisition by PPLT.*
- ☐ Are there lakes, ponds, or springs located on the property? *Yes, there are several springs scattered across the property.*
- ☐ Does the property contain riparian areas with intact vegetation? *Yes. According to the Montana Natural Heritage Program, approximately 3% of the property is considered Riparian or Wetland.*
- ☐ Are there rivers/streams with perennial flows? *Yes, Sevenmile has perennial flow and Granite Creek may, after some restoration efforts, though not yet.*
- ☐ Does the property contain land in the 100 year floodplain? *Yes, a short portion along Sevenmile*
- ☐ Are there water rights appurtenant to the property? *The property hosts three stock water wells and one surface water right (41I-120893) off of Sevenmile Creek for 3.13 cfs that irrigates an approximately 80-acre hay field.*
- ☐ Is the property within a watershed that is the source of a public water supply system? *Yes. Though local water typically comes from the Tenmile Creek watershed above town, this property affects local wells and may affect the backup/temporary water supply to Helena.*
- ☐ Is the property in an area that has been identified by a local, state or federal government agency as particularly sensitive in terms of its geology, soils or risk to an aquifer? *No.*
- ☐ Has DEQ classified the waterway on the property as A-1 or better (per ARM 17.30.606-614)? *No, Seven Mile and Grinte Creek are classified as B-1*

Preserve Open Lands, Natural Areas and Historic Value: Describe the value of the property in terms of Open Lands, Natural Areas and Historic Value, and identify any of the following that may apply.

- ☐ Does the property contain scenic features that are strongly associated with the county's identity and sense of place?
Yes, the property is one of the last large ranch properties in the Helena Valley. The property is adjacent to the busy Birdseye Road, a popular route for commuters, hunters and skiers, which sees 1,574 vehicles a day on average (over a half million per year), per 2022 Montana Department of Transportation data. These motorists enjoy the bucolic grasslands and open Montana views of this property.
- ☐ Will the project conserve unique geologic or geographic features? *No.*
- ☐ Does the proposed project help implement an adopted community plan or neighborhood vision? *Yes, the project will help implement the Fort Harrison Rural Zoning District's goals adopted by the County recently. With a maximum of one residence permitted, nearly 1500 acres will automatically abide by the growth policy.*
- ☐ Does the property adjoin a city, town or unincorporated community?
Yes, the property is approximately 2 miles outside of the Helena city limits.
- ☐ Are there threatened or endangered species, or species of concern on the property?
Possibly, the property is habitat to the following species of concern: Pinyon Jay, Bald Eagle, Northern Hoary Bat, Little Brown Myotis, Missoula Phlox, Klaus' Bladderpod. The property is one of the last refuges of the once abundant Helena Valley herd of Pronghorn Antelope
- ☐ Is there a particularly good example of a native habitat (e.g., native grasslands, healthy stands of aspen or limber pine, riparian plant associations)?
Yes. The diverse topography and physiognomic types across the property provide important habitat for numerous wildlife species. Elk, black bear, and turkey are all frequent visitors as well. While most of the property is grassland varying from native to tame pasture, dispersed pockets of ponderosa, douglas fir and limber pine are mixed among the hillier portions of the property. The property lies adjacent to Sevenmile Creek buffering the riparian areas along this important waterway's course. The riparian vegetation community along the creek is relatively intact and hosts a variety and abundance of native riparian species.
- ☐ Are there historic, archeological or prehistoric sites located on the property including historic or prehistoric corridors and trails?
There is one historical underground room, aka a 'keep,' (with an ornate, above-ground entryway) used to store the remains of the deceased over winter until spring. The keep was possibly used by the residents of the once nearby and no longer existing town of Tobin and the property may have hosted the town's cemetery, which reportedly was moved off site long ago. County historians have been alerted to the presence of the keep. PPLT hopes they will be invited along the County visit to inspect the site.

Are there any other outstanding or unique features of the property you would like to describe? *This property is at a high risk of development, given the encroachment by subdivisions to the north. A number of other area ranches have been sold and divided into residential housing areas, ceasing agricultural use and eliminating habitat. The property was listed in 2020. Several offers for the property fell through, but at least one offer was to develop the property into a residential subdivision.*

Required Supporting Documentation: Please refer to the ‘Required Attachments for Level Two Application for Projects Funded by the Open Lands Program, Lewis and Clark County, Montana’ document.

I/we have prepared this application to the best of our ability and knowledge and request that Lewis and Clark County evaluate this request for funding based on the information contained herein. I/we understand the project selection process described in the Lewis and Clark Open Lands Program Guide. I/we understand that a recommendation that this project move to the Due Diligence Phase is not a guarantee of funding. If any information or circumstance changes substantially the project may be subject to reconsideration or reapplication, as described in the Program Guide.

I am authorized to sign this application as the applicant/landowner or a representative of the Sponsor.



March 6, 2024

Mary Hollow, Executive Director Prickly Pear Land Trust

Date

Sponsor representative signature

A. This appendix lists the required items to be submitted as part of the application process. However, depending on project specifics, not all these items may be required. If a sponsor has questions or would like clarification of what items are necessary, please contact staff of the Open Lands Program at the Lewis and Clark County Community Development and Planning Department.

1. Title Commitment and copies of Schedule A and B lists of documents

Provide the County with a copy of an American Land Title Association (ALTA) form commitment for title insurance and with copies of all documents referenced in the Schedule A list of requirements and Schedule B list of exceptions to title.

- The commitment must propose to insure the interest of the Grantee (holder of the easement), which in most cases will be the Project Sponsor, and Backup grantee (Lewis and Clark County), except where a federal or state agency's regulations prevent the County from being named Backup Grantee, in the event that Backup Grantee becomes the primary holder.
- The commitment must propose to insure an amount not less than the total project cost, including the full amount from all funding sources.

Required Document for this project? Yes X or No
 Submitted with Level Two Application? Yes X or No

2. Boundary descriptions of the property proposed for conservation and any proposed building envelopes

The County needs to ensure it has adequately specific information detailing exactly what property the bond funds are supporting for conservation. For that reason, a legally adequate boundary description of the property proposed for conservation, and any areas within the conserved property boundaries designated as building envelopes, is required by the County. The County understands that conducting a survey of an entire property or a survey of building envelopes provides a high level of accuracy for a property description; however, in many cases this methodology may be prohibitively expensive. Therefore, the County provides the following alternatives for boundary descriptions of properties proposed for conservation and for any building envelopes:

a. Boundary description of the property

If the boundaries of the property proposed for conservation are already surveyed and recorded with Lewis and Clark County, the previously recorded survey may be sufficient to meet this requirement. Similarly, if the boundaries of the property proposed for conservation are already defined by a legal description (metes and bounds, aliquot part, et al) recorded

with Lewis and Clark County, the previously recorded legal description may be sufficient to meet this requirement. Since title insurance for the property proposed for conservation is also required, the legal description within the title commitment may also be sufficient to meet this requirement, depending on the Schedule B exceptions to coverage.

Please include with the legal description any information related to the adjacent properties, such as ownership, misplaced fencing, boundary discrepancies, or other known or potential problems.

Required Document for this project? Yes ☐ or No ☒

Submitted with Level Two Application? Yes ☐ or No ☒

b. Boundary description of any building envelopes

If any building envelopes are proposed, the locations of those envelopes must be clearly described in the easement and supporting materials and must be identifiable in the field (unless the conservation easement allows for floating building envelopes that will be located at a future date). Such description may be provided by a survey, an aliquot part description, or a metes and bounds description, or a combination of those three. Alternatively, the locations of the building envelopes may be designated on other maps or aerial photographs that clearly identify the building envelope and allow it to be identifiable in the field. The acceptable methodology will be dependent upon the size and location of the building envelopes, the size, location and surroundings of the entire property, the proposed use of the building envelope, and the accuracy of the proposed method for identifying the envelope in the field.

Note that these descriptions of property are for purposes of implementing the Open Lands Program and do not create a "division of land" as defined in Section 76-3-103, MCA.

If no legally adequate boundary description is provided and boundary discrepancies are a concern, the County may ask for a survey of the property or part of the property proposed for conservation.

Required Document for this project? Yes ☐ or No ☒

Submitted with Level Two Application? Yes ☐ or No ☒

3. Environmental Report

All Applicants proposing a conservation easement must submit an Environmental Report (ER or Report). This Report should contain information about the property, its known prior uses and potential contamination.

To complete the ER, the Applicant or Sponsor must:

- ‡ Interview the current landowner and any available and known prior owners to determine known prior uses of the property;
- ‡ Perform an investigation of the property. This investigation should be performed by someone with experience in looking for obvious signs of environmental contaminants (please include a CV or resume with ER); and
- ‡ Check the Title for environmental cleanup liens against the property.

County staff will solicit comments from and review records of appropriate federal, state, county, and municipal health/environmental officials and local, state and federal courts about known contamination at the site.

Required Document for this project? Yes X or No ____
 Submitted with Level Two Application? Yes X or No ____

If the Environmental Report indicates the potential of contamination and recommends further investigation, the Applicant shall conduct additional review to determine the nature and extent of any contamination, and whether remediation is needed to protect the property's conservation values.

If remediation is recommended, the Applicant shall develop and provide the County the following information for the purpose of ensuring that environmental contamination will not interfere with the conservation purposes of the Project.

- ‡ A remediation plan that has been certified by a qualified environmental engineer or environmental agency to reasonably protect the public health and environment,
- ‡ The estimated cost of funding the plan and a schedule for implementation of the plan, and
- ‡ A description of how implementation will be funded.

Required Document for this project? Yes __ or No X
 Submitted with Level Two Application? Yes ____ or No X

All Applicants proposing a fee title acquisition for conservation with County Open Lands bond funds will be asked to provide a Phase I environmental site assessment in accordance with ASTM E 1527 -05.

Required Document for this project? Yes X or No ____
 Submitted with Level Two Application? Yes X or No __

4. Appraisal Information

Applicants must provide a qualified appraisal to the County. The appraisal must meet the Uniform Standards of Professional Appraisal Practice (USPAP).

In order to comply with MCA § 7-8-2202, the County Attorney, County Commissioners and Landowner all must participate in the selection of the appraiser. For this reason and to expedite the appraisal process, the County Attorney and County Commissioners have prepared a “Preselected list of qualified appraisers” from which the Sponsor/Applicant can select their appraiser. The appraisers on this list will all be experienced, independent, and certified as general real estate appraisers.

Note that if the land contains structures or improvements, the appraisal should separately present the value of the land from the value of the structures/improvements. Generally, the County will not help purchase structures or other improvements on the land.

Applications under the Standard Review Process will typically provide an appraiser’s statement of value when submitting a project for preliminary approval. The complete qualified appraisal is to be provided with the remaining due diligence materials submitted in accordance with Section F, paragraph 6, of the Program Guide. Applications under the Expedited Review Process will provide a complete qualified appraisal as part of the Level Two project submission, in accordance with Section G, paragraph 1, of the Program Guide.

Note, however, that for either the standard or expedited review, the County may decide to accept the appraiser’s statement of the appraised value of the property without a completed appraisal report if, for good cause, the completed report cannot be ready in time for closing. In such circumstance the completed appraisal report must be submitted at a later date, as specified by the County.

