



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Thursday, May 2, 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. **Proclamation**

- a. Proclamation Declaring May 10, 2024 as Child Care Provider Appreciation Day.

3. **Consent Action Items**

- a. Public Meeting Minutes for December 12, 21, 2023; March 21, 26; April 2, 2024. (Nadine McCarty)
- b. Montana Department of Transportation Traffic Evaluation Request. (Jenny Chambers)

4. **Bid Award. 2024 Paint Striping. (Jesse Whitford)**

The Commissioners will consider awarding the bid.

5. **Grant Award to Lewis and Clark County from the Montana Department of Commerce. (Ann McCauley)**

The Commissioners will consider a grant award from the Montana Department of Commerce in the amount of \$525,000 on behalf of Florence Crittenton Home and Services. Match in the amount of \$3,050,000 is being provided by Florence Crittenton. The period of performance is October 23, 2023 to June 30, 2026 and the grant agreement ends September 30, 2026.

6. **Subrecipient Agreement Between Lewis and Clark County and Florence Crittenton Home and Services. (Ann McCauley)**

The Commissioners will consider a subrecipient agreement with Florence Crittenton Home and Services for a Community Development Block Grant - Economic Development grant award in the amount of \$525,000. The agreement's period of performance is October 23, 2023 to June 30, 2026, and the agreement terminates on August 31, 2026.

7. **Grant Application to Montana Board of Crime Control. (Matt Kultgen)**

The Commissioners will consider the grant application to the State of Montana Board of Crime Control for the STOP Violence Against Women Act (VAWA) in the amount of \$78,855.37 with \$26,285.13 provided in matching funds. The grant period begins October 01, 2024 through September 30, 2025. These funds will be used for costs associated with the deputy assigned to work under this grant.

8. **Contract Between Lewis and Clark County and Diamond Construction, Inc. (Greg McNally)**

The Commissioners will consider the contract with Diamond Construction, Inc. in the amount of \$6,750 for repair of rafters and hanging drywall in the vestibule of the Unionville Schoolhouse Project. The contract period begins upon approval by both parties through May 31, 2024.

9. **Contract Between Lewis and Clark County and Eide Bailly, LLP (Misty Edwards)**

The Commissioners will consider the contract with Eide Bailly, LLP for annual audit services. The audit periods covered under this contract are Fiscal Years 2024, 2025 and 2026. Fiscal Year 2024 audit payment is not to exceed \$116,250.

10. **Resolution 2024-23 Appointing a Post-Election Audit Committee. (Connor Fitzpatrick)**

The Commissioners will consider the resolution.

11. **Resolution 2024-24 Appointing Election Judges for 2024-2026. (Connor Fitzpatrick)**

The Commissioners will consider the resolution.

12. **Board Appointment - Eastgate Volunteer Fire District. (Connor Fitzpatrick)**

The Commissioners will consider appointing Amy Thorngren to fill a vacancy on the Eastgate Volunteer Fire District.

13. **Declaring Fire District Candidates Elected By Acclamation. (Connor Fitzpatrick)**

The Commissioners will consider declaring candidates for noncompetitive fire district elections elected by acclamation.

14. **Declaring Lincoln Hospital District Candidates Elected by Acclamation. (Connor Fitzpatrick)**

The Commissioners will consider declaring candidates for the noncompetitive Lincoln Hospital District election elected by acclamation.

15. **Declaring Upper Blackfoot Valley Community Council Candidates Elected by Acclamation. (Connor Fitzpatrick)**

The Commissioners will consider declaring the candidate from the noncompetitive Upper Blackfoot Valley Community Council election elected by acclamation.

16. **Declaring Water and Sewer District Candidates Elected by Acclamation. (Connor Fitzpatrick)**

The Commissioners shall consider declaring the candidates from the noncompetitive Water/Sewer District elections elected by acclamation.

17. **Declaring Park District Candidates Elected by Acclamation. (Connor Fitzpatrick)**

The Commissioners will consider declaring candidates from the noncompetitive Park District election elected by acclamation.

18. **Board Appointment - Fire Districts. (Connor Fitzpatrick)**

The Commissioners will consider appointing candidates who applied for seats open due to no candidates filing during the candidate filing period for the recent fire district elections.

19. **Board Appointment - Upper Blackfoot Community Council. (Connor Fitzpatrick)**

The Commissioners will consider appointing an applicant to the Upper Blackfoot Valley Community Council after the seat was left open due to no candidates filing during the candidate filing period for the most recent Upper Blackfoot Valley Community Council election.

20. **Board Appointments - Water/Sewer Districts. (Connor Fitzpatrick)**

The Commissioners shall consider filling seats on Water/Sewer Districts that were open after the close of candidate filing for the most recent Water/Sewer District elections.

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

22. **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



ATTACHMENTS:

Description	Type
 Proclamation-Child Care Provider Appreciation Day	Attachment



LEWIS & CLARK COUNTY

PROCLAMATION

2024 Child Care Provider Appreciation Day

WHEREAS, Child Care Aware® of America and other organizations nationwide are recognizing Child Care Providers on May 10, 2024; and

WHEREAS, childcare has provided a safe, nurturing place for the enrichment and development of millions of children nationwide and is a vital force in our economy; and

WHEREAS, the pandemic illuminated how indispensable childcare providers are for the well-being and economic security of young children, families, and communities; and

WHEREAS, childcare programs, which are mostly small businesses, and are run and staffed predominantly by women, continue to recover from the health and financial hardships stemming from the pandemic to meet the needs of families; and

WHEREAS, Lewis and Clark County recognizes that childcare has been and continues to be a lifeline for families, communities, and the economy; and

WHEREAS, the future depends on the quality of the early childhood experiences provided to young children today; support for high-quality child care represents a worthy commitment to our children's future; and

NOW, THEREFORE BE IT PROCLAIMED that the Lewis and Clark County Board of Commissioners do hereby proclaim May 10, 2024, as Provider Appreciation Day in Lewis and Clark County and urge all citizens to recognize Childcare Providers for their important work, and their value to our communities.

Dated this 2nd day of May 2024

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

Candace Payne, Vice Chair

Tom Rolfe, Member

ATTEST:

Amy Reeves, Clerk of the Board



ATTACHMENTS:

Description	Type
12-12-23 BoCC Minutes	Attachment
12-21-23 BoCC Minutes	Attachment
3-21-24 BoCC Minutes	Attachment
3-26-24 BoCC Minutes	Attachment
4-2-24 BoCC Minutes	Attachment



PUBLIC MEETING

December 12, 2023

MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Tuesday, December 12, 2023, at 9:00 AM in Commission Chambers, Room 330.

Roll Call

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Dan Karlin, Amy Reeves, Ann McCauley, Eric Seidensticker, Bruce Day, Tim Joyce, and Florence Liston, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

- a. Revised Cooperative Management Agreement Between Lewis and Clark County and Montana Fish, Wildlife and Parks. (Dan Karlin)
- b. Request for Records Disposal. (Amy Reeves)
- c. Request for Records Disposal. (Myrna Austin)
- d. Request for Records Disposal. (Myrna Austin)

[01:18] Roger Baltz, Chief Administrative Officer, reported on consent action items 2a-d and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Interlocal Agreement Between Lewis and Clark County and the State of Montana

Tax Appeal Board. (Amy Reeves)

[03:05] Amy Reeves, Treasurer, presented the interlocal agreement with the State of Montana Tax Appeal Board for reimbursement of county staff regarding the secretarial services for county tax appeal hearings. Reimbursement will be at the state allowed amount of \$18.15 per hour plus 30% for fringe benefits. Staff recommends approval.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Amendment to Subrecipient Agreement Between Lewis and Clark County and Montana Business Assistance Connection. (Ann McCauley)

[07:06] Ann McCauley, Grants and Purchasing Director, presented Amendment No.2 of the subrecipient agreement with Montana Business Assistance (MBAC) that extends the period of performance to June 30, 2024, and allows for a 15% retainage of awarded funds until project completion. In December 2021, the Commissioners did a subaward of ARPA funds for a workforce housing project in Lincoln, Montana. This is a partnership with High Country Snack Foods. There will be three workforce housing units on a ten-acre plot behind the jerky plant. It adds an activity to the scope of work which includes occupancy of all units by June 30, 2024. A refiling of the covenant on the property to ensure affordability for five years. Staff recommends approval.

Eric Seidensticker with MBAC reported on the new housing units in Lincoln. The loan side of MBAC has secured all three units from a collateral standpoint. All three units need to be occupied. Covenants will need to be amended to trigger affordable housing availability for five years. He added Copper Pines, LLC is the owner of High Country.

Commissioner Hunthausen reviewed the project.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Subrecipient Agreement Between Lewis and Clark County and Helena Food Share. (Ann McCauley)

[18:30] Ann McCauley, Grants and Purchasing Director, presented the subrecipient agreement with Helena Food Share for the implementation of an American Rescue Plan Act (ARPA) direct allocation award in the amount of \$500,000. This is to complete electrical and earthwork in construction of a new community food resource center. She explained the award and added that Helena Food Share secured the necessary funds.

Bruce Day, Executive Director of Helena Food Share, appreciated the support of funding from the ARPA program which is making things possible. Construction is under way for the new location.

Commissioner Payne asked about the environmental concerns. Mr. Day claimed it is a clean property and added Phase 1 of the assessment looks good.

Commissioner Hunthausen summarized the need for the new building.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

Adjourn

There being no further business, the meeting adjourned at 9:32 a.m.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

Candace Payne, Vice Chair

Tom Rolfe, Member

ATTEST:

Amy Reeves, Clerk of the Board



PUBLIC MEETING

December 21, 2023
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, December 21, 2023, at 9:00 AM in Commission Chambers, Room 330.

Roll Call

Chair Tom Rolfe called the meeting to order at 9 a.m.