Required Document for this project? Yes X or No

Submitted with Level Two Application? Yes X or No

5. Signed Purchase and Sale Agreement

This will be an agreement between the Applicant/landowner, the Sponsor (if the easement holder), and the County. County will provide a template agreement. Once agreement is acceptable to all parties, the County will provide the Project’s contact person four copies of the agreement. Once the applicant and sponsor sign and return all four copies of the agreement, the authorized county staff will sign all four copies, file one in the County Commissioners Office, return one to the Project’s contact person and one to the Applicant/landowner, and keep one for the County’s Open Lands Program file.

The representative of the Sponsor organization, and the representative of the landowner/applicant, if landowner/applicant is an organization, must provide a resolution from their board or certificate of authority to sign and accept the Agreement.

Required Document for this project? Yes X or No

Submitted with Level Two Application? Yes X or No

6. Mineral Remoteness Letter

If the mineral rights are severed from the surface estate, the County will ask the Sponsor to provide a mineral remoteness letter.

Required Document for this project? Yes ☐ or No ☒
Submitted with Level Two Application? Yes ☒ or No ☐

7. Water Rights Information

Attach a General Abstract from the State of Montana's Department of Natural Resources and Conservation (DNRC). The applicant or sponsor may order a General Abstract by calling DNRC or visiting: www.dnrc.mt.gov/wrd/water_rts/records_unit/default.asp. Click on the NRIS Water Right Query System under "Research for Water Rights," plug in the landowner's name, and order the General Abstract. The DNRC will compile a list of all domestic wells, stock water, irrigation water, surface or subsurface water in a particular area, if given a legal description.

Required Document for this project? Yes ☒ or No ☐
Submitted with Level Two Application? Yes ☒ or No ☐

8. Supplementary Maps

- † **Site Location Map:** On a Lewis and Clark County base map, clearly identify the location of the proposed acquisition. In the digital version of the application, provide a jpeg or pdf of the same map and location information. For a County base map, click here: <http://www.co.lewis-clark.mt.us/departments/information-technology/gis-maps/www.helenamontanamaps.org.html> scroll down, read and accept the Terms of Use. On the next page, click on "Launch Lewis and Clark Viewer. Use the layers on the right hand side of the page or the tools at the top of the page for zooming and finding your property.
- † **Project Boundary Map:** On a map of sufficiently large scale to see the property; identify the boundaries of the proposed project. Provide a digital version of this map. If reserved building sites are contemplated in your proposal, please identify their proposed locations and approximate size. Similarly, if your proposal contemplates excluding or subdividing land please indicate. For mapping assistance, use the County base map described in (a) above.
- † **Aerial Photo Map:** Include the property boundaries over the most recent aerial photo available.

Required Document for this project? Yes ☒ or No ☐
Submitted with Level Two Application? Yes ☒ or No ☐

9. Color Photos

Provide at least six (6) digital color photos (in .jpeg format) of the property proposed for conservation. The photos should show important terrain, waterfront, man-made features, access roads, wetlands, unique characteristics, or other elements that make the property a good candidate for funding.

Required Document for this project? Yes X or No

Submitted with Level Two Application? Yes X or No

10. Baseline Documentation Report

This report should contain all the information necessary to enforce the terms of the conservation easement.

Required Document for this project? Yes or No X

Submitted with Level Two Application? Yes or No X

11. Draft deed of type stipulated in application**a. Draft of Conservation Easement**

If a conservation easement is the legal tool proposed for the Project, the Sponsor/easement holder must submit to the County a proposed draft of conservation easement for the County's legal review and to work out mutually satisfactory terms. This will be a grant from landowner (grantor) to land trust or public agency (grantee) with the County indicated as the backup grantee. The draft conservation easement submitted to the County should incorporate the Conservation Easement Provisions prepared by County legal staff.

Required Document for this project? Yes or No X

Submitted with Level Two Application? Yes or No X

b. Draft deed of other property interests conveyed.

If a conservation easement is **not** the legal tool proposed for the Project, the Sponsor must submit to the County a proposed draft of the deed conveying the agreed to property interests for the County's legal review and to work out mutually satisfactory terms.

Required Document for this project? Yes X or No

Submitted with Level Two Application? Yes or No X

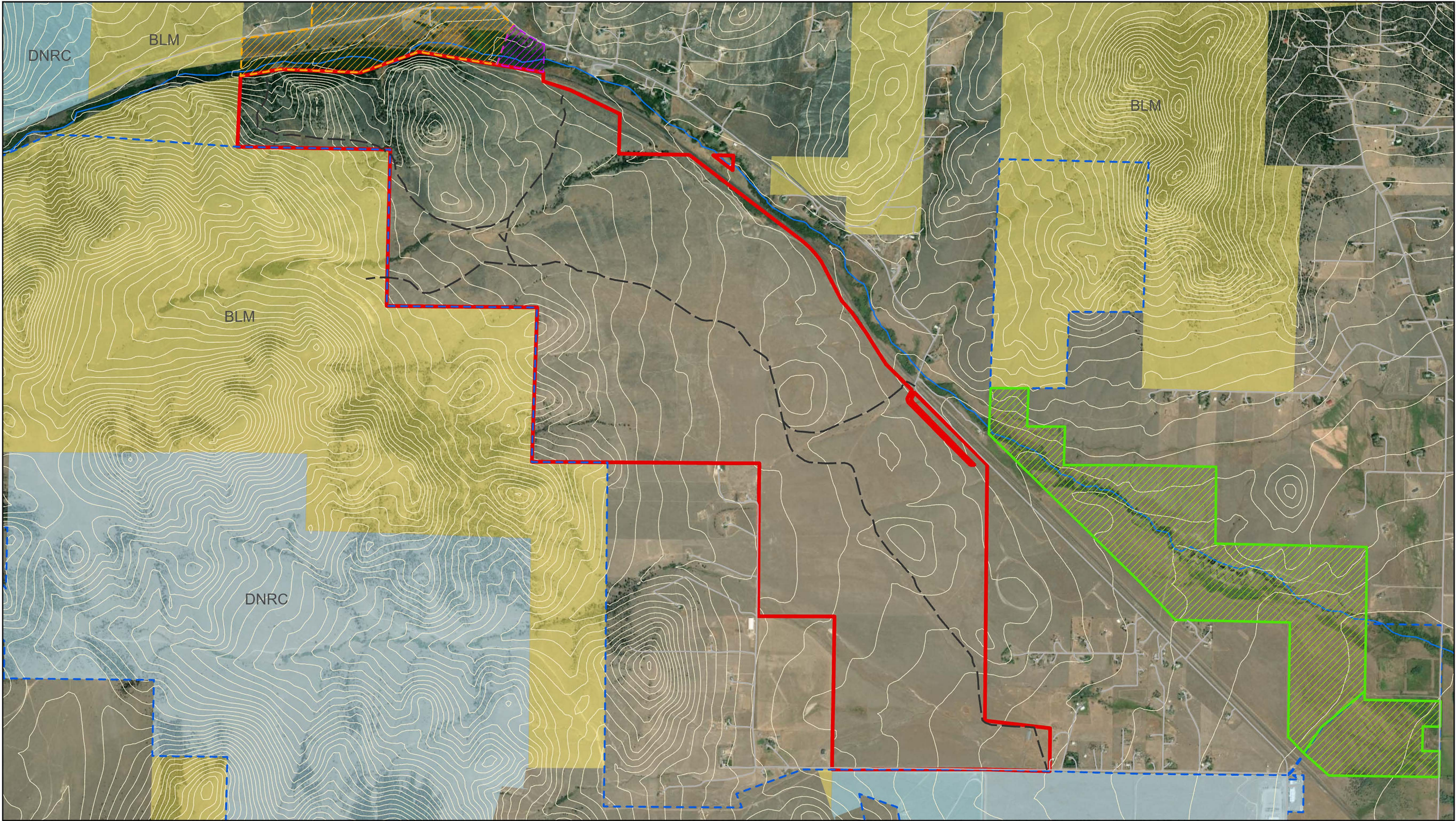
*This will be provided with the proposed grant agreement.

12. Notification of the Closing date.

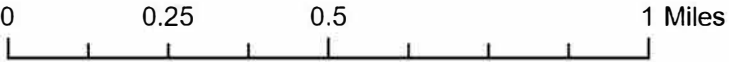
Notify the County as soon as you are aware of your project's anticipated closing date. Please coordinate with the appropriate County staff member before selecting a closing date if you are planning to use county funding at the closing.

Required Document for this project? Yes X or No ____

Submitted with Level Two Application? Yes X or No _



- Birdseye (RV) Ranch
- Fort Harrison Administered Lands
- Birdseye Ranch Roads
- Sevenmile Creek (PPLT Fee-title)
- Milburn (PPLT CE)
- Beaver Pond (PPLT Fee-title)



Minutes

Open Lands Citizen Advisory Committee
Lewis and Clark County

Meeting

April 9, 2024, 5:30 p.m.

**CAC Members Present:**

Sarah Christopherson,
CAC Chairman
Zachary Wirth, CAC
Joe Cohenour,
Jeff Claassen, CAC
Jane Collmeyer, CAC
Jeremy Fadness, CAC
Susan Giese, CAC

County Staff Present:

Phil Gonzalez, Planner II

Greg McNally, Director, Community Development &
Planning

Project Representatives:

Chairman brought the meeting to order at 5:30 p.m.

A. Call to Order**B. Roll Call**

A quorum was established.

C. Approval of Minutes

No minutes to approve.

Action Items

Birdseye Ranch Open Lands application

Presentation on a Open Space Project from Prickly Pear Land Trust

Sarah Christopherson started the meeting by discussing the action item for the evening, which is a recommendation assessment for the Birdseye Ranch open lands project brought before the CAC by Prickly Pear Land Trust. County Staff and CAC members began reviewing the assessment rubric criteria to determine if a recommendation should be made to the Board of County Commissioners to approve funding for the project. County Staff explained the CAC members responsibilities regarding how this project is presented to the BOCC, and what the steps should be to determine if a recommendation is a reasonable idea.

The first criteria discussed was regarding conserving large blocks of land. And after a discussion of the size, location, and the sizes of the various abutting properties, including BLM property the CAC members determined that this project has a high rating.

The second criteria the CAC members had to consider is if this project expands and connects existing open lands holdings. And as this has been discussed very thoroughly up to this point by CAC members, County staff, and PPLT Reps only a brief discussion was needed before this criterion was also given a high rating by the CAC members.

The third category, was whether this project would maximize the public benefit return on the County's funds, and the discussion revolved around if this property were ever sold, would that be considered a way of maximizing the public benefit return, and County Staff confirmed that could be taken into consideration when reviewing this line item, as well as the benefit that will come from conserving such a large piece of land for Fort Harrison's mission and this criterion was also given a high rating. Susan Giese recommended that this particular item be moved to the very bottom, because she believed that upon viewing this through the lens of a former County Commissioner, the other questions put forth in the Project Evaluation Matrix would be better suited as precursors to the question of Public Benefit Return, as opposed to follow-up questions to it.

The fourth category considered was whether the project conserved working farms and ranches: This question was given a very resounding "absolutely", and another high rating, as it secures land for ranchers to graze their livestock.

The fifth criteria discussed was if the project conserved working forests, and this was given a low rating, as PPLT's focus in this instance is securing land for wildlife, recreation, and working ranches.

The sixth criteria if the proposed project area protected habitat for fish and wildlife, and this too was given a resounding affirmative, and a high rating, as this area is a major habitat that provides security from predation, and is considered a major travel corridor for Elk, and other ungulates, as well as a variety of other wildlife that call the area home.

The seventh criteria is if the area provides access for recreation? This is also a high rating, as this property is a mixed use project with opportunities for hiking, hunting, camping, fishing, and bike riding, etc.

The eighth category discussed is if the area provides opportunities for outdoor recreation, and this question was answered when the CAC members discussed the seventh criteria, and this was also given a high rating.

The ninth criteria discussed is whether the proposed project area would protect water resources and water quality. This was given a high rating, as the area has few water resources, and this makes it a fragile eco system, by conserving this property, and

protecting its already scant water resources from development, the project is securing and preserving water resources, as well as quality.

Tenth criteria asked if the proposed project area would protect and restore riparian corridors along waterways, and this was given a high rating, as the reps from PPLT explained, the areas surrounding the waterways will be fenced to restrict access and preserve its integrity.

Will this project area contribute to preserving open lands and natural areas? This was also given a high rating, as the entirety of the property will be devoted to preserving the natural areas located in this proposed project area.

Will this project manage growth and development? This was given a high rating as well because the area has been secured from any development for the foreseeable future.

And finally, will this project ensure a permanent conservation outcome? This was designated as a high rating, because PPLT has stated that they will be placing a conservation easement on this property to secure it as an open space, and it will stay that way until they choose to sell the land to a private entity IF they choose to do so. PPLT intends to keep the land, or gift it to MT FWP.

A motion was made to send a recommendation to the Board of County Commissioners to approve funding for the Birdseye Ranch Open Lands project. That motion was seconded, and all CAC members voted yea for the recommendation. (7-0)

D. New Business

No new business

E. Announcements

County Staff Phil Gonzalez discussed the next steps in the approval process and stated that he will be bringing his presentation staff report to the commission Thursday 4/11/24.

F. Public comment on any matter within the scope of the CAC that is not on the agenda.

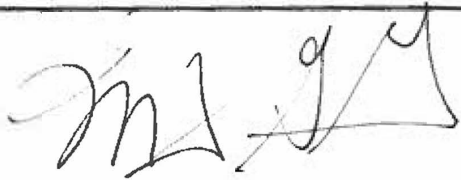
No public comment.

G. Adjournment

Motion to adjourn the meeting. Motion Seconded. Approved. Meeting adjourned.

Project Evaluation Matrix: This document serves as a qualitative evaluation of a level 2 application. CAC members will place their vote for each criteria in either a low, medium, or high ranking. The final rank will represent a summary of the ranking by the CAC chair (or designee) based on discussion.

Criteria	Low	Medium	High	Final Rank
Conserve large blocks of land			✓	
Expand and connect existing open land holdings			✓	
Maximize the public benefit return on the County's funds			✓	
Conserve working farms and ranches			✓	
Conserve working forests	✓			
Protect habitat for fish and wildlife			✓	
Provide access for recreation			✓	
Provide opportunities for outdoor recreation			✓	
Protect water resources and water quality:			✓	
Protect and restore riparian corridors along waterways			✓	
Preserve open lands and natural areas			✓	
Manage growth and development			✓	
Ensure permanent conservation outcome			✓	
Totals:				



4/9/2024
M. Susan
Geise

Jeff Claassen

Project Evaluation Matrix: This document serves as a qualitative evaluation of a level 2 application. CAC members will place their vote for each criteria in either a low, medium, or high ranking. The final rank will represent a summary of the ranking by the CAC chair (or designee) based on discussion.

Criteria	Low	Medium	High	Final Rank
Conserve large blocks of land			X	
Expand and connect existing open land holdings			X	
Maximize the public benefit return on the County's funds			X	
Conserve working farms and ranches			X	
Conserve working forests <i>Does not apply</i>				
Protect habitat for fish and wildlife			X	
Provide access for recreation			X	
Provide opportunities for outdoor recreation			X	
Protect water resources and water quality:			X	
Protect and restore riparian corridors along waterways			X	
Preserve open lands and natural areas			X	
Manage growth and development			X	
Ensure permanent conservation outcome			X	
Totals:				

Project Evaluation Matrix: This document serves as a qualitative evaluation of a level 2 application. CAC members will place their vote for each criteria in either a low, medium, or high ranking. The final rank will represent a summary of the ranking by the CAC chair (or designee) based on discussion.

Criteria	Low	Medium	High	Final Rank
Conserve large blocks of land			X	
Expand and connect existing open land holdings			X	
Maximize the public benefit return on the County's funds			X	
Conserve working farms and ranches			X	
Conserve working forests	X			
Protect habitat for fish and wildlife			X	
Provide access for recreation			X	
Provide opportunities for outdoor recreation			X	
Protect water resources and water quality:			X	
Protect and restore riparian corridors along waterways			X	
Preserve open lands and natural areas			X	
Manage growth and development			X	
Ensure permanent conservation outcome			X	
Totals:				

Project Evaluation Matrix: This document serves as a qualitative evaluation of a level 2 application. CAC members will place their vote for each criteria in either a low, medium, or high ranking. The final rank will represent a summary of the ranking by the CAC chair (or designee) based on discussion.

Criteria	Low	Medium	High	Final Rank
Conserve large blocks of land			X	
Expand and connect existing open land holdings			X	
Maximize the public benefit return on the County's funds			X	
Conserve working farms and ranches			X	
Conserve working forests	X			
Protect habitat for fish and wildlife			X	
Provide access for recreation			X	
Provide opportunities for outdoor recreation			X	
Protect water resources and water quality:			X	
Protect and restore riparian corridors along waterways			X	
Preserve open lands and natural areas			X	
Manage growth and development			X	
Ensure permanent conservation outcome			X	
Totals:				

Give a buffer to the Fort -

Jane P. Kollmeyer
4/9/2024

Jeremy Fadness

Project Evaluation Matrix: This document serves as a qualitative evaluation of a level 2 application. CAC members will place their vote for each criteria in either a low, medium, or high ranking. The final rank will represent a summary of the ranking by the CAC chair (or designee) based on discussion.

Criteria	Low	Medium	High	Final Rank
Conserve large blocks of land			X	
Expand and connect existing open land holdings			X	
Maximize the public benefit return on the County's funds			X	
Conserve working farms and ranches			X	
Conserve working forests	X			
Protect habitat for fish and wildlife			X	
Provide access for recreation			X	
Provide opportunities for outdoor recreation			X	
Protect water resources and water quality:			X	
Protect and restore riparian corridors along waterways			X	
Preserve open lands and natural areas			X	
Manage growth and development			X	
Ensure permanent conservation outcome			X	
Totals:				

Joe Cohen

April 9, 2024

Project Evaluation Matrix: This document serves as a qualitative evaluation of a level 2 application. CAC members will place their vote for each criteria in either a low, medium, or high ranking. The final rank will represent a summary of the ranking by the CAC chair (or designee) based on discussion.

Criteria	Low	Medium	High	Final Rank
Conserve large blocks of land			*	
Expand and connect existing open land holdings			*	
Maximize the public benefit return on the County's funds	Very important to Buffer Ft Harrison From Development		*	
Conserve working farms and ranches			*	
Conserve working forests	*			
Protect habitat for fish and wildlife			*	
Provide access for recreation			*	
Provide opportunities for outdoor recreation			*	
Protect water resources and water quality:			*	
Protect and restore riparian corridors along waterways			*	
Preserve open lands and natural areas			*	
Manage growth and development			*	
Ensure permanent conservation outcome			*	
Totals:				

Project Evaluation Matrix: This document serves as a qualitative evaluation of a level 2 application. CAC members will place their vote for each criteria in either a low, medium, or high ranking. The final rank will represent a summary of the ranking by the CAC chair (or designee) based on discussion.

Criteria	Low	Medium	High	Final Rank
Conserve large blocks of land			X	
Expand and connect existing open land holdings			X	
Maximize the public benefit return on the County's funds			X	
Conserve working farms and ranches			X	
Conserve working forests	N/A*			
Protect habitat for fish and wildlife		X		
Provide access for recreation		X		
Provide opportunities for outdoor recreation			X	
Protect water resources and water quality:			X	
Protect and restore riparian corridors along waterways		X		
Preserve open lands and natural areas			X	
Manage growth and development			X	
Ensure permanent conservation outcome			X	
Totals:				

ZACK WIRTH

*insulate military mission
of Fort Harrison -



Resolution 2024-22 to Rescind Resolution 2003-173 Adopting the Montana Procurement Act. (Casey Hayes)

Presented By:

Summary:

The Commissioners will consider the resolution.

Legal Review Required:

ATTACHMENTS:

Description	Type
▢ Staff Report for Resolution Rescinding Adoption of the Montana Procurement Act	Staff Report
▢ Resolution 2024-22 Rescinding Adoption of the Montana Procurement Act	Resolution



Grants and Purchasing Department Lewis and Clark County

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STAFF REPORT

Date: April 12, 2024
To: Board of County Commissioners
From: Casey Hayes, Purchasing Officer
RE: Resolution Rescinding Adoption of the Montana Procurement Act

County Commission Hearing:**Thursday, April 18, 2024 -- 9:00 a.m.**

I. EXECUTIVE SUMMARY:

In 2003, the Lewis and Clark County Board of County Commissioners passed Resolution 2003-173 adopting the Montana Procurement Act and the associated Administrative Rules. At that time, the County did not have its own policy related to purchasing or procurement and need to meet federal funding requirements that grantees provide evidence that they follow prescribed procurement methods.

In 2021, the County adopted a purchasing policy and contradictions and conflicts between the Procurement Act, the Administrative Rules, and the statutes specific to County Contracts (Title 7, Chapter 5, Section 23 of Montana Code Annotated) were soon identified. For example, statute requires counties to let to bid any purchase of equipment in excess of \$80,000 while Administrative Rule allows for a bidding threshold of \$100,000 for state agencies. As another example, the Procurement Act allows state agencies to conduct sole sourcing – a procurement method by which goods or services can be obtained without competition under limited circumstances. No such allowance is given to counties under the statutes specific to County Contracts.

In order to ameliorate the conflicts in statutes, the best pathway forward for the County would be to rescind the resolution adopting the Procurement Act and rely on a robust policy based in specific statutes from the Procurement Act, County Contract law, and Administrative Rules that do not create contradictions. Before the Board, today, is a resolution that would rescind the County's 2003 resolution adopting the Montana Procurement Act and the associated Administrative Rules.

II. REQUEST:

To rescind Resolution 2003-173 adopting the Montana Procurement Act and the associated Administrative Rules.

III. STAFF RECOMMENDATION:

Approval

IV. ATTACHMENTS:

Resolution 2024-22, A Resolution to Rescind Resolution 2003-173 Adopting the Montana Procurement Act

RESOLUTION 2024-22

A RESOLUTION TO RESCIND RESOLUTION 2003-173 ADOPTING THE MONTANA PROCUREMENT ACT

WHEREAS, on December 12, 2003, the Lewis and Clark County Board of County Commissioners resolved to adopt Title 18, Chapter 4 of Montana Code Annotated – the Montana Procurement Act – and the administrative rules promulgated by the State Department of Administration; and

WHEREAS, until the adoption of the County’s purchasing policy on August 19, 2021, the County did not have a policy that guided the County’s procurement operations; and

WHEREAS, in the time since the adoption of this policy, the County has grown to understand where Title 7, Chapter 5, Part 23 of Montana Code Annotated – County Contracts – conflicts with and supersedes the Montana Procurement Act and its associated administrative rules; and

WHEREAS, the County’s policy has been further refined since its adoption, and is comprehensive in how it directs the County’s department in the proper procedures for expending public funds and procuring contracts that obligate the County; and

WHEREAS, with further refinement, the County’s policy will specify which parts of the Montana Procurement Act are applicable while removing any conflicts with other superseding statutes.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners:

The County rescinds Resolution 2003-173 adopting the Montana Procurement Act and the administrative rules promulgated by the State Department of Administration:

PASSED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS on this 18 Day of April 2024.