Commissioner Andy Hunthausen and Commissioner Candace Payne were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Dan Karlin, Connor Fitzpatrick, Ann McCauley, Phil Gonzalez, Marni Bentley and Florence Liston, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

a. Vendor Claims Report for Week Ending December 22, 2023. (Marni Bentley)

[01:48] Roger Baltz, Chief Administrative Officer, reported on consent action item 2a and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Grant Award to Lewis and Clark County from the Montana Department of Transportation. (Dan Karlin)

[02:53] Dan Karlin, County Engineer, presented the grant award for the SB 536 grant funds in the amount of \$379,930 as the 50% match for the recently awarded Head Lane Montana Coal Endowment Program (MCEP) bridge replacement project. Staff recommends acceptance of the grant award.

Tentatively the project could be done by next winter. December, January, or February of 2024-2025

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Resolution 2023-105 Designating Polling Places in Lewis and Clark County. (Connor Fitzpatrick)

[08:31] Connor Fitzpatrick, Elections Supervisor, presented the resolution designating polling places for the June 4, 2024, and November 5, 2024, elections. New polling places are Canyon Creek School, Birdseye Rural Fire Department Station No. 2, Tri Lake Station No. 1.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Amendment No. 1 to Grant Award to Lewis and Clark County from Montana Department of Natural Resources and Conservation. (Ann McCauley)

[04:14] Ann McCauley, Grants and Purchasing Director, presented amendment No.1 to the American Rescue Plan Act (ARPA) Minimum Allocation Grant award from the Montana Department of Natural Resources and Conservation (DNRC) to be used for the Craig County Water and Sewer District wastewater treatment upgrades project. The amendment includes a no-cost extension through December 31, 2024, an addition to the scope of work and no-cost budget modification. Staff recommends approval.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Resolution 2023-104 To Declare Farm View Drive a County Road. (Phil Gonzalez)

[09:30] Phil Gonzalez, Planner II, presented the resolution to declare Farm View Drive a county road. Farm View Drive is in the Bachmeier Minor Subdivision. Staff recommends approval.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner. Payne. The motion Passed on a 3-0 vote.

Requesting Investigation for a Road Abandonment Petition. (Phil Gonzalez)

[15:14] Phil Gonzalez, Planner II, presented the request for an investigation for a road abandonment petition. The board needs to cause an investigation to be made of the feasibility, desirability, and cost of granting the prayer of the petition.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Board Appointments. (Roger Baltz)

[19:55] Roger Baltz, Chief Administrative Officer, presented the board appointments for the Augusta Solid Waste Management District, City-County Library Board, DUI Task Force, and the Noxious Weed Board.

Staff recommends the following appointments: Brad McBratney to the Augusta Solid Waste Management District to a full first term that expires December 31, 2026; Helen Fandrich to a second term on the City-County Library to a term that expires December 31, 2028; Jason Grimmis to the Lewis and Clark County DUI Task Force to a full first term that expires December 31, 2025; Susan DeBree, Dave Clark, and Gale Pikkula to the Lewis and Clark County DUI Task

Force to second terms that expire December 31, 2025; Jayson Zander, Maureen Ward, Tracie Kiesel, Mike Jensen and Deanna Rothwell to the Lewis and Clark County DUI Task Force to terms that expire December 31, 2025; and Mike Nordahl to the Noxious Weed Board as the Lincoln representative to a term that expires December 31, 2026.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

Adjourn

There being no further business, the meeting adjourned at 9:39 am.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

Candace Payne, Vice Chair

Tom Rolfe, Member

ATTEST:

Amy Reeves, Clerk of the Board



PUBLIC MEETING

March 21, 2024
MINUTES

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

Roll Call

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Ann McCauley, Jenny Chambers, Bill Schrader, and Florence Liston, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

There were no consent action items.

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

[01:12] Ann McCauley, Grants and Purchasing Director, presented a subrecipient agreement with Augusta American Legion Post #51 for the implementation of a Local Assistance and Tribal Consistency Fund award to complete installation of the new electrical service and move all wiring underground at the Augusta American Legion Rodeo Grounds in Augusta, MT. The amount of the award is \$22,850 and the period of performance is upon execution through September 30, 2024. Staff recommends approval.

Bill Schrader, Finance Officer for Augusta, reported on the electrical project.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

[08:37] Ann McCauley, Grants and Purchasing Director, presented the update on Lewis and Clark County's Direct Allocation of American Rescue Plan Act (ARPA) funding and recommendations for currently unobligated ARPA funds. Staff recommends approval.

Jenny Chambers discussed the projects that are affected by the ARPA funds.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

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

Adjourn

There being no further business, the meeting adjourned at 9:41 a.m.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

Candace Payne, Vice Chair

Tom Rolfe, Member

ATTEST:

Amy Reeves, Clerk of the Board



PUBLIC MEETING

March 26, 2024
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Tuesday, March 26, 2024, at 9:00 A.M. in Commission Chambers, Rm 330.

Roll Call

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Kellie McBride, Sarah Sandau, Mary Sparks, Julie Bir, Melissa Baker, and Florence Liston, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

- a. Budget Amendments for March, 2024. (Frank Cornwell)
- b. Insurance Claim Settlement with USAA. (Marni Bentley)

[00:58] Roger Baltz, Chief Administrative Officer, reported on consent action items 2a-b and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Overview of AmeriCorps VISTA Concept Papers. (Kellie McBride)

[02:07] Kellie McBride, Criminal Justice Services Director, presented the concept papers required to apply for two AmeriCorps VISTAS to address two high priority Criminal Justice Coordinating Council goals with the start dates in October 2024.

No public comment was received.

Commissioner Hunthausen noted that no action is needed, this is for information only.

Grant Award to Lewis and Clark Public Health from the Montana Department of Public Health and Human Services. (Sarah Sandau)

[05:54] Sarah Sandau, Community Health Promotion Division Administrator, presented the grant award from the Montana Department of Public Health and Human Services for the Healthy Montana Families Program in the amount of \$256,067.63. The grant period is from October 1, 2023, through September 30, 2024. Staff recommends approval.

Mary Sparks, Home Visiting Supervisor, answered questions about the program.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

Contract Between Lewis and Clark Public Health and Missoula City-County Health Department. (Sarah Sandau)

[20:30] Sarah Sandau, Community Health Promotion Division Administrator, presented the contract with Missoula City-County Health Department in the amount of \$34,794 for contracting services to provide nurse supervision and data entry for the Nurse Family Partnership program. The contract runs from October 1, 2023, through September 30, 2024. Staff recommends approval.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Grant Award to Lewis and Clark Public Health from the Montana Department of Public Health and Human Services. (Sarah Sandau)

[23:55] Sarah Sandau, Community Health Promotion Division Administrator, presented the grant award from the Montana Department of Public Health and Human Services for the Community Health Improvement Plan (CHIP) implementation Grant in the amount of \$22,000. The grant period is from March 1, 2024, through February 28, 2025. The current Community Health Improvement Plan works on the top three priorities that we as a community actively work on together. Staff recommends approval.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

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

Adjourn

There being no further business, the meeting adjourned at 9:36 a.m.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

Candace Payne, Vice Chair

Tom Rolfe, Member

ATTEST:

Amy Reeves, Clerk of the Board



PUBLIC MEETING

April 2, 2024

MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Tuesday, April 2, 2024, at 9:00 A.M. in Commission Chambers, Rm 330.

Roll Call

Chair Andy Hunthausen called the meeting to order at 9 a.m.

Commissioner Candace Payne and Commissioner Tom Rolfe were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Kyle Sturgill-Simon, and Florence Liston, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

There were no consent action items.

Grant Application to the State of Montana Disaster & Emergency Services Division. (Kyle Sturgill-Simon)

[01:20] Kyle Sturgill-Simon, Emergency Management Program Manager, presented the annual grant application and documents to the State of Montana Disaster and Emergency Services Division for the Emergency Management Performance Grant. The grant is in the amount of \$88,159.50, with an equal amount in match. The grant period begins July 1, 2024, through June 30, 2025. Staff recommends approval of the grant application submittal.

No public comment was received.

A motion to Approve was made by Commissioner Payne and seconded by Commissioner Rolfe. The motion Passed on 3-0 vote.

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

Adjourn

There being no further business, the meeting adjourned at 9:04 a.m.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

Candace Payne, Vice Chair

Tom Rolfe, Member

ATTEST:

Amy Reeves, Clerk of the Board



ATTACHMENTS:

Description	Type
 Letter	Attachment

May 2, 2024

Dan Block, P.E., District Traffic Engineer
Montana Department of Transportation
200 Smelter Ave. NE
PO Box 1359
Great Falls, MT 59403-1359

Re: Traffic Evaluation and Study Request at the Highway 287 and Highway 200 Intersection

Dear Mr. Block:

The Lewis and Clark County Commission is providing this letter to formally request that the Montana Department of Transportation complete a traffic evaluation and study request at the Highway 287 and Highway 200 intersection.

Highway 287 is a primary route to many areas of the Rocky Mountain Front, and Highway 200 is an access between Lincoln, Montana and Great Falls, Montana. The speed limit is currently 70 mph on Highway 200 with hills and limited sight distance on both the east and west legs of the Highway 287 intersection. MDT crash data indicates three crashes at this intersection in the last two years and in 1966 there was a traffic accident that resulted in six fatalities. Additionally, we have many reports of near misses with motorists traveling at excessive speeds and concerns from individuals who are pulling horse trailers or campers that they don't have any turn lanes or time to safely cross or turn off from incoming traffic.

Thank you for considering this request. We appreciate your efforts and any support to complete the evaluation. If you need any assistance from Lewis and Clark County or have any questions, please contact Jenny Chambers, Public Works Department Director, at 447-8036 or jchambers@lccountymt.gov.