LEWIS AND CLARK COUNTY
BOARD OF COUNTY COMMISSIONERS:

Andy Hunthausen, Chair

Attest:

Amy Reeves, Clerk to the Board



Revisions to Lewis and Clark County Procurement Policy. (Casey Hayes)

Presented By:

Summary:

The Commissioners will consider the revisions to the County's Procurement Policy, No. 1.1.6.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Report for Procurement Policy	Staff Report
<input type="checkbox"/> Procurement Policy	Attachment



Grants and Purchasing Department Lewis and Clark County

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STAFF REPORT

Date: April 12, 2024
To: Board of County Commissioners
From: Casey Hayes, Purchasing Officer
RE: Revision of Lewis and Clark County Purchasing Policy

County Commission Hearing:**Thursday, April 18, 2024 -- 9:00 a.m.**

I. EXECUTIVE SUMMARY:

The Lewis and Clark County Board of County Commissioners adopted a purchasing policy on August 19, 2021 and revised the policy on April 12, 2022. The policy requires that it be reviewed no less than every three years.

Since the last revision, the Grants and Purchasing Department, with the assistance and input of the County's Finance Department, County Attorney's Office, as well as Department Directors and staff, have identified aspects of the policy that should be revised. Also, the 2023 Montana Legislature amended certain laws related to procurement that should be reflected in the County's policy. A summary of the proposed revisions to the policy are:

- **Title:**
 - "Procurement" is a more correct description of the processes this policy covers. "Purchasing" is a general term related to obtaining goods or services without a long-term contract or ongoing relationship with a vendor. "Procurement" includes purchases, solicitation of sources, and the award of contracts;
- **Policy Statement:**
 - The revised policy specifically refers to the applicable parts of the Code of Federal Regulations and Federal Acquisition Regulations;
 - The broad adoption of the Administrative Rules relating to the Montana Procurement Act were removed while specifying which chapters of Montana Code Annotated relating to contracts are applicable;
- **Applicability:**
 - A statement was added to establish that County funds shall be used for the legitimate business needs of the County and for uses that achieve the mission of the County;
 - Administration responsibilities for the implementation this policy was updated to include Elected Officials along with Department Directors, as this policy applies to all public officials who are trustees of the public's funds.

- Ethical standards were updated to have already existing language related to conflicts of interest and gifts all under the same subsection;
- Definitions:
 - Refinement of existing terminology and new terms added to glossary;
- Directives:
 - General Guidelines updated to take into consideration food and beverage purchases and offer better guidance as to allowable and unallowable conditions for the purchase of food and beverage with public funds.
 - Cooperative purchasing agreements are now specifically called out in policy, as established in MCA;
 - Invoice-based contracts, a common practice, are now called out in policy and parameters for the use of these types of agreements are established;
- Purchasing Procedures:
 - Solicitation procedures were clarified, to include spending thresholds for the different types of solicitations;
 - Included relevant references to statutory requirements for the procurement of architectural, engineering, and surveying services;
 - A change to statute relative to the allowance of the waiver of bid security for construction projects costing less than \$150,000 was incorporated into policy;
 - Based on changes to the procedures outlined in MCA for competitive sealed bids and proposals, we have incorporated the use of a Notice of Intent to Award. This includes a public comment period prior to the Board awarding a contract or purchase through bidding and the State's prescribed procedure for the release of information relating to bids and proposals received in response to a solicitation;
 - Alternative Project Delivery Contracts, as detailed in MCA, were incorporated into the policy;
 - Sole or Single Source Purchases were updated to align with the legal requirements relating to County contract requirements;
 - Performance and payment security requirements for construction contracts were revised to align with a statutory allowance for a waiver of these bonds at the discretion of the Elected Official/Department Director responsible for building or construction costs less than \$150,000;
 - Included requirements for debarment and suspension checks when federal or state funds are being used;
 - Recent State legislation has created a requirement for governmental entities to certify that contractors who have a contract with a value of at least \$100,000 and at least 10 full-time employees do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. A certification form has been created and will be required for all solicitations/contracts that meet these requirements;
 - Added requirement that any approval of a request for a variance from this policy be conducted by the Board in a public meeting.

II. REQUEST:

To approve the revised procurement policy as presented.

III. STAFF RECOMMENDATION:

Approval

IV. ATTACHMENTS:

Updated Lewis and Clark County Procurement Policy, No. 1.1.6



LEWIS AND CLARK COUNTY POLICY

Subject: Procurement Policy	Policy No: 1.1.6
Approved:	Effective Date: April 12, 2022 Revised Date: April 18, 2024

I. Policy Statement

A. Purpose

1. This policy establishes specific directions and guidelines for all offices, departments, Elected Officials, employees, and agents of Lewis and Clark County (the “County”). The provisions of this policy shall apply to every Purchase of Goods and Services of the County unless an alternative purchasing method is required by federal and/or state law or grant provisions. This policy incorporates Subpart D of 2 Code of Federal Regulations (CFR) 200 relative to non-federal entity Procurement standards, applicable subparts of Federal Acquisition Regulations (FAR), Montana Code Annotated (MCA) Title 7, Chapter 5, Part 23, “County Contracts”, MCA Title 18 Chapter 2, “Construction Contracts”, MCA Title 18, Chapter 8, Part 2, “Architectural, Engineering, and Land Surveying Services”, and adopts the specific parts of MCA cited herein.

II. Applicability

A. Authority

1. The authority to enter into Contracts for the benefit of the County, its departments, and all entities is exercised exclusively by the Lewis and Clark County Board of County Commissioners (the “Board”), except as authorized by resolution of the Board or as allowed by law.

B. Administration

1. Elected Officials/Department Directors are responsible for the implementation of this policy within their departments and for establishing procedures to demonstrate compliance.
2. The expenditure of County funds shall be used for the legitimate business needs of the County and for uses that achieve the mission of the County.

3. The County Purchasing Officer provides general oversight and assistance to departments in the administration of this policy and should be considered a resource for questions and information regarding Procurement. In that role, the Purchasing Officer's responsibilities include, but are not limited to:
 - a. Assisting departments with conducting Solicitations;
 - b. Providing sample language and documents;
 - c. Performing unsealing of Formal Solicitations;
 - d. Coordination of evaluation committees; and
 - e. Reviewing department documentation and procedures to verify compliance with this policy.
4. The Board has final authority for administration, interpretation, and application of the terms of this policy. However, it is recommended that questions of interpretation be resolved with the Grants and Purchasing Department prior to seeking an interpretation or ruling from the Board.
5. The public has the right to inspect all purchasing and Contract documents with the exception of sealed Bids or Proposals prior to issuing a Notice of Intent to Award, protected confidential information, legitimate Trade Secrets, or as otherwise limited by law. In the event that copies of Procurement records are requested, the request will be considered a public records request. Refer to Public Records Request Response Policy 1.1.4 to comply.

III. Definitions

- A. When used in this policy, the following terms and expressions shall have the meanings set forth below.
 1. **Affidavit for Trade Secret Confidentiality.** A notarized statement submitted by an Offeror's attorney acknowledging that material included in a Request for Proposals (RFP) is open to public inspection except for information that meets the provisions of Montana Uniform Trade Secrets Act, [MCA Title 30, Chapter 14, Part 4](#).
 2. **Bid.** A price offered by a Bidder to furnish specific Goods, Services, and/or Construction in response to an Invitation for Bids (IFB).
 3. **Bidder.** Any entity submitting a competitive Bid in response to an IFB.
 4. **Bid Security.** A guarantee in the form identified in [18-4-312, MCA](#) that the Bidder, if selected, will enter into an agreement as Bid within 30 days. Otherwise, the Bidder or guarantor will forfeit the amount of the security.
 5. **Board.** The Board of County Commissioners for Lewis and Clark County, Montana.

6. **Change Order.** A Contract modification that changes the specifications, statement of work, drawings, Contract value, or the Contract performance timeframe.
7. **Construction.** The process of building, altering, repairing, remodeling, improving, abating, or demolishing any structure or building, or other improvements of any kind to any Real Property, road, or bridge. This does not include routine repair, operation, or maintenance of existing Real Property, road, or bridge.
8. **Contract.**
 - a. A deliberate verbal or written agreement between two or more competent parties to perform a specific act or acts; or
 - b. Any type of agreement regardless of what it is called for the Procurement of Goods, Services, consultant Services, or Construction.
9. **Contractor.** A person or entity having a Contract with the County.
10. **Contract Agent.** A person designated by the respective Elected Official/Department Director who may solicit and negotiate Contracts on behalf of the County. Contract Agents must be trained in basic contracting by the Purchasing Officer in order to be authorized.
11. **County.** Lewis and Clark County, Montana.
12. **Chief Administrative Officer.** The Chief Administrative Officer of Lewis and Clark County, Montana.
13. **Department Director.** The duly appointed director of any department of the County.
14. **Designated Point of Contact.** The County employee, or other persons authorized by the Solicitation, to receive communication on behalf of the County regarding a Formal Solicitation, including the County's architect, engineer, or their sub-consultants hired to conduct a Solicitation.
15. **Designee.** A duly authorized representative of a person holding a superior position.
16. **Elected Official.** The duly elected or appointed officer of any office of the County.
17. **Emergency Purchase.** An expeditious Purchase of Goods, Services, consultant Services, and/or Construction to reduce an imminent or existing threat to the health, safety, or welfare of persons or property within the County.
18. **Exigency Purchase.** A Purchase of Goods or Services due to a sudden and unexpected happening, unforeseen occurrence, or condition which requires immediate action.
19. **Formal Solicitation.** Invitations for Bid, Requests for Proposals, and Requests for Qualifications.
20. **Goods.** Any tangible Personal Property other than Real Property.

21. **Intergovernmental Agreement.** A written Contract between political subdivisions for the purpose of cooperation in order to provide Services on the basis of mutual advantage.
22. **Invitation for Bids (IFB).** The Solicitation document used for competitive sealed Bidding for the Purchase of Goods, Services, and/or Construction, for which the County has adequate funding. The IFB is used when the County is capable of specifically defining the scope of work for which the Contractual Service is required or when the County is capable of establishing precise specifications defining the actual commodity or group of commodities required.
23. **Item.** A single, separate unit, article, product, material, or Service.
24. **Limited Solicitation.** A process for establishing the price on desired Goods or qualification for performing desired Services that does not require sealed Bids or Proposals but does require documented competition. The Solicitation is issued in writing and requires a written response.
25. **MCA.** Montana Code Annotated.
26. **Notice of Award.** A written notification from the Board to a Bidder stating that they are the successful Bidder and a Purchase and/or Contract may be awarded to them in accordance with the Invitation for Bids.
27. **Notice of Intent to Award.** A written notice which is posted, prior to awarding a Contract or Purchase resulting from an Invitation for Bids, Request for Proposals, or Request for Qualifications which shows the intended selection of a Vendor.
28. **Offeror.** Any entity submitting a Proposal in response to a Request for Proposals.
29. **Payment Bond.** A surety bond provided by a Contractor to guarantee that its employees, subcontractors, and material suppliers on the project will be paid.
30. **Performance Bond.** A surety bond provided by a Contractor that protects the County from loss in the case of the Contractor's inability to complete the project as agreed.
31. **Personal Property.** Property consisting of movable articles both physical, such as furniture or computers, or non-physical, such as stocks or bonds.
32. **Procurement.** The process in which Solicitation is conducted in order to obtain a Contract, or other type of agreement such as a PO/FPO, for Goods or Services.
33. **Professional Services.** Labor, time, or effort furnished by a person licensed, registered, or certified to provide such Services. The term includes, but is not limited to, architects, engineers, surveyors, attorneys, accountants, land use planners, and consultants.

34. **Proposal.** An executed formal document submitted to the County stating the Goods, Services, and/or consultant Services offered to satisfy the need requested in a Request for Proposals (RFP).
35. **Public Works Contract.** As defined in [18-2-401\(11\), MCA](#), a Contract for Construction Services or non-Construction Services in which the total cost of the Contract is in excess of \$25,000.
36. **Purchase.** Buying, renting, leasing, or otherwise acquiring any supplies, materials, equipment, Goods, consultant Services, Construction, and/or Services required by the County for public purposes in accordance with the law and County procedures.
37. **Purchasing Agent.** A person designated by the respective Elected Official/Department Director who may solicit for Goods or Services on behalf of the County. Purchasing Agents must be trained in basic Procurement by the Purchasing Officer in order to be authorized.
38. **Purchasing Officer.** The County employee charged with the administration of the Procurement process and ensuring that Purchasing Agents follow federal and state Procurement laws and this policy.
39. **Purchase Order (PO)/Field Purchase Order (FPO).** A County document used to authorize a Purchase transaction with a Vendor as authorized by the budget authority resolution of the Board.
40. **Qualified Bidder, Offeror, Proposer, Quoter, or Respondent.** An individual or business entity that has submitted a Bid, Proposal, Quotation, or response and has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability that gives reasonable assurance of good faith and performance.
41. **Quotation/Quote.** Any oral or written informal offer by a Vendor to the County to furnish specific Goods and/or Services at a stated price.
42. **Real Property.** Property consisting of lands and all rights, privileges, or improvements belonging to, and passing to lands as buildings, crops, or mineral rights.
43. **Request for Proposals (RFP).** A formal process requesting Vendors submit Proposals to provide a solution to a problem or a need that a department has identified. The County has the ability to evaluate an Offeror's response in accordance with established or stated criteria.
44. **Request for Qualifications (RFQ).** A formal process of inviting Statements of Qualifications used to Contract for Professional Services or to prequalify a pool of Vendors to provide Services on a specific project or to utilize on an as-needed basis.
45. **Respondent.** Any entity submitting an SOQ in response to a Request for Qualifications.

- 46. **Responsible.** A Vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 47. **Responsive.** A Vendor that has submitted a Bid, offer, Proposal, Quotation, or response that conforms in all material respects to the Solicitation.
- 48. **Services.** The furnishing primarily of labor, time, and/or effort by a Vendor, wherein the provision of Goods or other specific end products, other than documents relating to the required performance, is incidental or secondary. This term shall not include Construction or employment agreements.
- 49. **Single Source.** Goods and/or Services which may be available from more than one source but for a justifiable reason, needs to be acquired from a particular Vendor.
- 50. **Standard Terms and Conditions.** Standard provisions established by the County related generally to Solicitation or Contract standards and the obligations of the parties.
- 51. **Statement of Qualifications (SOQ).** The formal response to an RFQ.
- 52. **Sole Source.** Goods and/or Services which are proprietary or available from only one source and for which there are no other competitive alternate sources.
- 53. **Solicitation.** Request for information, expression of interest, Invitation for Bids, Request for Qualifications, Request for Proposals, request for Quotations, or a multi-step Bidding procedure.
- 54. **Total Contract Value.** The full amount of revenue associated with a Contract accumulated during the duration of its full term wherein a Vendor derives benefit.
- 55. **Trade Secret.** Information or computer software, including a formula, pattern, compilation, program, device, method, technique, or process that derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons or entities who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- 56. **Vendor.** An actual or potential consultant, supplier, or Contractor of Construction Goods, Services, and/or consultant Services.

IV. Directives

A. Scope

- 1. This policy is applicable to all County offices, departments, and entities for all acquisitions of Goods and Services. Departments may apply additional requirements as long as they are equal to or more restrictive than the procedures and standards established in this policy and consistent with the purpose of this policy.

B. Ethical Standards

1. Violations of ethical standards shall be handled in accordance with applicable state statute and the County Human Resources Manual.
2. No Elected Official or employee may participate in the selection, award and/or administration of a Contract if a conflict of interest exists, whether real or perceived. Such a conflict arises when the employee has a special relationship, such as a related party, to a Vendor or potential Vendor.
3. No employee may solicit gifts or accept gifts with a value of \$50 or greater, or of substantial economic benefit tantamount to a gift, from a potential or actual Vendor.

C. Revision to Policy

1. The Purchasing Policy will be reviewed no less than every three years by the Chief Administrative Officer, Grants and Purchasing Department, and Finance Department. Revisions must be approved by the Board.

D. General Guidelines

1. Purchases or Contracts shall not be artificially divided into separate projects or expenditures to circumvent the requirements of a more formal purchasing process.
2. As established in [18-4-313, MCA](#), Contract terms cannot exceed seven years and must engage in the competitive process according to the Total Contract Value thresholds established in this policy. Contract terms for information technology Contracts cannot exceed 10 years.
3. Awards shall be made to Responsible Vendors possessing the ability to perform successfully under the terms and conditions of a proposed Procurement. Considerations shall be given to such characteristics as integrity, compliance with public policy, record of past performance, and financial and technical resources.
4. In order to ensure objective performance and eliminate unfair competitive advantages, Vendors that develop or draft specifications, requirements, or statements of work for a Solicitation, or assist in the development of a Solicitation in any way, must be excluded from competing for such Procurements.
5. The Purchase of food and/or beverages with County funds must be for a public purpose, related to the County's conduct of business, and pre-approved in writing by the Purchasing Officer.
 - a. Allowable food/beverage purchase examples include, but are not limited to:
 - i. Meetings, trainings, or events extending beyond regular work schedules, conducted during regular mealtimes, without being relieved of duty;
 - ii. Employee required to work unexpectedly beyond their regular work schedule, during regular mealtimes, and cannot be relieved of duty; or

- iii. Hosting an event that specifically includes funds for the purchase food and/or beverages wherein payment or reimbursement will be processed for the dollar amount of the funds to be expended.
- b. Unallowable food/beverage purchase examples include, but are not limited to:
 - i. Alcoholic beverages;
 - ii. Staff or board meetings;
 - iii. Food or beverage provided to Vendors outside of Contract requirements; or
 - iv. Food or beverage furnished to boost morale.

E. Unauthorized Purchases

- 1. County employees are not authorized to Purchase non-exempt Goods or Services (see Section V. F. of this policy below) without a Contract, PO or FPO, or credit card except in case of emergency as defined herein.
- 2. Any Purchase made contrary to the provisions of this policy may be subject to disciplinary action.
- 3. The Purchase of greeting cards (e.g., birthday, retirement, or other special occasions), cakes, snacks, gifts, flowers, or other supplies for office parties or employee social functions for any occasion are not authorized.
- 4. The Purchase of appliances for employee use is not authorized.

F. Transactions Exempt from Competitive Procurement

- 1. Real Property or conservation easements. Acquisitions of Real Property and conservation easements are subject to the provisions of [7-8-2519, MCA](#) and [7-8-2520, MCA](#). Real Property in excess of \$20,000 or a conservation easement using public funds in an amount in excess of \$80,000 are subject to valuation prior to Purchase by a certified real estate appraiser or by three disinterested citizens of the County appointed by a district judge. Payment may not exceed such appraised value.
- 2. Court-ordered fines and judgements resulting from litigation.
- 3. Exceptional disbursements as authorized by the Board.
- 4. Court-ordered fees resulting from the judicial process which are processed by the Clerk of Court and charged against the appropriate budget for such fees.
- 5. Cash transfers and investment transactions for fiscal management purposes processed through the Accounting Department and disbursed from general ledger accounts.

6. Debt Service payments processed by the Accounting Department and charged against budgetary accounts.
7. Refunds.
8. Inter-fund or inter-departmental transfers or reimbursements within or among County departments.
9. Insurance including but not limited to liability, property, medical, and workers compensation insurance or payments from any loss fund established for such purpose.
10. Utilities (e.g., electricity, natural gas, telephone, cell phones, internet services).
11. Advertising of employment vacancies or required notices as provided in law.
12. Fuel charges.
13. Postage and express mail charges.
14. Dues and memberships in trade or professional organizations.
15. Subscriptions for periodicals, magazines, newspapers, copyrighted material, etcetera.
16. Authorized hospital expenses.
17. Job related travel, seminars, and conferences.
18. Legal Services including attorneys, expert witnesses, court reporter Services, and legal fees.
19. Title insurance, title commitments, title searches, ownership and encumbrance searches, and real estate appraisal Services to determine the market value of Real Property.
20. Transactions authorized by Intergovernmental Agreement.
21. Franchise agreements.
22. Vehicle registration fees.
23. Lodging accommodations.
24. Office space rental or lease.
25. Permit and license fees.
26. Door prizes that are customary when attending trade or professional organization conferences (not to exceed \$50).

G. **Exceptions.** The following purchases qualify as exceptions to the standard provisions of this policy. Elected Officials/Department Directors shall request written authorization from the Purchasing Officer and Chief Administrative Officer in order to ensure that the purchase qualifies as an exception.

1. Purchase made under state Bid Contracts pursuant to [7-5-2308, MCA](#). Under this exception, the State of Montana has engaged in the competitive Procurement process. The State of Montana, Department of Administration, Financial Services Division, State Procurement Bureau administers statewide Contracts and agreement for use by Montana local governments. Statewide Contracts and agreements enable eligible users to pool their buying power to lower total costs and reduce administrative burden while complying with State statutes governing the Purchase of products and Services.
2. Purchases made at public auction pursuant to [7-5-2303, MCA](#) when, in lieu of soliciting Bids, the department Purchases at public auction a vehicle, road machinery, or other machinery, apparatus, appliances, equipment, materials, or supplies for an amount less than \$150,000.
3. State or federally funded grant Procurement. The County recognizes that certain Procurement procedures for state or federally funded grant programs may conflict with standard County procedures. In the event of a conflict, the Grants and Purchasing Department may modify or amend these Procurement procedures in order to comply with Procurement procedures for state or federally funded grant programs on a case-by-case basis.
4. Emergency Purchases. Emergency Purchases (see [7-5-2304, MCA](#)) are made necessary by fire, flood, explosion, storm, earthquake, other elements, epidemic, riot, or insurrection; for the immediate preservation of order or public health; for the restoration of a condition of usefulness that has been destroyed by accident, wear, tear, or mischief; or for the relief of a stricken community overtaken by calamity. Under these specific circumstances, the provisions of [7-5-2301, MCA](#) (i.e., competitive, advertised Bidding requirements) do not apply. However, the following procedures must be applied when conducting an Emergency Purchase:
 - a. The Purchase shall be limited to the supplies or Services necessary to address the emergency;
 - b. Competition to the extent practicable shall be obtained;
 - c. The Board and the Chief Administrative Officer shall be notified immediately about the need for Emergency Purchase and or Contracts; and
 - d. The department making the Emergency Purchase will maintain a file of each Emergency Purchase including:
 - i. The Vendor's name;
 - ii. A list of supplies or Services Purchased;
 - iii. The amounts of each Purchase;