Sincerely,

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

Candace Payne, Vice Chair

Tom Rolfe, Member

cc:

Jenny Chambers, Lewis and Clark County Public Works Director



Bid Award. 2024 Paint Striping. (Jesse Whitford)

Presented By:

Summary:

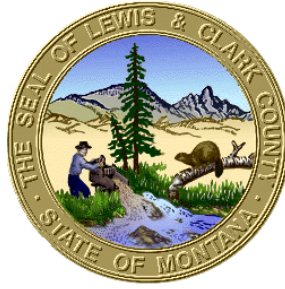
The Commissioners will consider awarding the bid.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Notice of Award	Agreement
<input type="checkbox"/>	Bid Tab	Attachment
<input type="checkbox"/>	Contract Cover Sheet	Contract

Jesse Whitford
Construction Project Coordinator
(406) 447-8040 Desk
(406) 447-8368 Fax



3402 Cooney Drive
Helena, Montana 59602

jwhitford@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

DATE: May 2, 2024

TO: Board of County Commissioners

FROM: Jesse Whitford, Construction Project Coordinator

RE: 2024 Paint Striping Bid Award

On April 23, 2024, one bid was opened for the 2024 Paint Striping Project. The Project consists of waterborne paint striping for yellow centerline and white shoulder markings on approximately 59 miles of roadway in Lewis and Clark County.

Staff estimated the total project cost at \$141,818. This project is budgeted using mill levy funds, as well as funds from the Colorado Gulch and Ten Mile Creek Estates Rural Improvement Districts' budgets.

Staff recommends awarding the contract to the only bidder, Highmark Traffic Services, Inc. of Billings, Montana for the unit price of \$33.49 per applied gallon for a total contract amount of One Hundred Seventeen Thousand Four Hundred Fifteen Dollars and Ninety-four Cents (\$117,415.94) and authorize the Chair to sign all applicable contract documents.

NOTICE OF AWARD

Date of Issuance: May 2, 2024

Owner:	Lewis and Clark County	Owner's Contract No.:	N/A
Engineer:	Jesse Whitford, CET IV	Engineer's Project No.:	N/A
Project:	2024 Paint Striping	Contract Name:	2024 Paint Striping
Bidder:	Highmark Traffic Services		
Bidder's Address:	PO Box 50220, Billings, MT 591055		

TO BIDDER:

You are notified that Owner has accepted your Bid dated April 19, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for Unit Price Bid Items 101-108:

The Contract Price of the awarded Contract is: \$ 117,415.94, subject to the following unit prices:

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
101	Waterborne Paint Striping - White (County Wide)	1,577	Gallon	\$33.49	\$52,813.73
102	Waterborne Paint Striping - Yellow (County Wide)	1,735	Gallon	\$33.49	\$58,105.15
103	Waterborne Paint Striping - White (East Helena)	35	Gallon	\$33.49	\$1,172.15
104	Waterborne Paint Striping - Yellow (East Helena)	67	Gallon	\$33.49	\$2,243.83
105	Waterborne Paint Striping - White (Jefferson County)	34	Gallon	\$33.49	\$1,138.66
106	Waterborne Paint Striping - Yellow (Jefferson County)	26	Gallon	\$33.49	\$870.74
107	Waterborne Paint Striping - Yellow (Colorado Gulch RID)	29	Gallon	\$33.49	\$971.21
108	Waterborne Paint Striping - Yellow (Tenmile Cr. RID)	3	Gallon	\$33.49	\$100.47

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Non-discrimination against Firearms Entities/Trade Assoc. Verification

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: Andy Hunthausen

Title: Chair, Board of County Commissioners

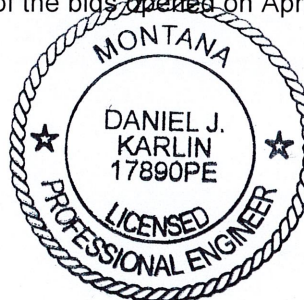
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Bid Tabs
Lewis and Clark County
2024 RID Crack Seal
April 23, 2024

ITEM		Quantity	Unit	Engineer's Estimate		Highmark Traffic Services	
				Unit Price	Total Price	Unit Price	Total Price
Unit Price Bid Items							
101	Waterborne Paint Striping - White (County Wide)	1577	Gallon	\$ 40.45	\$ 63,789.65	\$ 33.49	\$ 52,813.73
102	Waterborne Paint Striping - Yellow (County Wide)	1735	Gallon	\$ 40.45	\$ 70,180.75	\$ 33.49	\$ 58,105.15
103	Waterborne Paint Striping - White (East Helena)	35	Gallon	\$ 40.45	\$ 1,415.75	\$ 33.49	\$ 1,172.15
104	Waterborne Paint Striping - Yellow (East Helena)	67	Gallon	\$ 40.45	\$ 2,710.15	\$ 33.49	\$ 2,243.83
105	Waterborne Paint Striping - White (Jefferson County)	34	Gallon	\$ 40.45	\$ 1,375.30	\$ 33.49	\$ 1,138.66
106	Waterborne Paint Striping - Yellow (Jefferson County)	26	Gallon	\$ 40.45	\$ 1,051.70	\$ 33.49	\$ 870.74
107	Waterborne Paint Striping - Yellow (Colorado Gulch RID)	29	Gallon	\$ 40.45	\$ 1,173.05	\$ 33.49	\$ 971.21
108	Waterborne Paint Striping - Yellow (Tenmile Cr. RID)	3	Gallon	\$ 40.45	\$ 121.35	\$ 33.49	\$ 100.47
TOTAL Estimated Bid Price					\$ 141,817.70		\$ 117,415.94

I hereby certify that this tabulation of bids is a true representation of the bids opened on April 23, 2024.

Daniel Karlin, PE





CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title:
 - Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
 - Procurement method: **NOT APPLICABLE** Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
 - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** **NO**
 - **If YES, provide exemption/exception request form.**
-
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
 - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to \$50,000 performance and payment bond? **YES** **NO**
 - Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - **If YES, submit CGR form to Finance Department.**
 - Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:



Grant Award to Lewis and Clark County from the Montana Department of Commerce. (Ann McCauley)

Presented By:

Summary:

The Commissioners will consider a grant award from the Montana Department of Commerce in the amount of \$525,000 on behalf of Florence Crittenton Home and Services. Match in the amount of \$3,050,000 is being provided by Florence Crittenton. The period of performance is October 23, 2023 to June 30, 2026 and the grant agreement ends September 30, 2026.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:

Community Development Block Grant -
Economic Development

Grant/Contract number:

MT-CDBG-23ED-01

Funding source:

Federal Agency:

U.S. Housing and Urban Development (HUD)

State Agency:
ARRA funding?

MT Department of Commerce
No

Award amount:

\$525,000

Hard Match required:

\$3,050,000

Soft Match required:

Indirect Cost Rate amount:

Grant/Contract Period:

Start: 10/23/2023 **End:** 9/30/2026

Catalog of Federal Domestic Assistance number:

14.228

Separate fund needed for accounting purposes? No

Is this project in the current fiscal budget? No

If no, fill out and attach supplemental budget amendment form.

Are non federal assets (>\$15,000) going to be purchased? No

Are federal assets (>\$5,000) going to be purchased? No

Does Grant/Contract require interest to be earned? No

Grant/Contract based on: a reimbursement

Contact Person/Phone number: Ann McCauley, x8383

County Department: Grants

County Assigned Project number: CDBGFC

Salaries to be paid by grant? No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Report	Staff Report
<input type="checkbox"/> Grant Award	Contract



Grants and Purchasing Department Lewis and Clark County

406 Fuller Ave., Suite 361, Helena, MT 59623

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

e-mail: grants@lccountymt.gov

STAFF REPORT

Date: April 25, 2024
To: Board of County Commissioners
From: Ann McCauley, Director, Grants and Purchasing
RE: Grant Award to Lewis and Clark County from the Montana Department of Commerce for a CDBG Economic Development Grant

County Commission Hearing:**May 2, 2024 --- 9:00 a.m.**

I. EXECUTIVE SUMMARY:

The Montana Department of Commerce has awarded a Community Development Block Grant Economic Development (CDBG-ED) grant to Lewis and Clark County in the amount of \$525,000 for Florence Crittenton Home and Services (Contract #MT-CDBG-23ED-01). A subrecipient agreement will be executed with Florence Crittenton for the administration and implementation of this grant award. The Board of County Commissioners approved submission of a CDBG-ED grant application on behalf of Florence Crittenton on May 30, 2023. The grant award is \$525,000 and \$3,050,000 in matching funds is being provided by Florence Crittenton through secured grants. The CDBG-ED grant's period of performance is October 23, 2023, through June 30, 2026.

Work to be accomplished under this grant includes renovation of the north wing of Florence Crittenton's Cooney building. This work is being done with other renovation work to expand Florence Crittenton's childcare, residential, and therapy programs. A CDBG-ED program requirement is the creation and/or retention of jobs, including low- to moderate-income jobs and the award amount is based on the number of jobs created and retained (\$35,000/job). Through this project, eleven positions will be created and four retained with at least eight positions being held or made available to low- to moderate-income individuals.

II. REQUEST:

To accept the CDBG Economic Development grant award from the Montana Department of Commerce.

III. STAFF RECOMMENDATION:

Approval.

IV. ATTACHMENTS:

- Grant Award Contract #MT-CDBG-23ED-01

**MONTANA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT #MT-CDBG-23ED-01**

This agreement ("Contract") is entered into by the Lewis and Clark County, Montana ("Grantee") and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for activities approved by the Department under the Community Development Block Grant Program ("CDBG" or "Program").

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 1, Part 1 of the Montana Code Annotated ("MCA") and Title 8, Chapter 94, Subchapter 37 of the Administrative Rules of Montana ("ARM").

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by reference and the representations made herein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable parts of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§ 5301, *et seq.*; the applicable Department of Housing and Urban Development (HUD) regulations, include but are not limited to, 24 CFR Part 570 and Form HUD-4010, as now in effect or as amended during the term of this Contract. The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *CDBG/NSP Grant Administration Manual* and *CDBG Application & Guidelines for Affordable Housing Development and Rehabilitation, Community and Public Facilities, and Economic Development Grants*, as amended.

- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.
- (d) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality (DEQ) and obtain all applicable federal, state, and local permits required for the Project. If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on September 30, 2026 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between October 23, 2023 and June 30, 2026. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2026.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for

an extension must be submitted at least sixty (60) days prior to September 30, 2026.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract as set forth in the Grantee's application for Program assistance, including any amendments, approved by the Department. The Grantee will use Program funds to meet the CDBG Low and Moderate Income National Objective for the following major components of the Project:

- Renovation and expansion of the Cooney's Building North Wing;
- Creation of eleven (11) new positions of which at least six (6) will be held by or made available to low to moderate income individuals;
- Retention of four (4) positions of which at least two (2) will be held by or made available to low to moderate income individuals; and
- Limited administration of this Contract pursuant to the most current version of the *CDBG Application & Guidelines for Affordable Housing Development and Rehabilitation, Community and Public Facilities, and Economic Development Grants*, as amended.

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$525,000.
- (b) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.
- (c) For cumulative budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, Department approval of the Request for Reimbursement form will constitute approval of the budget adjustment. The Grantee shall describe the rationale for a budget adjustment in the Project Progress Report and note the adjustments in the Request for Reimbursement and Status of Funds Report submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in advance by the Department.
- (d) PROGRAM INCOME

- (i) The Grantee may retain program income received before Project closeout, but such income must be treated as additional CDBG funds and subject to all applicable requirements governing the use of CDBG funds.
 - (ii) If the Grantee chooses to retain program income received before Project closeout, a preliminary program income plan in compliance with the most recent version of the Department's Program Income Manual for Revolving Loan Funds must be developed and submitted for review and written approval by the Department.
 - (iii) Grantee will record receipt and expenditure of retained program income as part of the financial transactions of the Project.
 - (iv) At the end of each calendar year during the term of this Contract, the Grantee must remit all program income balances (including investments thereof) held by the Grantee, its contractors, subcontractors, and sub recipient entities that exceed one-twelfth of the Department's total award to the Grantee, to be placed in the Grantee's funding reserve.
 - (v) The Grantee must expend substantially all program income it receives before requesting additional CDBG funds. The Department will deduct the amount of program income on hand, shown on the drawdown form, from the amount requested by the Grantee.
 - (vi) If the Grantee desires to retain program income received after Project closeout, the Grantee must execute a grant closeout agreement with the Department at the time of closeout that describes the Grantee's responsibility for compliance with requirements governing program income received subsequent to grant closeout.
- (e) Any authorized funds not obligated on or before the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be expended to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Helena, Montana.
- (b) The Grantee shall provide the Department, HUD, Comptroller General of the

United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

- (c) The Grantee agrees to include in first-tier subcontracts under this Contract a clause substantially similar to Section 8, subsections (a) and (b).

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:
Mackenzie Espeland (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2794
Mackenzie.Espeland@mt.gov

For the Grantee:
Ann McCauley (or successor)
LCC Grants Administrator
316 North Park Avenue
Helena, Montana 59623
406-407-8383
amccauley@lccountymt.gov

Section 10. SPECIAL CONTRACT CONDITIONS

- (a) If the Grantee has not completed all special contract conditions by June 30, 2024, this Contract may be terminated by the Department. The Grantee will not obligate or use Program funds for any Project activities until:
- (i) The Grantee completes an Environmental Review Record and the Department issues a Notice of Release of Funds; however, upon receiving written authorization from the Department, the Grantee may incur administrative costs necessary for the preparation of the Environmental Review Record defined as exempt under 24 CFR Part 58.
 - (ii) The Grantee completes the civil rights activities described in Chapter 5 "Civil Rights," of the current version of the Department's *CDBG/NSP Grant Administration Manual*. The Department may, in its sole discretion, defer certain elements of this requirement.
 - (iii) Other conditions, as needed, including the Signature Certification and Designation of Depository Form.

- (iv) For any projects or portions thereof that the Grantee intends to contract or subcontract to a third party, the Grantee must submit to the Department an acceptable interlocal/subrecipient agreement executed between the parties.
- (v) The Grantee must submit to the Department evidence of the firm commitment of the other financial resources necessary for the completion of the Project as defined in Section 3 and Exhibit B. If there are any changes to the Project Management Plan, Implementation Schedule, or Budget during the administration of the Project, the Grantee must submit an updated version for approval to the Department.
- (b) Within six (6) months of the earlier date identified in Section 5(b), the Grantee must complete all necessary arrangements to ensure that the other financial resources necessary for Project completion are available for commitment and participation in order to guarantee timely Project completion. If the Grantee fails to secure the commitment of all other financial resources for the Project within this timeline, the Department will withdraw the tentative award and reallocate the funds, unless the Grantee can demonstrate the existence of unusual or extenuating circumstances that justify an extension of time.

Section 11. METHOD OF REIMBURSEMENT

- (a) The Department will use Program funds to fund Program activities that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project. In drawing against the reserved amount, the Grantee will follow the instructions supplied by the Department.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the award date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee documents that all applicable permits for the project have been obtained, as required in Section 4(c).

- (d) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *CDBG Application & Guidelines for Housing, Public Facilities, and Economic Development Planning Grants*, as amended, and the *CDBG/NSP Grant Administration Manual*, or any expenses not adequately supported by the Grantee's records. Reimbursement for any Project expenses incurred is contingent on the Grantee's successful completion of Section 10.
- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (f) The Department may, at its discretion, withdraw from the Grantee the commitment of any CDBG funds that remain undispersed 24 months after the earlier date identified in Section 5(b).
- (g) The Department is allowed fifteen (15) business days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (i) The Department will withhold two percent (2%) of the total authorized grant award until all tasks outline in Section 6 are completed and approved by the Department and the Grantee's Project completion report is received and approved by the Department. Prior to receipt of the Project completion report, the Department may authorize release of part or all of the withheld amount when situations occur that would result in an undue financial hardship to the Grantee as long as the Grantee has demonstrated effective overall management of the Project and if applicable, satisfactorily managed previous Program projects.
- (j) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.

- (k) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (l) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (m) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources. When applicable, the Grantee's travel expenses, meals, and lodging will be reimbursed at the prevailing state rate at the time such expense is incurred.
- (n) The Department, in its sole discretion, may allow the Grantee to amend Section 6. The Department will review the following: likelihood to expend all grant funds prior to the deadline in Section 5(b); progress toward completion of the Project; good faith effort to comply with any of the duties, terms, and conditions of this Contract; and the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an amendment to Section 6 must be submitted at least sixty (60) days prior to the termination date of this Contract.
- (o) If any obligations remain as of Project closeout and contract termination, the Department and the Grantee will prepare and execute a Closeout Agreement specifying the conditions and requirements governing the remaining obligations, in accordance with the requirements set forth in 24 CFR § 570.509(c).

Section 12. REPORTING REQUIREMENTS

- (a) Quarterly Update Report: During the term of this Contract, the Grantee will submit a quarterly update report, if requested by the Department. This report shall follow the report format specified in the most recent version of the *CDBG Application & Guidelines for Housing, Public Facilities, and Economic Development Planning Grants*, and must describe the status of the Project with respect to the activities set forth in Section 6, including, at a minimum, the percentage complete, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered and any necessary scope, implementation or budget modifications requested.
- (b) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in

Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.

- (c) Status of Fund Reporting: During the term of this Contract, the Grantee will submit a Status of Funds Report with any request for funds.
- (d) Project Completion Report: Within 60 days of Project completion, the Grantee will submit a final Project completion report for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out. If the Grantee fails to submit a Project completion report within 60 days, the Department may reallocate any remaining Project funds for other Program activities.

Section 13. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department. Failure by the Grantee to proceed with reasonable promptness to take necessary corrective action(s) will be a default. If the Grantee's corrective action(s) remain unacceptable, the Department may terminate this Contract in whole or in part pursuant to Section 18.

Section 14. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

Section 15. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 16. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Grantee may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Grantee is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

Section 17. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 18. TERMINATION OF CONTRACT

This Contract may be terminated in whole or in part as follows or as otherwise provided in this Contract:

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any

costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 19. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

Section 20. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Sections 2-7-503, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract.

Section 21. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with the provisions of applicable HUD regulations (24 CFR § 570.489) and with applicable Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-

2106, and 7-5-4109, MCA, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.

- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 22. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 23. OWNERSHIP AND PUBLICATION OF MATERIALS

- (a) All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.
- (b) To the extent the funds awarded under this Contract will be used by any small business firm or nonprofit organization, as defined in 37 CFR § 401.2, such firm(s) or organization(s) are subject to the standard patent rights clause set forth in its entirety in 37 CFR § 401.14 and specifically incorporated herein by this reference.

Section 24. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) Primary Insurance: Grantee's insurance coverage must be primary insurance with respect to the State of Montana, its elected or appointed officers, officials, employees, or volunteers and the State's insurance will not contribute with it.
- (c) General Liability Insurance: At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (d) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (e) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

- (f) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at <http://rmt.d.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building related to the use of grant proceeds, and all related improvements and contents therein, on a replacement cost basis throughout the term of the Contract.

Section 25. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 26. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 27. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency or otherwise ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Section 28. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an

event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 29. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 30. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 31. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 32. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

Section 33. PROPERTY MANAGEMENT

Title to real property or equipment acquired under this Contract or a subcontract thereto will vest, upon acquisition, in the Grantee or subgrantee, respectively. The Grantee or subgrantee shall use, manage, and dispose of this property or equipment in accordance with the applicable requirements set forth in 24 CFR part 570 and 2 CFR part 200. All real property within the Grantee's control that was acquired or improved in whole or in part using the CDBG funds awarded pursuant to this Contract shall be subject to the standards set forth in 24 C.F.R. § 570.505 during the duration of this Contract term and for five years after closeout of the Project. In all cases in which equipment acquired pursuant to this Contract is sold, the proceeds shall be program income. The parties intend that obligations in this section shall survive termination of the Contract.