- iv. Date of each Purchase;
 - v. Documentation of Purchase (e.g. receipt, invoice, PO/FPO, Contract); and
 - vi. A brief description of the emergency conditions justifying the Purchase.
 - e. Emergency Purchases must only be made while conditions of the emergency or disaster warrant Purchases made without the delay of the regular Procurement process, and regular Procurement must resume as soon as conditions allow.
 - f. Procurement made under a disaster or emergency declaration should follow as best as possible the FEMA Public Assistance Program and Policy Guide, especially regarding records management.
5. Exigency Purchases. Under very limited circumstances, a department may be required to make a Purchase due to a sudden and unexpected happening or unforeseen occurrence or condition which requires immediate action.
- a. The Purchase shall be limited to those supplies or Services necessary to meet the exigency;
 - b. This type of Procurement is not exempt from the competitive, advertised Bidding requirements of [7-5-2301, MCA](#);
 - c. The procedure used shall assure that the required supplies or Services are Procured in time to meet the exigency. However, such competition as is practicable shall be obtained; and
 - d. The department making the Exigency Purchase will maintain a file of such Purchases including:
 - i. The Vendor's name;
 - ii. The amount and type of the Contract or agreement;
 - iii. A listing of the supplies or Services Procured under the Contract or agreement;
 - iv. Date of each Purchase;
 - v. Documentation of Purchase (e.g. receipt, invoice, PO/FPO, Contract); and
 - vi. The written determination that shall provide the reasons for the Exigency Purchase.
6. Cooperative Purchasing Agreements.
- a. As provided in [7-5-2310, MCA](#), the Board may enter into cooperative purchasing agreements;

- b. Only those purchasing cooperatives for which there are agreements in place may be used by Departments;
 - c. Procurement requirements must be properly verified by the Purchasing Officer before using a Contract obtained through an authorized purchasing cooperative.
- 7. Warranty or maintenance agreement costs required by the original manufacturer or installer.
 - 8. Proprietary maintenance agreements including software and system controls.

H. Payment for Goods and Services

- 1. Prompt Payment Act. In accordance with [MCA Title 28, Chapter 2, Part 21](#), local governments are required to pay Vendors for Goods and Services in a timely fashion. Departments are required to date stamp invoices upon receipt and shall make payment within:
 - a. 45 days for Goods or Services other than Construction Services; or
 - b. 30 days for Construction Services.
- 2. An independent Contractor Contract or Professional Services agreement is required for all Services provided by an individual/person or legally formed entity.
- 3. Invoice-based Contracts. While invoices are frequently used in combination with a formal Contract in order to bill Services, in certain circumstances an invoice may be used on a standalone basis as the Contract. Invoice-based Contracts are allowed if:
 - a. The total amount of the Purchase is \$25,000 or less; and
 - b. The Finance Department has been provided with applicable payment and insurance information (e.g., worker's compensation insurance or waiver, general liability insurance, W-9, ACH payment authorization, etc.).
 - c. Invoice-based Contracts are not allowed for Services if:
 - i. The Service involves Contractors working directly with the public;
 - ii. The Service involves inherently dangerous activities;
 - iii. The Elected Official/Department Director believes there is risk or complexity warranting a formal Contract; or
 - iv. Project is grant funded and has required terms and conditions that the Vendor is obligated to adopt.

4. Credit Cards. The process for issuing, using, and reconciling credit cards is outlined in the County's Credit Card Policy 1.1.5.. All employees are required to read and sign an affidavit that they have read the applicable policy and received training in proper use before obtaining a County-issued credit card.
 - a. The goals of the credit card program include:
 - i. Providing an efficient and cost-effective method of purchasing and paying for Goods and Services required by departments;
 - ii. Reducing the time and money spent processing transactions;
 - iii. Ensuring that Lewis and Clark County bears no legal liability from inappropriate use of credit cards; and
 - iv. Providing for disciplinary action if the credit cards are misused.
 - b. A credit card will be issued to employees who frequently Purchase Goods or Services. All cards will have a maximum monthly limit and per transaction limit that shall be determined by the Chief Administrative Officer or Designee.
 - c. Credit cards shall not be used to Purchase capital equipment or centralized information technology equipment (i.e., computers or other Items that must have the approval of the IT&S Department in order to Purchase).
5. POs/FPOs are preferred for the Purchase of Goods or materials.
6. Except as provided in law, Contract provisions requiring payment, fully or in part, for Goods or Services before receipt of such shall not be authorized.

I. Petty Cash

1. Petty cash Purchases are limited to an immediate need or small cash Purchases which do not exceed \$50, including:
 - a. Tools and repair parts needed immediately to continue working;
 - b. Minor supplies needed immediately to fulfill a deadline; or
 - c. Postage.
2. Misuse of petty cash funds are subject to non-reimbursement and personal liability.
3. Refer to the County Cash Management Policy for petty cash reconciliation policy and procedures.

V. Purchasing Procedures

A. Small Purchase

1. Purchases of Goods or Services with a total value of \$25,000 or less may be conducted by obtaining a single Quote, including when federal funds are used as authorized by resolution to self-certify an increase in the federal micro-purchase threshold.
 - a. Although a Vendor may be chosen without seeking competition, it is recommended that departments use prudent purchasing practices and obtain competitive prices when practicable.
2. A department contacts Vendors to obtain Quoted prices on the desired Item or Service. Although price usually determines the Vendor selected, other factors may be considered, such as:
 - a. Quality and/or availability of the Goods or Services desired;
 - b. Responsiveness to the specifications desired for the work to be performed or the Goods to be supplied; and
 - c. Past experience with the Vendor, and/or status as a County Vendor.
 - d. Vendor prices may be obtained verbally, in writing, or electronically (i.e., email or fax).
3. The department shall maintain record of the Goods or Services sought, the Vendors contacted, the prices Quoted, and the Vendor selected.

B. Limited Solicitation

1. Purchases of Goods or Services greater than \$25,000 and \$80,000 or less shall use a Limited Solicitation process.
2. The department develops an opportunity for a minimum of three Vendors to offer a price on the desired Goods or Service according to the specifications established for the Purchase.
3. For the Procurement of architectural, engineering, or land surveying Services, Solicitations shall meet the requirements established in [MCA Title 18, Chapter 8, Part 2](#). As provided in [18-8-212, MCA](#), Professional Services (i.e., architectural, engineering, or land surveying) for which the fees are estimated not to exceed \$50,000 may Contract for those Professional Services by Direct Negotiation rather than Limited Solicitation.
4. In addition to the description of Goods or Services desired, Vendors should be provided with other relevant information including, but not limited to:
 - a. Compatibility with other County-owned equipment;
 - b. Date the supplies, Services, materials, and/or equipment must be delivered or be available for County use;

- c. Anticipated duration of the need for the Services requested;
 - d. Contract provisions that inform Vendors to standard requirements or conditions for doing business with the County; and
 - e. Any evaluation criteria, including relative importance, to be used in addition to price.
5. Departments may obtain responses to the opportunity verbally, in writing, or electronically (i.e., email or fax).
 6. Factors that may be considered when selecting a Vendor include price, quality, availability, Responsiveness, and past experience.
 7. The department shall document the Limited Solicitation process by maintaining records including the written opportunity, a summary listing of the Vendor responses, and a complete copy of the selected Vendor's response. Responses shall be made available for public inspection or telephone inquiry.

C. Formal Solicitation - Invitation for Bids (IFB)

1. As established in [7-5-2301, MCA](#), an IFB is required for the Procurement of Goods and Services greater than \$80,000 where Vendor selection is determined solely on price. This process may be used for multiple Purchases of the same Item when it is reasonably expected that the Total Contract Value of such Purchases will be greater than \$80,000.
2. An IFB must contain:
 - a. Detailed specifications for the Item(s) sought;
 - b. Any criteria, other than cost, to be used in the evaluation and determination of product acceptability on Bids received;
 - c. Statements alerting Bidders to any special requirements in the Bid;
 - d. Shipping and billing instructions;
 - e. Contract provisions that inform Bidders to standard requirements or conditions for doing business with the County; and
 - f. Standard Terms and Conditions related to County Procurement and any terms and/or conditions related to federal and/or state funding, if applicable.
3. The department shall arrange for notice of the IFB to be published a minimum of two times with publication dates at least 6 days apart (see [7-1-2121, MCA](#)). The final published notice must appear a reasonable time prior to the time and date set forth in the IFB for the submission of Bids. For projects related to a Rural Improvement Districts (RID), the time fixed for the opening of the bids shall follow [7-12-2134, MCA](#). The published notice shall contain:

- a. A brief statement about the Procurement for which Bids are sought;
 - b. Where complete details of the IFB may be obtained;
 - c. The Designated Point of Contact for communication regarding the Solicitation;
 - d. Bid Security requirements;
 - e. Specific Contract requirements for Performance Bond and/or Payment Bond;
 - f. The address where Bids are to be received;
 - g. The due date and time for receipt of Bids; and
 - h. The date and location of Bid opening.
4. The department has the right to invite Vendors to participate.
 5. Bid Security is required for all Bids submitted in response to an IFB and must be provided in accordance with [MCA Title 18, Chapter 1, Part 2](#). Each Bidder must provide a Bid Security in the amount of 10% of the Bid price to protect and indemnify the County against failure or refusal of the Bidder to enter into the Contract, if awarded. The Bid Security is subject to forfeit if the Bidder fails to enter into a Contract within 30 days of Bid acceptance. Bid Security is returned to Bidders whose Bids are not accepted.
 6. As provided in [18-2-302\(2\), MCA](#), the requirements for Bid Security on building or Construction projects, as defined in [18-2-101, MCA](#), that cost less than \$150,000 may be waived by the Elected Official/Department Director and shall be stated in the notice of the Invitation for Bids.
 7. Requirements for Performance Bond and/or Payment Bond. See Section V. J. 10. of this policy.
 8. Bids must be opened publicly at the time and place designated in the IFB and entered into the public record. Each Bidder and any member of the public has the right to be present. The County may reject any or all Bids, waive immaterial irregularities, or accept any Bid deemed to be for the public good.
 9. Bids must be unconditionally accepted without alteration or correction, except as authorized by this policy. Bids must be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and sustainability for a particular purpose. Those criteria that will affect the Bid price and be considered in evaluation for award must be objectively measurable, such as discounts, transportation costs, and total or life-cycle costs. Only criteria set forth in the Invitation for Bids may be used in Bid evaluation.

10. Correction or withdrawal of inadvertently erroneous Bids, before or after award, or cancellation of awards or Contracts based on Bid mistakes may be permitted. After Bid opening, changes in Bid prices or other provisions of Bids prejudicial to the interest of the County or fair competition shall not be permitted. All decisions to permit the correction or withdrawal of Bids or to cancel awards or Contracts based on Bid mistakes must be supported by a written determination.
11. A Bid tabulation record shall be created which shows the name of each Bidder, the amount of each Bid, and any other relevant information to include any corrections made to the Bid amounts.
12. In the case of a tie Bid, the discretion of the Elected Official/Department Director will be used to resolve such Bids, except that a Bidder offering American-made products or supplies must be given preference.
13. If an award is made, it shall be made with reasonable promptness by written notice to the lowest Responsive and Responsible Bidder whose Bid meets the requirements and criteria set forth in the Invitation for Bids.
14. The Purchasing Officer shall post the Bid tabulation record and a Notice of Intent to Award on the Solicitation page of the County's website. The public shall have five days from the issuance of a Notice of Intent to Award to submit written comments regarding the proposed award.
15. Following the posting of the Notice of Intent to Award and the expiration of the public comment period, the Board shall issue a Notice of Award to the lowest Responsive and Responsible Bidder whose Bid meets the requirements and criteria set forth in the Invitation for Bids.
16. Bids and other information received from Bidders in response to an Invitation for Bids may not be inspected by the public until the Purchasing Officer has posted a Notice of Intent to Award.
17. Prior to releasing Bids or information received from Bidders, the Purchasing Officer shall evaluate whether public disclosure must be limited in accordance with [18-4-304\(8\), MCA](#):
 - a. Under the Montana Uniform Trade Secrets Act provided for in [MCA Title 30, Chapter 14, Part 4](#);
 - b. Due to matters involving individual safety; and
 - c. As required by other constitutional protections.
18. The department shall maintain, at a minimum, records containing the following documentation:
 - a. Record of public notice of the IFB and mailing list (if applicable);
 - b. The IFB with specifications including any addenda;

- c. All Bids received;
- d. Tabulation of Bids;
- e. Notice of Intent to Award;
- f. A Notice of Award and/or Contract signed by the Board;
- g. Correspondence concerning the Purchase, including a recommendation for award from the issuing department, if appropriate;
- h. An explanation if the Contract is awarded to anyone other than the low Bidder;
- i. Any public comment received during the prescribed period after the issuance of the Notice of Intent to Award; and
- j. Evidence of Bid Security.

D. Formal Solicitation - Request for Proposals (RFP)

1. An RFP is a method used for Procurement of Goods and Services greater than \$80,000 when it is desirable to incorporate factors other than cost into the evaluation criteria. A lower threshold of \$50,000 applies to architectural, engineering, or land surveying Services (see 18-8-212, MCA). The RFP is used when it is not practical for the County to specifically define the scope of work to meet the specifications of the Solicitation. Evaluation of an RFP is based on established criteria which involves more than price.
2. The department shall provide an RFP package to include all pertinent information about the products or Services sought, Standard Terms and Conditions related to County Procurement, any terms and conditions related to federal and/or state funding, if applicable, and the evaluation criteria, relative importance, and scoring methodology that will be used to determine Vendor selection.
3. For the Procurement of Professional Services (i.e., architectural, engineering, or land surveying Services), Solicitations shall meet the requirements established in MCA Title 18, Chapter 8, Part 2.
4. The department shall arrange for notice of the RFP to be published a minimum of two times with publication dates at least 6 days apart (see 7-1-2121, MCA). The final published notice must appear a reasonable time prior to the time and date set forth in the RFP for the submission of Proposals. The published notice shall contain:
 - a. A brief statement about the Procurement for which Proposals are being sought;
 - b. Where complete details of the RFP may be obtained;
 - c. The Designated Point of Contact for communication regarding the Solicitation;

- d. Any specific Contract requirements or Performance Bond and/or Payment Bond requirements;
 - e. The address where Proposals are to be received; and
 - f. The due date and time for receipt of Proposals.
5. The department has the right to invite Vendors to participate.
6. Proposal documents may be inspected by the public subject to the limitations of the Uniform Trade Secrets Act, [MCA Title 30, Chapter 14, Part 4](#). An attorney for an Offeror claiming Trade Secret status for parts of a Proposal must provide an Affidavit of Trade Secret Confidentiality and clearly mark and separate any bona fide Trade Secret material. This information is removed before public inspection.
7. Non-responsive Proposals will be eliminated from consideration. Proposals may be found non-responsive at any time during the Procurement process if:
- a. Any of the required information is not provided;
 - b. The submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or
 - c. The Proposal does not conform to the specifications described and required in the RFP.
8. Contract award will be made to the Responsive and Responsible Offeror whose Proposal is most advantageous to the County, with price and other factors considered.
9. An evaluation committee of at least 3 people shall be used to consider and evaluate Proposals based upon the evaluation criteria established in the Solicitation.
- a. An evaluation committee member shall not be a County Commissioner.
 - b. An evaluation committee member shall not be the Designated Point of Contact for the Solicitation.
 - c. Evaluation committee members shall be determined prior to providing notice of the Solicitation.
 - d. Evaluation committee members shall review and sign a Non-disclosure and Conflict of Interest Certification prior to conducting evaluations of Proposals.
 - e. In assigning points or value to a Proposal, the evaluation requires the exercise of the evaluator's discretion, involving a judgmental assessment of the evaluation criteria.
 - f. The award must be based upon a comparative evaluation as stated in the RFP of differing price, quality, and Contractual factors in order to determine the most advantageous offer.

- g. Interviews may be conducted of one or any of the Offerors in order to better understand the nature of the Offeror's qualifications or better determine the aspects of the Proposal. Evaluation committee members may reconvene after interviews have been conducted in order to amend the preliminary scores of Proposals established in the first evaluation meeting.
- 10. References provided by the Offerors may be verified as appropriate.
- 11. Once the evaluation committee has evaluated Proposals and determined the most advantageous offer, the Purchasing Officer shall post the evaluation score sheet and a Notice of Intent to Award on the Solicitation page of the County's website. The public shall have five days from the issuance of a Notice of Intent to Award to submit written comments regarding the proposed award.
- 12. Following the posting of the Notice of Intent to Award and the expiration of the public comment period, the Board may enter into a Contract with the selected Offeror.
- 13. The County reserves the right to refine a Contract before execution if doing so is advantageous to the County. Proposals and other information received from Offerors in response to a Request for Proposals may not be inspected by the public until the Purchasing Officer provides Notice of Intent to Award.
- 14. Prior to releasing Proposals or information received from Offerors, the Purchasing Officer shall evaluate whether public disclosure must be limited:
 - a. Under the Montana Uniform Trade Secrets Act provided for in [MCA Title 30, Chapter 14, Part 4](#);
 - b. Due to matters involving individual safety; and
 - c. As required by other constitutional protections.
- 15. The County reserves the right to reject any or all Proposals, to waive irregularities, or to accept any Offer deemed to be for the public good.
- 16. The department shall maintain, at a minimum, records containing the following documentation:
 - a. Record of public notice of the RFP and mailing list (if applicable);
 - b. The RFP and any addenda;
 - c. All Proposals received;
 - d. An evaluation score sheet detailing the basis on which the award was made;
 - e. Notice of Intent to Award;

- f. A Contract signed by the Board;
- g. Correspondence concerning the Purchase, including a recommendation for award from the issuing department, if appropriate;
- h. Any public comment received during the prescribed period after the issuance of the Notice of Intent to Award; and
- i. Notes, meeting minutes, recordings, or minutes of any discussion with the Offerors.

E. Formal Solicitation - Request for Qualifications (RFQ)

1. An RFQ is used to acquire Professional Services greater than \$80,000. *A lower threshold of \$50,000 applies to architectural, engineering, or land surveying Services (see [18-8-212, MCA](#)).* A provider of Professional Services shall be selected based upon demonstrated competence and qualifications for the type of Services desired at a fair and reasonable price.
2. For the Procurement of architectural, engineering, or land surveying Services, Solicitations shall meet the requirements established in [MCA Title 18, Chapter 8, Part 2](#).
3. The department shall create an RFQ package to include all pertinent information about the Professional Services sought, Standard Terms and Conditions related to County Procurement, any terms and conditions related to federal or state funding, if applicable, and the evaluation criteria, relative importance, and scoring methodology that will be used to determine Vendor selection.
4. The department shall arrange for notice of the RFQ to be published a minimum of two times with publication dates at least 6 days apart (see [7-1-2121, MCA](#)). The final published notice must appear a reasonable time prior to the time and date set forth in the RFP for the submission of SOQs. The published notice shall contain:
 - a. A brief statement about the Services being sought;
 - b. Where complete details about such Services may be obtained, if not provided in the published notice;
 - c. The Designated Point of Contact for communication regarding the Solicitation;
 - d. The address where Statements of Qualifications (SOQ) are to be mailed; and
 - e. The due date and time for receipt of SOQs.
5. The department will evaluate SOQs submitted by firms based on the following criteria:
 - a. The qualifications of the professional personnel to be assigned to the project;

- b. The capability of the firm to meet time and budget requirements;
 - c. The physical location of the firm;
 - d. Present and projected workloads;
 - e. Related experience; and
 - f. Recent and/or current work performed for the County.
6. Contract award will be made to the Responsive and Responsible Respondent whose qualifications are most advantageous to the County, with all factors considered.
7. An evaluation committee of at least 3 people shall be used to consider and evaluate SOQs based upon the evaluation criteria established in the Solicitation.
- a. An evaluation committee member shall not be a County Commissioner.
 - b. An evaluation committee member shall not be the Designated Point of Contact for the Solicitation.
 - c. Evaluation committee members shall be determined prior to providing notice of the Solicitation.
 - d. Evaluation committee members shall complete a Non-disclosure and Conflict of Interest Certification prior to conducting evaluations of SOQs.
 - e. In assigning points or value to an SOQ, the evaluation requires the exercise of the evaluator's discretion, involving a judgmental assessment of the evaluation criteria.
 - f. If an award is given, it must be based upon a comparative evaluation as stated in the RFQ of quality and other Contractual factors in order to determine the most advantageous SOQ.
 - g. After the preliminary evaluation of the Respondents' qualifications, the evaluation committee may conduct interviews with finalists and select the Respondent best suited to provide the Services desired. Interviews may be conducted of one or any of the Respondents in order to better understand the nature of the Respondent's qualifications or better determine the aspects of the SOQ. Evaluation committee members may reconvene after interviews have been conducted in order to amend the preliminary scores of SOQs established in the first evaluation meeting.
8. A Contract shall be negotiated at a price the department determines to be fair and reasonable given the estimated value of such Services.
9. References provided by the Respondents may be verified as appropriate.
10. Once the evaluation committee has evaluated SOQs and determined the most qualified Respondent, the Purchasing Officer shall post the evaluation score sheet and

a Notice of Intent to Award on the Solicitation page of the County's website. The public shall have five days from the issuance of a Notice of Intent to Award to submit written comments regarding the proposed award.

11. Following the posting of the Notice of Intent to Award and the expiration of the public comment period, the Board may enter into a Contract with the selected Respondent(s).
12. The County reserves the right to refine a Contract before execution if doing so is advantageous to the County. SOQs and other information received from Respondents in response to a Request for Qualifications may not be inspected by the public until the Purchasing Officer provides Notice of Intent to Award.
13. Prior to releasing SOQs or information received from Respondents, the Purchasing Officer shall evaluate whether public disclosure must be limited in accordance with [18-4-304\(8\), MCA](#):
 - a. Under the Montana Uniform Trade Secrets Act provided for in [MCA Title 30, Chapter 14, Part 4](#);
 - b. Due to matters involving individual safety; and
 - c. As required by other constitutional protections.
14. The County reserves the right to reject any or all SOQs, to waive irregularities, or to accept any SOQ deemed to be for the public good.
15. The department shall maintain, at a minimum, records containing the following documentation:
 - a. Record of public notice of the RFQ and mailing list (if applicable);
 - b. The RFQ and any addenda;
 - c. All SOQs received;
 - d. A determination of award detailing the basis on which the award was made;
 - e. Notice of Intent to Award;
 - f. A Contract signed by the Board;
 - g. Correspondence concerning the Purchase, including a recommendation for award from the issuing department, if appropriate;
 - h. Any public comment received during the prescribed period after the issuance of the Notice of Intent to Award; and
 - i. Notes, meeting minutes, recordings, or minutes of any discussion with the Respondents.