Section 34. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

LEWIS AND CLARK COUNTY:

Andy Hunthausen, Commission Chair

Date

ATTEST:

Amy Reeves, Clerk and Recorder

APPROVED AS TO FORM:

Nicholas Hash, Attorney

MONTANA DEPARTMENT OF COMMERCE:

Mandy Rambo, Deputy Director

Date

EXHIBIT A

Implementation Schedule

TASK	QUARTERS, 2023				QUARTERS, 2024			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
<u>PROJECT DESIGN</u>								
Commence Final Design								
Complete Project Design								
Submit Plans to DEQ			X					
Prepare Bid Documents			X	X				
Finalize Acquisition				N/A				
<u>ADVERTISEMENT FOR CONST. BID</u>								
Review Contract Requirements				X	X			
Public Bid Advertisement			X		X			
Open Bids & Examine Proposals				X	X			
Request Contr. Debarment Review				X	X			
Select Contractor & Award Bid			X	X	X			
Conduct Pre-Const. Conference					X			
Issue Notice to Proceed to Contractor					X			
<u>PROJECT CONSTRUCTION</u>								
Begin Construction					X			
Monitor Engineer & Contractor					X	X	X	
Conduct Labor Compliance Reviews					X	X	X	
Hold Const. Progress Meetings					X	X	X	
Final Inspection							X	X
<u>PROJECT CLOSE OUT</u>								
Submit Final Drawdown							X	X
Project Completion Report/Final Certification							X	X
Contract End Date								2026

EXHIBIT B
Budget

ADMINISTRATION	CDBG	Property Acquisition	Florence Crittenton Funds	TOTAL
Grant Administration - Personnel	\$10,000			\$10,000
Grant Administration - Professional Services	\$5,000			\$5,000
TOTAL ADMINISTRATION	\$15,000			\$15,000
CONSTRUCTION RELATED ACTIVITY				
Land/Building Acquisition		\$3,000,000		\$3,000,000
Engineering				
Construction	\$510,000		\$50,000	\$560,000
Contingency				
TOTAL ACTIVITY	\$510,000	\$3,000,000	\$50,000	\$3,560,000
TOTAL PROJECT BUDGET	\$525,000	\$3,000,000	\$50,000	\$3,575,000

Contract Information Sheet

Division staff are required to complete the items in blue print.		Last Revised September 2023	
Contract Number:	MT-CDBG-23ED-01	Original Contract Amount:	525,000.00
Contractor's Name:	Lewis & Clark County	Amount of Prior Amendments:	-
Contractor Liaison:	Ann McCauley	Current Amendment Amount:	
Contractor's Liaison Email:	amccauley@lccountymt.gov	Total Contract Value:	525,000.00
Approved to Form Name:	Nicholas Hash	Funding Source:	Federal
Approved to Form Email:	pkunz@lccountymt.gov	Program Number/Division:	60 - Community MT
Contractor (signee) Name:	Andy Hunthausen	Org Number:	606022
Contractor's Email:	bocc@lccountymt.gov	Vendor Number:	23541
Contractor's Address:	316 N Park Ave	Project Name (optional):	CDBG-23ED-01
Contractor's Address 2:	Helena, MT 59623	Start Date:	Upon Execution
Attest Name:	Amy Reeves	End Date:	9/30/2026
Attest Email:	areeves@lccountymt.gov	Absolute End Date:	
Delegation:	Commerce		
Procurement Method:	Exempt*		
Contract Type:	Grant		
Contract Usage:	Fixed		
Purpose of this contract/amendment:	Delegation Agreement Section 5.1 * Grants with governments. Provide funding to the Grantee for activities approved by the Department under the Community Development Block Grant Program ("CDBG" or "Program").		
Scope & duties of this contract:	Renovation and expansion of the north wing of the Cooney building, creation of 15 jobs, 51% of which to be held by LMI Individuals.		

Liaison:	Mackenzie Espeland	Program Manager:	galen.steffens@mt.gov
Liaison Email:	mackenzie.espeland@mt.gov	Bureau Chief:	
Liaison Phone:	406.841.2794	Additional Email:	
Signatures:	DocuSigned by: Galen Steffens 4/17/2024		
Division Administrator		Copies To:	
		Liaison	<input checked="" type="checkbox"/>
Fiscal Review		Director (> \$200K)	<input type="checkbox"/>
Legal Counsel		Deputy Director (<\$25K)	<input type="checkbox"/>
Deputy Director		Perceptive	<input checked="" type="checkbox"/>
OBPP			
Information Technology			
SITSD			

Certificate Of Completion

Envelope Id: DC4AB9EF88A34AFFB264D65C31F55D9F

Status: Sent

Subject: Montana Department of Commerce Contract #MT-CDBG-23ED-01 for Signature

Source Envelope:

Document Pages: 19

Signatures: 1

Envelope Originator:

Certificate Pages: 6

Initials: 0

Contracts Admin

AutoNav: Enabled

PO Box 200501

Enveloped Stamping: Enabled

301 S. Park Ave

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Helena, MT 596200501

doccontracts@esign.mt.gov

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4/11/2024 3:30:23 PM

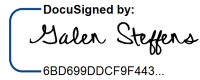
doccontracts@esign.mt.gov

Signer Events**Signature****Timestamp**

Galen Steffens

galen.steffens@mt.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:

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Sent: 4/11/2024 3:39:24 PM

Viewed: 4/17/2024 2:57:05 PM

Signed: 4/17/2024 2:57:17 PM

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.87.36

Electronic Record and Signature Disclosure:

Accepted: 4/17/2024 2:57:05 PM

ID: 2ed9f3bc-5284-439f-84c4-c151c40884e7

Judy Clay

judy.clay@mt.gov

Security Level: Email, Account Authentication
(None)

Sent: 4/17/2024 2:57:19 PM

Electronic Record and Signature Disclosure:

Accepted: 4/11/2024 2:46:03 PM

ID: 621b97f8-2098-4b50-b0da-1a1de3d82a0b

Amy Barnes

AmyBarnes@mt.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/17/2024 8:09:13 AM

ID: 76693c5d-68b0-4330-8af1-754e67cff0ff

Mandy Rambo

Mandy.rambo@mt.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Amy Sassano

asassano@mt.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/11/2024 6:41:19 PM

ID: 491d2641-8aa7-4799-941e-490a76714490

Signer Events	Signature	Timestamp
Nicholas Hash pkunz@lccountymt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/4/2024 9:07:16 AM ID: eac9d6d6-725e-4353-8537-f457487fdfa9		
Andy Hunthausen bocc@lccountymt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/4/2024 3:27:02 PM ID: e184c570-3910-4373-afd4-614af91c368f		
Amy Reeves areeves@lccountymt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/12/2024 1:50:57 PM ID: 92e58e8a-fb83-4a78-b115-cfcc9dcae5cf		
Mandy Rambo Mandy.rambo@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Mackenzie Espeland Mackenzie.espeland@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/16/2024 4:32:47 PM ID: 7fdf0895-7c42-407a-9b60-1ca6a711e9ce	COPIED	Sent: 4/11/2024 3:39:24 PM Viewed: 4/11/2024 3:40:56 PM
Ann McCauley amccauley@lccountymt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/17/2024 2:57:19 PM Viewed: 4/17/2024 3:05:20 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/11/2024 3:39:24 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact MT Dept of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: doccontracts@mt.gov

To advise MT Dept of Commerce of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at doccontracts@mt.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from MT Dept of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with MT Dept of Commerce

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.



Subrecipient Agreement Between Lewis and Clark County and Florence Crittenton Home and Services. (Ann McCauley)

Presented By:

Summary:

The Commissioners will consider a subrecipient agreement with Florence Crittenton Home and Services for a Community Development Block Grant - Economic Development grant award in the amount of \$525,000. The agreement's period of performance is October 23, 2023 to June 30, 2026, and the agreement terminates on August 31, 2026.

Legal Review Required:

ATTACHMENTS:

Description	Type
□ Staff Report	Staff Report
□ Subrecipient Agreement	Contract



Grants and Purchasing Department

Lewis and Clark County

406 Fuller Ave., Suite 361, Helena, MT 59601

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

e-mail: grants@lccountymt.gov

STAFF REPORT

Date: April 25, 2024

To: Board of County Commissioners

From: Ann McCauley, Grants and Purchasing Director

RE: Subrecipient Agreement between Lewis and Clark County and Florence Crittenton Home and Services

County Commission Hearing:

May 2, 2024 --- 9:00 a.m.

I. EXECUTIVE SUMMARY:

Lewis and Clark County and Florence Crittenton Home and Services propose a sub-recipient agreement to implement the recently awarded Community Development Block Grant-Economic Development grant from the Montana Department of Commerce (Contract # MT-CDBG-23ED-01). Through this sub-award, Florence Crittenton will renovate the north wing of their Cooney Facility and create and retain fifteen positions, of which at least eight will be for low- to moderate-income individuals. The subrecipient agreement is for a total of \$525,000 in CDBG funding with Florence Crittenton providing \$3,050,000 in cash match. The period of performance is October 23, 2023, through June 30, 2026, and the agreement terminates August 31, 2026.

II. REQUEST:

To approve the Sub-Recipient Agreement between the County and Florence Crittenton Home and Services for execution of a CDBG Economic Development grant award.

III. STAFF RECOMMENDATION:

Approval.

IV. ATTACHMENTS:

- Sub-Recipient Agreement to Provide CDBG Program Services

SUBRECIPIENT AGREEMENT TO PROVIDE CDBG PROGRAM SERVICES

THIS SUBRECIPIENT AGREEMENT is entered into by Lewis and Clark County, a political subdivision of the State of Montana, herein "County", and Florence Crittenton Home and Services, herein "Subrecipient," 3404 Cooney Dr., Helena, MT 59602, Unique Entity Identifier (UEI) is S54QBKUJLF3.

RECITALS

WHEREAS, the County is the recipient of a Community Development Block Grant Economic Development (CDBG-ED) award (Contract # MT-CDBG-23ED-01) from the Montana Department of Commerce, herein "Department," through a U.S. Department of Housing and Urban Development (HUD) allocation awarded October 23, 2023, which will be used to fund this Agreement; and

WHEREAS, the Community Development Block Grant is recognized by the Assistance Listing #14.228; and

WHEREAS, the County desires to engage the Subrecipient to administer and implement the CDBG Program identified below as a Subrecipient of the above referenced CDBG award; and

WHEREAS, this Agreement will meet one or more CDBG National Objectives and will be administered by the Subrecipient consistent with HUD regulations.