16. The RFQ process as outlined above may be used to create a pool of at least two prequalified Vendors to provide Services on projects of uncertain duration with many individual sub-projects or to provide Services on an as-needed basis. As specific needs arise, Quotes are solicited from the prequalified Vendor pool. If the scope of work is greater than \$80,000, an IFB or RFP shall be used. The prequalified Vendor pool is valid for a five-year period.

F. Alternative Project Delivery Contracts

1. The Board may authorize through resolution Alternative Project Delivery Contracts, per the provisions of [MCA Title 18, Chapter 2, Part 5](#), when it is determined that certain Construction projects should be managed by a qualified representative.
2. Alternative Project Delivery Contracts authorized under this policy include:
 - a. Construction Management Contracts in which the Contractor acts as the public owner's Construction manager and provides leadership and administration for the project, from planning and design, in cooperation with the designers and the project owners, to project startup and Construction completion.
 - b. General Contractor Construction Management Contracts in which the general Contractor, in addition to providing the preconstruction, budgeting, and scheduling Services, procures necessary Construction Services, equipment, supplies, and materials through competitive Bidding Contracts with subcontractors and suppliers to construct the project.
 - c. Design-build Contracts in which the designer-builder assumes the responsibility and the risk for architectural or engineering design and Construction delivery under a single Contract with the County.

G. Sole or Single Source Purchases

1. Under some limited circumstances, a determination of Sole Source or Single Source may be made by the Elected Official/Department Director, with the approval of the Purchasing Officer and the Chief Administrative Officer, after conducting a good faith review of available sources, which demonstrates that there is only one source for the required supply, Service, or Item. Because this acquisition takes place without the benefit of competition, departments should be reluctant to pursue this Procurement method.
2. Sole or Single Source Procurement is permissible under the following circumstances:
 - a. The cost of the Goods or Services is \$80,000 or less, per the requirements of [7-5-2301, MCA](#);
 - b. The compatibility of current Services or equipment, accessories, or replacement parts is the paramount consideration;
 - c. There is no alternative, equivalent product to the one required;

- d. There is only one acceptable or suitable source for the Goods or Service; and/or
 - e. Grant terms specify the equipment to be Purchased.
3. For Sole or Single Source Purchases, the department shall submit to the Grants and Purchasing Department a Sole or Single Source justification prior to Purchase for approval. The justification shall include:
- a. The Vendor's name;
 - b. The amount of the Purchase;
 - c. The date of the Purchase;
 - d. The Item(s) or Service(s) Purchased; and
 - e. The justification for using Sole or Single Source Procurement.

H. Direct Negotiation

1. When none of the Bids or Proposals received in response to a valid Solicitation are from a Responsible and Responsive Bidder or Offeror, the department may:
 - a. Cancel and reissue the Solicitation. If the department reissues the Solicitation, they shall attempt to increase the number of potential Vendors and may modify any specification in the original Solicitation to enhance Vendor participation; or
 - b. If authorized by the Purchasing Officer, the department can directly negotiate with a Vendor or Vendors if it is determined that a second or subsequent Solicitation would be unsuccessful. Upon authorization, the department may conduct negotiations as appropriate as to price, delivery, and terms.
2. As provided in [18-8-212, MCA](#), Professional Services (i.e., architectural, engineering, or land surveying) for which the fees are not to exceed \$50,000 may Contract for those Professional Services by Direct Negotiation.
 - a. For the Procurement of architectural, engineering, or land surveying Services, Solicitations shall meet the requirements established in [MCA Title 18, Chapter 8, Part 2](#).

I. Cone of Silence and Non-Disclosure for Formal Solicitation

1. A cone of silence shall be established on all County Formal Solicitation processes. The cone of silence prohibits any communication regarding a Formal Solicitation between any Bidder or Offeror (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any County Elected Official, employee, or agent other than the Designated Point of Contact for the Solicitation.

2. The cone of silence shall be in effect from the time of posting the Formal Solicitation on the County website and until the County issues a Notice of Intent to Award, cancels the Solicitation, or otherwise takes action to end the selection process.
3. All evaluation committee members shall complete a Non-disclosure and Conflict of Interest Certification prior to conducting evaluations of Proposals.
4. Formal Solicitation shall provide notice of the cone of silence requirements. Violations of the cone of silence may be grounds for disqualification of Offerors from the competitive selection process.
5. The cone of silence shall not apply to:
 - a. Communications at any public proceeding or meeting related to the Solicitation, (e.g., pre-Bid meetings, site tours, product demonstrations, and interviews); and
 - b. Purchases exempt from Formal Solicitation, such as Small Purchases, Limited Solicitations, Sole or Single Source Procurements, and Emergency Purchases, as defined in this policy.

J. Required Contract Provisions

1. Standard legal documents shall be developed and maintained by the County Attorney's Office and retained by the Finance Department. A department shall not modify the approved standard legal documents without the approval of the County Attorney's Office. The Board is the final Contract approval authority.
2. Contract Agent. Elected Officials/Department Directors shall act as the Contract Agent, or designate a Contract Agent to act on behalf of the department, to engage in contract negotiations with selected Vendors. Contract Agents are responsible for ensuring the Contract meets the required legal sufficiency identified by the County Attorney's Office during the legal review process, as applicable. Contract Agents are also responsible for the management of the Contract during its full term.
3. Contract language. All Contracts must comply with any applicable legal requirements including, but not limited to, the prevailing wage required for Public Works Contracts greater than \$25,000.
4. Grant funded expenditures. Any Contract to be funded by one or more grants must conform to grant award documents and include any Contract provisions required by the grant.
5. Security requirements for Contracts. Bonds or other security may be required for any Contract to secure performance and payment of workers, subcontractors, and suppliers. Security required for Contracts other than Construction may be determined on a case-by-case basis.
6. Insurance and license requirements. Contract provisions shall require the Contractor to carry adequate workers' compensation insurance, or an exemption as provided under [39-71-401, MCA](#), general liability insurance, and/or other types of insurance as

directed by the County Attorney's Office. Any applicable licensure shall also be provided by the Contractor.

7. Contract modifications (Change Orders/Contract Amendment). A cost analysis, consistent with federal and state guidelines, shall be conducted for all modifications to Contracts for Goods and/or Services.
 - a. Changes to Total Contract Values that would result in exceeding the monetary threshold for the Procurement process used to acquire the Goods and/or Services are not authorized.
 - b. Contract modifications shall require approval of the Board.
8. Public Works Contracts. All Contracts for Construction and non-Construction Services must include any provision required by law, including the requirements of [MCA Title 18, Chapter 2](#):
 - a. Prevailing wage requirements. In accordance with [MCA Title 18, Chapter 2, Part 4](#), all Public Works Contracts in excess of \$25,000 must contain the provisions for prevailing wages. Contractor shall agree to:
 - i. Pay the standard prevailing rate of wages, including fringe benefits, which is in effect and applicable to the district in which the work is being performed; and
 - ii. Give preference to the employment of bona fide Montana residents in the performance of work.
9. Per [18-2-404, MCA](#), Public Works Contracts subject to prevailing wage requirements must be approved in writing by the County Attorney's Office prior to execution by the Board. All Public Works Contracts, as defined by [18-2-401, MCA](#), which use the standard Contract forms prepared by the County Attorney's Office and available on the internal County website are deemed approved by the County Attorney per 18-2-404, MCA.
10. Performance Bond and Payment Bond requirements. Performance Bond and Payment Bond is required on Construction Contracts as a guarantee that Contract provisions are performed and that laborers, suppliers, and subcontractors are paid. In accordance with [18-2-201, MCA](#), all Construction Contracts shall execute a Performance Bond and Payment Bond to secure performance on the Contract and payment of workers, subcontractors, and supplier. As provided in [18-2-201\(4\), MCA](#), the requirements for Performance and Payment Bonds on building or Construction projects, as defined in [18-2-101, MCA](#), that cost less than \$150,000 may be waived by the Elected Official/Department Director and shall be so stated in the notice for the Formal Solicitation.
11. The County shall not enter into a Procurement Contract under a federal or state award with any entity or individual that is suspended or debarred from such Contracts. Prior to award of a Contract procured under federal or state award, the department shall review the Excluded Parties List system at www.sam.gov for federal awards or the

Debarred & Suspended Vendors list at <https://spb.mt.gov/Agency-Resources/Debarred-Suspended-Vendors> for state awards, and *document* that the Contractor is not classified as a suspended or debarred Contractor.

12. Certification of Nondiscrimination Against Firearms Entities/Trade Associations.

- a. Per [30-20-301, MCA](#), Contracts with a value of at least \$100,000 with companies that have at least 10 full-time employees require the Contractor to certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

K. Variances

1. The Board or their Designee have the discretion to grant a variance from the provisions of this policy at the request of an Elected Official/Department Director. To support the request for a variance, the requestor shall provide a written request to the Purchasing Officer which demonstrates:
 - a. How compliance with legal requirements will be achieved;
 - b. What clear Contract obligations, if applicable, will be formulated without undue exposure to liability; and
 - c. How a fair and open process for the expenditure of public funds will be maintained.
2. Approval of requests for variance shall occur at a public meeting of the Board.

VI. Protest Procedure

- A. A Bidder or Offeror aggrieved in connection with the Solicitation or award of a Contract may protest as follows:
 1. The protest must be in writing and state in detail all of the protestor's objections and allegations of violations of the Lewis and Clark County Procurement policy and/or Montana Contract law. The complete protest must be submitted to the Grants and Purchasing Department no later than 14 days after the execution of the Contract in question. If the protest is not resolved by mutual agreement, the Purchasing Officer, or their Designee, shall issue a written decision on the protest within 30 days after receipt of the protest.
 2. If the Grants and Purchasing Department rejects the protest, the reasons must be stated, and the protestor must be informed of the right to appeal the decision to the Board. Such an appeal must be made in writing within 14 days of the date of the written decision.
 3. The Board shall have a hearing within 30 days where the Bidder or Offeror has the opportunity to present arguments in the case.

4. After the hearing, the Board may deny the protest, or as appropriate, may order one of the following remedies:
 - a. If the Contract has not yet been awarded and it is determined that a Solicitation and proposed award of a Contract is in violation of this policy or applicable law, the Solicitation or proposed award may be cancelled or revised to comply with the law;
 - b. If the Contract has been awarded and the Board determines that the Solicitation is in violation of the law and the entity awarded the Contract has not acted in bad faith, the Board may either:
 - i. Ratify and affirm the Contract, provided it is determined that doing so is in the best interest of the County; or
 - ii. Terminate the Contract and compensate the entity awarded the Contract for the actual expenses reasonably incurred under the Contract prior to termination.
 - c. If the Contract has been awarded and the Board determines that the Solicitation or award of the Contract is in violation of the law and the entity awarded the Contract has acted in bad faith, the Board may either:
 - i. Declare the Contract void; or
 - ii. Ratify and affirm the Contract if that action is in the best interest of the County, without prejudice to the County's right to appropriate damages.
 - d. The County is not required to delay, halt, or modify the Procurement process pending the result of a protest, contested case proceeding, or judicial review.

VII. Closing

VIII. References

- A. Montana Code Annotated
- B. Credit Card Policy
- C. Cash Management Policy
- D. Public Records Request Response Policy
- E. FEMA Public Assistance Program and Policy Guide