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

SECTION 1. ACCEPTANCE OF PROGRAM REQUIREMENTS

- A. Agreement is a Sub-award: This Agreement constitutes a sub-award of a portion of a certain federal community development block grant (CDBG) award made by the U.S. Department of Housing and Urban Development to Lewis and Clark County as grantee, and in turn from the County to the Subrecipient as a Subrecipient of that award. Certain information pertaining to this federal award is required to be included as a part of this Agreement pursuant to 2 CFR §200.331 and is set forth in Exhibit A.
- B. National Objectives: All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: (1) benefit low and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR §570.208. The Subrecipient certifies that each activity carried out under this Agreement will meet one or more of the foregoing National Objectives

indicated in Exhibit B, together with a description of how each National Objective will be met.

- C. The Subrecipient will comply with all applicable parts of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§ 5301, et seq.; the applicable Department of Housing and Urban Development (HUD) regulations, include but are not limited to, 24 CFR Part 570 and Form HUD-4010, as now in effect or as amended during the term of this Agreement. The Subrecipient will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Agreement. Subrecipient will comply with all administrative directives and procedures that may be established or amended by the Montana Department of Commerce for the Program, including the most current version of the *CDBG/NSP Grant Administration Manual and CDBG Application & Guidelines for Affordable Housing Development and Rehabilitation, Community and Public Facilities, and Economic Development Grants*, as amended.
- D. The Subrecipient agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Subrecipient in paragraph (C) of this Section.
- E. The Subrecipient agrees to repay to the County and Department any funds advanced under this Agreement that the Subrecipient, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Agreement, expends in violation of the terms of this Agreement, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.
- F. The Subrecipient agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality (DEQ) and obtain all applicable federal, state, and local permits required for the Project. If no DEQ standards are applicable to the Project, the Subrecipient agrees that the Project will adhere to generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities or Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.

SECTION 2. SCOPE OF SERVICES

Subrecipient will be responsible for administering and completing the awarded community facility planning project in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. The Subrecipient will use Project funds for the following major components:

- Renovation and expansion of the Cooney's Building North Wing;
- Creation of eleven (11) new positions of which at least six (6) will be held by or made available to low to moderate income individuals;
- Retention of four (4) positions of which at least two (2) will be held by or made available to low to moderate income individuals; and
- Grant administration and management of CDBG funding award in accordance with the most current version of the CDBG/NSP Grant Administration Manual and CDBG Application & Guidelines for Affordable Housing Development and Rehabilitation, Community and Public Facilities, and Economic Development Grants, as amended.

SECTION 3. EFFECTIVE DATE AND TIME OF PERFORMANCE

- A. Effective Date: This Agreement shall take effect upon execution by the parties and will terminate on August 31, 2026, or upon approval of the Project completion report by the Department of Commerce, whichever is later, unless otherwise terminated in accordance with this Agreement.
- B. Time of Performance: All authorized expenses to be reimbursed must be incurred by the Subrecipient between October 23, 2023, and June 30, 2026. All requests for reimbursement must be submitted to the County within sixty (60) days after June 30, 2026.
- C. Implementation Schedule: The activities to be performed by the Subrecipient will be completed according to the implementation schedule set forth in Exhibit B. The Subrecipient may modify the implementation schedule set forth in Exhibit B only with prior written approval of the County and the Montana Department of Commerce.
- D. Agreement Extension: The County may grant an extension to this Agreement upon request by the Subrecipient if the County and Montana Department of Commerce determines, at their sole discretion, that the Subrecipient has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Agreement, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Subrecipient's control. A written request for an extension must be submitted at least sixty (60) days prior to June 30, 2026.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT

- A. Maximum Compensation: The County agrees to pay the Subrecipient a total amount not to exceed **\$525,000**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete

compensation for the Subrecipient's Services under this Agreement, including all expenditures made and expenses incurred by the Subrecipient in performing the Services specified in Section 1(D) of this Agreement and set forth in the Budget in Exhibit B. The Subrecipient agrees to provide documentation of non-federal, local cash matching funds in the amount of **\$3,050,000** in accordance with cost sharing or matching for federal awards as provided in 2 CFR §200.306.

- B. Funding Source and Cost Allocation: If more than one funding source is used, a separate budget for each funding source is required. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approvals, in a form specified by the County.
- C. Budget: A preliminary Project budget is provided in Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Subrecipient shall provide the County with a final Project budget that will, upon receipt and approval by the Montana Department of Commerce, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Agreement, binding upon the Subrecipient. The final Project budget shall not exceed the maximum compensation allowed for in Section 4(A). Any authorized funds not expended under this grant by the later date referenced in Section 3(B) or otherwise accounted for in accordance with the provisions of this Section will revert to the Montana Department of Commerce.
- D. Budget Revisions: For cumulative budget adjustments of \$5,000 or less between line items of the Program portion of the budget in Exhibit B, the Subrecipient shall describe the rationale for a budget amendment in the Project Progress Report and note the adjustments in the reimbursement and Status Funds Report submitted to the County. County approval of the Project Progress Report and reimbursement request will constitute approval of the budget adjustment. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be requested in writing and approved in advance by the County and the Department. Any budget revisions must be eligible expenditures under this Agreement.
- E. Method of Payment:
 - 1) The County agrees to reimburse the Subrecipient on a cost reimbursement basis for eligible Project costs incurred on or after the award date identified in Section 3(B) upon the successful completion of activities set forth in Section 2. Only those costs which are allowable under the terms of this Agreement and Exhibit B shall be reimbursed. All reimbursements must be supported by adequate documentation provided by the Subrecipient and

require County approval of the Subrecipient's request for reimbursement. In requesting reimbursement, the Subrecipient will follow the instructions supplied by the County. Subrecipient shall supply such additional documentation as the County may require. Checks issued by the Subrecipient to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.

- 2) The County shall withhold reimbursement to the Subrecipient for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Subrecipient is in full compliance with all the terms of this Agreement. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR §200.302.
 - 3) The County will withhold two percent (2%) of the total authorized grant award until all tasks outlined in Section 2 are completed and approved by the County and the Department, including the Project Completion Report described in Section 5.
 - 4) The County may reduce the Subrecipient's amount of awarded Program funds provided by this agreement if actual Project expenses are lower than projected in the Budget in Exhibit B or the Subrecipient obtains a greater amount of grant funds from other sources than as presented in the Project application.
 - 5) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with Agreement requirements.
 - 6) If any obligations remain as of Project closeout and Agreement termination, the County, in consultation with the Montana Department of Commerce, and the Subrecipient will prepare and execute a Closeout Agreement specifying the conditions and requirements governing the remaining obligations, in accordance with the requirements set forth in 24 CFR § 570.509(c).
- F. Program Income: For the purposes of this Agreement, "Program Income" means gross income, including interest earned on County Funds, or received by the Subrecipient which is directly generated from the use of County funds. When Program Income is generated by an activity that is only partially assisted with County funds, the Program Income shall be prorated to reflect the percentage of said funds. Program Income received may be retained by the Subrecipient and will be used for the purposes specified in the Goals and Objectives and Scope of Services of this Agreement and is subject to the same rules and regulations of this Agreement. Any Program Income on hand when

the Agreement expires or is terminated as provided herein or received after the Agreement's expiration shall be paid to the County.

- G. Special Provisions: The availability of federal funds for the activities covered by Section 2 outlined herein and for performance of this Agreement, depends solely on the provision of said funds to the County by the Montana Department of Commerce/U.S. Department of Housing and Urban Development. The County assumes the responsibility for payment of the compensation due to the Subrecipient under this Agreement only to the extent funds for such compensation are made available to the County by Montana Department of Commerce/U.S. Department of Housing and Urban Development.

SECTION 5. REPORTING REQUIREMENTS

During the term of this Agreement, the Subrecipient will submit the following reports as requested by the County. All reports shall follow the report format specified in the most current version of the Montana Department of Commerce's *CDBG Application & Guidelines for Housing, Public Facilities, and Economic Development Planning Grants*.

- Quarterly Update Report: Quarterly update reports shall be submitted for each quarter during the period of performance and are due to the County no later than fifteen (15) days after the end of the reporting quarter. Reports must include the status of the project with respect to the activities set forth in Section 2 above, including, at a minimum, the percentage complete, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered and any necessary scope, implementation or budget modifications requested.
- Project Progress Reports: Project progress reports must be submitted to the County in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 2, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Subrecipient is requesting in the Project scope of work, budget, or implementation schedule. The County, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the County.
- Status of Funds Reporting: During the term of this Agreement, the Subrecipient will submit a Status of Funds Report with any request for funds.

- Project Completion Report: Upon completion of the Project, the Subrecipient will submit a final Project completion report for County approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. The Project Completion Report is due to the County within forty-five (45) days of Project completion.

SECTION 6. PROJECT MONITORING

The County or any of its authorized agents may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with Section 1(D) of this Agreement, the proper use of funds, and other technical and administrative requirements of this Agreement, including the adequacy of the Subrecipient's records and accounts. The County may advise the Subrecipient of any specific areas of concern and provide the Subrecipient opportunity to propose corrective actions acceptable to the County. Failure by the Subrecipient to proceed with reasonable promptness to take necessary corrective action(s) will be a default. If the Subrecipient's corrective action(s) remain unacceptable, the County may terminate this Agreement in whole or in part pursuant to Section 24.

SECTION 7. FISCAL AGENT, PURCHASING AGENT, AND PERSONNEL AGENT

- A. The Subrecipient shall serve as its own fiscal agent, purchasing agent, and personnel agent.
- B. The Subrecipient shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to Generally Accepted Accounting Principles (GAAP) and management standards and practices.

SECTION 8. REFERENCES TO FEDERAL REGULATIONS AND STATE AND COUNTY LAWS

- A. Federal regulations: The federal regulations which the County and Subrecipient are required to follow are found under the Code of Federal Regulations (CFR). Citations to the CFR in this Agreement are by the number of the CFR title followed by either the Part number or Section number in that particular title (e.g., 24 CFR Part 570; 24 CFR §570.502). The complete text of any regulation cited in this Agreement may be accessed under the electronic Code of Federal Regulations maintained by the U.S. Government Printing Office website at ecfr.gov. It is the responsibility of the Subrecipient to read and comply with the requirements of all federal regulations cited in this Agreement as well as citations and references contained within the body of those regulations.

- B. State and Local Laws: The state statutes which the County and Subrecipient are required to follow are found under the Montana Code Annotated (MCA), 2023. Citations in this Agreement are to the number of the chapter followed by the article number and section number (e.g., MCA §7-1-1). The complete text of any statute cited in this Agreement may be accessed electronically at the Montana State Legislature website.

SECTION 9. RESTRICTIONS ON USE OF FUNDS

- A. The funds provided are subject to the CDBG Regulations under 24 CFR Part 570.
- B. The funds provided are subject to the federal government's Office of Management and Budget regulations under 2 CFR Part 200 that provide uniform grant guidance on the use of these funds and the responsibilities of the Subrecipient.
- C. The Subrecipient must establish and use a set of written accounting policies which meet the minimum standards established by the County for financial management (2 CFR §200.302).
- D. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low- and moderate-income residents, defined under 24 CFR §570.200 et seq.
- E. The federal funding in this Agreement shall not be used if there is another source of federal funding for the activities provided hereunder by the Subrecipient, unless there is written approval by each of the federal agencies who provide the particular grant awards.

SECTION 10. REVERSION OF ASSETS

Upon the expiration of this Agreement, the Subrecipient shall transfer to the County any federally appropriated funds provided by the County to Subrecipient, as provided under 24 CFR §570.502, §570.503 and §570.505. Furthermore, upon the expiration of this Agreement, the Subrecipient shall transfer to the County any County Funds on hand at the time of expiration and any accounts receivable attributed to the use of County Funds appropriated for this Agreement. The Subrecipient shall ensure that any property that was acquired or improved in whole or in part with federal or County Funds complies with the Scope of Services Section of this Agreement.

SECTION 11. INDEPENDENT SUBRECIPIENT AND PERSONNEL

- A. Neither the Subrecipient nor its employees are considered to be employees of Lewis and Clark County for any purpose whatsoever and are not entitled to any benefits from the County under the provisions of MCA §39-71. The Subrecipient is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
- B. The Subrecipient represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- C. All the Services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- D. None of the work or the Services covered by this Agreement shall be subcontracted without prior written approval of the County. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement and shall be further subject to the provisions of 2 CFR §200.318 through §200.326 governing procurement.
- E. Subrecipient will abide by the provisions of 2 CFR §200.420 through §200.475, which provide general provisions for select items of cost, including compensation and fringe benefits for personal service.

SECTION 12. INDEMNIFICATION

Subrecipient shall indemnify and hold the County harmless from any and all claims, suits, liability, loss, or damage caused by or arising out of any mitigation work conducted under this Agreement, provided that the County promptly notify Subrecipient in writing of its receipt of any notice of the existence of any such claims or action.

SECTION 13. INSURANCE AND WORKERS' COMPENSATION ACT

- A. General Requirements: Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Agreement, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Agreement by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The County, its officers, officials, employees, and volunteers must be covered as

additional insurers for all claims arising out of the use of grant proceeds provided by the County.

- B. General Liability Insurance: Subrecipient agrees to maintain general liability insurance with minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate per year. All insurance coverage must be from an insurance carrier licensed to do business in the State of Montana. Subrecipient agrees to furnish proof of insurance to the County prior to commencing work under this agreement. The County must be listed as additional insured on the general liability insurance certificate for this agreement. Insurance certificates are attached to this Agreement as Exhibit C.
- C. Property Insurance: At its sole cost and expense, the Subrecipient shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building related to the use of grant proceeds, and all related improvements and contents therein, on a replacement cost basis throughout the term of the Agreement. Insurance certificates are attached to this Agreement as Exhibit C.
- D. Workers' Compensation: Subrecipients are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Subrecipient nor its employees are employees of the County. This insurance/exemption must be valid for the entire term of the Agreement. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Agreement execution. Workers' Compensation certificate or documentation is attached to this Agreement as Exhibit C.

SECTION 14. ACCESS TO AND RETENTION OF RECORDS

- A. The Subrecipient agrees to create and maintain records supporting the services covered by this Agreement, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Agreement or the conclusion of any claim, litigation, or exception relating to the Agreement taken by the County or third party, whichever is later.
- B. The Subrecipient shall provide the County, Montana Department of Commerce, HUD, Comptroller General of the United States, Montana Legislative Auditor,

or their authorized agents access to any records necessary to determine contract compliance.

- C. The Subrecipient agrees to include in first-tier subcontracts under this Agreement a clause substantially similar to Section 14 (A) and (B).

SECTION 15. REPRESENTATIONS IN PROPOSAL

The County has relied on all representations in the Subrecipient's CDBG Community and Public Facilities application for fiscal year 2021 in awarding this Agreement and the Subrecipient warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the Agreement and the Subrecipient shall owe all amounts paid to it as liquidated damages.

SECTION 16. LIAISONS

All project management and coordination on behalf of the County shall be through a single point of contact designated as the County's liaison. Subrecipient shall designate a liaison that will provide the single point of contact for management and coordination of Subrecipient's work. All work performed pursuant to this Agreement shall be coordinated between the County's liaison and the Subrecipient's liaison. The liaisons for this Agreement are:

For the Subrecipient:

Carrie Krepps, or successor
Executive Director
Florence Crittenton Home and Services
3404 Cooney Dr.
Helena, MT 59602
406-442-6950 x202
carriek@florencecrittenton.org

For the County:

Ann McCauley, or successor
Director, Grants and Purchasing Department
Lewis and Clark County
316 N. Park Avenue, Rm. 225
Helena, MT 59623
406-447-8383
amccauley@lccountymt.gov

SECTION 17. NOTICE

All notices required under the provisions of this Agreement must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

SECTION 18: COMPLIANCE WITH LAWS AND REGULATIONS

- A. Applicable Federal, State, and Local Regulations: Subrecipient shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Subrecipient is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Subrecipient subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Subrecipient agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.
- B. Lobbying: The Subrecipient understands that utilization of any federally appropriated funds provided to the Subrecipient by the County pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Subrecipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.
- C. Accountability in Government: The Subrecipient understands and will comply with the Montana Government Accountability Act, MCA §2-11-1.
- D. No Collusion: The Subrecipient covenants and warrants that this Agreement is entered into by the Subrecipient without collusion on the part of the Subrecipient with any person or firm, without fraud and in good faith. The Subrecipient also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

- E. Small, Minority, and Women's Business: The Subrecipient will use its best effort to afford small businesses, minority business, enterprises, women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in the Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S. C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SECTION 19. DEBARMENT, SUSPENSION, INELIGIBILITY AND EXCLUSION COMPLIANCE

- A. Pursuant to 2 CFR Part 180, the Subrecipient certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, or subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any governmental department or agency or otherwise ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- B. The Subrecipient agrees that should any notice of debarment, suspension, ineligibility, or exclusion be received by the Subrecipient or its principals, contractors, or subcontractors, the Subrecipient will notify the County immediately.
- B. The Subrecipient shall verify and document that construction contractors and any of their subcontractors report accurate license numbers and that these license numbers are checked against existing state and federal debarment listings.

SECTION 20. UNIQUE ENTITY IDENTIFIER

Pursuant to 2 CFR §25.300, the Subrecipient must obtain and provide to the County a federal Unique Entity Identifier (UEI) available through the System for Award Management (SAM). The Subrecipient is not required to complete full SAM registration to obtain a UEI under this agreement.

SECTION 21. AUDITS AND INSPECTIONS

- A. At any time during normal business hours and as often as the County and/or the appropriate funding entity may deem necessary, there shall be made available to the County for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement. The Subrecipient shall permit the County and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Pursuant to 2 CFR §200.501(a), contractors who expend \$750,000 or more of federal funds during the year shall have an audit conducted in accordance with Subpart F and the Compliance Supplement to 2 CFR Part 200 (Appendix XI). The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement.
- C. For Subrecipients who are exempt from federal audit requirement under 2 CFR §200.501(d) must make records available for review or audit by appropriate officials of U.S. Housing Urban Development, Montana Department of Commerce, the County, and the Government Accountability Office (GAO).

SECTION 22. CONFLICT OF INTEREST

- A. The Subrecipient will comply with the provisions of applicable HUD regulations (24 CFR §570.489) and with applicable Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- B. The Subrecipient agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Agreement.
- C. The Subrecipient shall promptly refer to the County any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement.

SECTION 23. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Subrecipient may not assign, transfer, or subcontract any portion of this Agreement without County's prior written consent. Subrecipient is responsible to County for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and

omissions of persons employed directly by Subrecipient. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement. No contractual relationships exist between any subcontractor and County under this Agreement.

SECTION 24. OWNERSHIP AND PUBLICATION OF MATERIALS

- A. All reports, information, data, and other materials prepared by the Subrecipient or any of its contractors or subcontractors in furtherance of this Agreement are the property of the Subrecipient, the County, and the Montana Department of Commerce. All parties have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the Montana Department of Commerce, County, and the Subrecipient.
- B. To the extent the funds awarded under this Agreement will be used by any small business firm or nonprofit organization, as defined in 37 CFR § 401.2, such firm(s) or organization(s) are subject to the standard patent rights clause set forth in its entirety in 37 CFR § 401.14 and specifically incorporated herein by this reference.
- C. The Subrecipient shall insure recognition of the role of the County in providing Services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made available under this Agreement.

SECTION 25. TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part as follows or as otherwise provided in this Agreement:

- A. Termination Due to Loss or Reduction of Funding. The County, at its sole discretion, may terminate or reduce the scope of this Agreement if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the County may, if sufficient Program funds are available, compensate the Subrecipient for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The County will notify the Subrecipient of the effective date of the termination or modification of this Agreement and, if a reduction in funding is required, provide the Subrecipient with a modified Project budget.

- B. Termination Due to Cause: If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Subrecipient under this Agreement shall, at the option of the County, become its property, and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- C. Effect of Termination: In the event of termination due to the Subrecipient's, its contractors' or subcontractors' failure to perform or comply with any of the services, duties, terms, or conditions of this Agreement, any costs incurred will be the responsibility of the Subrecipient. However, at its sole discretion, the County may approve requests by the Subrecipient for reimbursement of eligible expenses incurred. The County's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Subrecipient to comply with any of those services, duties, terms, or conditions of this Agreement, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Subrecipient's control. The Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purposes of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.
- D. Either party may terminate this agreement upon thirty (30) days written notice to the other party. If the Subrecipient is terminated by the County as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Subrecipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Subrecipient, the preceding (A), (B), and (C) of this Section hereof relative to termination shall apply.

SECTION 26. CONSTRUCTION AND SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

SECTION 27. ATTORNEY FEES

Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.

SECTION 28. AGREEMENT MODIFICATION

This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, who are not contained in the written Agreement, are valid or binding. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by both parties hereto.

SECTION 29. AMENDMENT TO AGREEMENT TO BE IN WRITING

Amendments to this Agreement shall be incorporated in written Supplemental Agreements to this Agreement and shall be signed by both parties.

SECTION 30. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE

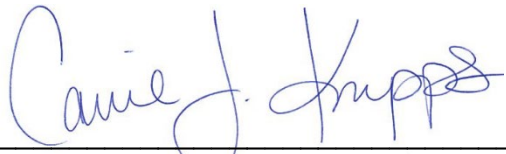
Performance of this Agreement is in Lewis and Clark County of Montana and venue for any litigation arising from performance of this Agreement is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

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

LEWIS AND CLARK COUNTY:

Subrecipient:

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



Carrie Krepps, Executive Director
Florence Crittenton Home and Services

Date: _____

Date: 4/24/2024

ATTEST:

Amy Reeves, Clerk and Recorder

Exhibits:

- Exhibit A: Information Required Pursuant to 2CFR §200.331
- Exhibit B: Montana Department of Commerce CDBG Contract # MT-CDBG-23ED-01
- Exhibit C: FY 2024 Insurance Certificates

Exhibit A: Information Required Pursuant to 2 CFR §200.331	
Subrecipient Name	Florence Crittenton Home and Services
Subrecipient's UEI	S54QBEKUJLF3
Subrecipient's SAM Cage Code	525E8
Federal Assistance Listing	14.228
Federal Award Identification Number (FAIN)	B-22-DC-30-0001
Federal Award Date to the Recipient by the Federal Agency, or designee	12/1/2021
Subaward Period of Performance Start and End Date	October 23, 2023 – June 30, 2026
Amount of Federal Funds Obligated by this action by the Pass-Through Entity to the Subrecipient	\$525,000
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current obligation	\$3,000,050
Description of Project/National and State Objectives Met	Renovation of facility for creation and retention of LMI positions
Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
Name of Pass-Through Entity	Montana Department of Commerce; Lewis and Clark County, MT
Contact Information for Awarding Official of the Pass-Through Entity	Ann McCauley Director, Grants and Purchasing 406-447-8383 amccauley@lccountymt.gov
Indirect Cost Rate for the Federal Award	N/A
Contact Information for Subrecipient, including name(s) and title(s) of appropriate persons in Subrecipient's organization; mailing address for notices to Subrecipient; telephone number(s) and email addresses.	Carrie Krepps Executive Director 406-442-6950 x202 carriek@florencecrittenton.org

Exhibit B: Montana Department of Commerce CDBG Contract #MT-CDBG-23ED-01

**MONTANA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT #MT-CDBG-23ED-01**

This agreement ("Contract") is entered into by the Lewis and Clark County, Montana ("Grantee") and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for activities approved by the Department under the Community Development Block Grant Program ("CDBG" or "Program").

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 1, Part 1 of the Montana Code Annotated ("MCA") and Title 8, Chapter 94, Subchapter 37 of the Administrative Rules of Montana ("ARM").

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by reference and the representations made herein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable parts of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§ 5301, *et seq.*; the applicable Department of Housing and Urban Development (HUD) regulations, include but are not limited to, 24 CFR Part 570 and Form HUD-4010, as now in effect or as amended during the term of this Contract. The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *CDBG/NSP Grant Administration Manual* and *CDBG Application & Guidelines for Affordable Housing Development and Rehabilitation, Community and Public Facilities, and Economic Development Grants*, as amended.

- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.
- (d) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality (DEQ) and obtain all applicable federal, state, and local permits required for the Project. If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on September 30, 2026 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between October 23, 2023 and June 30, 2026. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2026.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for

an extension must be submitted at least sixty (60) days prior to September 30, 2026.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract as set forth in the Grantee's application for Program assistance, including any amendments, approved by the Department. The Grantee will use Program funds to meet the CDBG Low and Moderate Income National Objective for the following major components of the Project:

- Renovation and expansion of the Cooney's Building North Wing;
- Creation of eleven (11) new positions of which at least six (6) will be held by or made available to low to moderate income individuals;
- Retention of four (4) positions of which at least two (2) will be held by or made available to low to moderate income individuals; and
- Limited administration of this Contract pursuant to the most current version of the *CDBG Application & Guidelines for Affordable Housing Development and Rehabilitation, Community and Public Facilities, and Economic Development Grants*, as amended.

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$525,000.
- (b) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.
- (c) For cumulative budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, Department approval of the Request for Reimbursement form will constitute approval of the budget adjustment. The Grantee shall describe the rationale for a budget adjustment in the Project Progress Report and note the adjustments in the Request for Reimbursement and Status of Funds Report submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in advance by the Department.
- (d) PROGRAM INCOME

- (i) The Grantee may retain program income received before Project closeout, but such income must be treated as additional CDBG funds and subject to all applicable requirements governing the use of CDBG funds.
 - (ii) If the Grantee chooses to retain program income received before Project closeout, a preliminary program income plan in compliance with the most recent version of the Department's Program Income Manual for Revolving Loan Funds must be developed and submitted for review and written approval by the Department.
 - (iii) Grantee will record receipt and expenditure of retained program income as part of the financial transactions of the Project.
 - (iv) At the end of each calendar year during the term of this Contract, the Grantee must remit all program income balances (including investments thereof) held by the Grantee, its contractors, subcontractors, and sub recipient entities that exceed one-twelfth of the Department's total award to the Grantee, to be placed in the Grantee's funding reserve.
 - (v) The Grantee must expend substantially all program income it receives before requesting additional CDBG funds. The Department will deduct the amount of program income on hand, shown on the drawdown form, from the amount requested by the Grantee.
 - (vi) If the Grantee desires to retain program income received after Project closeout, the Grantee must execute a grant closeout agreement with the Department at the time of closeout that describes the Grantee's responsibility for compliance with requirements governing program income received subsequent to grant closeout.
- (e) Any authorized funds not obligated on or before the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be expended to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Helena, Montana.
- (b) The Grantee shall provide the Department, HUD, Comptroller General of the

United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

- (c) The Grantee agrees to include in first-tier subcontracts under this Contract a clause substantially similar to Section 8, subsections (a) and (b).

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:
Mackenzie Espeland (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2794
Mackenzie.Espeland@mt.gov

For the Grantee:
Ann McCauley (or successor)
LCC Grants Administrator
316 North Park Avenue
Helena, Montana 59623
406-407-8383
amccauley@lccountymt.gov

Section 10. SPECIAL CONTRACT CONDITIONS

- (a) If the Grantee has not completed all special contract conditions by June 30, 2024, this Contract may be terminated by the Department. The Grantee will not obligate or use Program funds for any Project activities until:
- (i) The Grantee completes an Environmental Review Record and the Department issues a Notice of Release of Funds; however, upon receiving written authorization from the Department, the Grantee may incur administrative costs necessary for the preparation of the Environmental Review Record defined as exempt under 24 CFR Part 58.
 - (ii) The Grantee completes the civil rights activities described in Chapter 5 "Civil Rights," of the current version of the Department's *CDBG/NSP Grant Administration Manual*. The Department may, in its sole discretion, defer certain elements of this requirement.
 - (iii) Other conditions, as needed, including the Signature Certification and Designation of Depository Form.

- (iv) For any projects or portions thereof that the Grantee intends to contract or subcontract to a third party, the Grantee must submit to the Department an acceptable interlocal/subrecipient agreement executed between the parties.
 - (v) The Grantee must submit to the Department evidence of the firm commitment of the other financial resources necessary for the completion of the Project as defined in Section 3 and Exhibit B. If there are any changes to the Project Management Plan, Implementation Schedule, or Budget during the administration of the Project, the Grantee must submit an updated version for approval to the Department.
- (b) Within six (6) months of the earlier date identified in Section 5(b), the Grantee must complete all necessary arrangements to ensure that the other financial resources necessary for Project completion are available for commitment and participation in order to guarantee timely Project completion. If the Grantee fails to secure the commitment of all other financial resources for the Project within this timeline, the Department will withdraw the tentative award and reallocate the funds, unless the Grantee can demonstrate the existence of unusual or extenuating circumstances that justify an extension of time.

Section 11. METHOD OF REIMBURSEMENT

- (a) The Department will use Program funds to fund Program activities that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project. In drawing against the reserved amount, the Grantee will follow the instructions supplied by the Department.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the award date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee documents that all applicable permits for the project have been obtained, as required in Section 4(c).

- (d) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *CDBG Application & Guidelines for Housing, Public Facilities, and Economic Development Planning Grants*, as amended, and the *CDBG/NSP Grant Administration Manual*, or any expenses not adequately supported by the Grantee's records. Reimbursement for any Project expenses incurred is contingent on the Grantee's successful completion of Section 10.
- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (f) The Department may, at its discretion, withdraw from the Grantee the commitment of any CDBG funds that remain undispersed 24 months after the earlier date identified in Section 5(b).
- (g) The Department is allowed fifteen (15) business days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (i) The Department will withhold two percent (2%) of the total authorized grant award until all tasks outline in Section 6 are completed and approved by the Department and the Grantee's Project completion report is received and approved by the Department. Prior to receipt of the Project completion report, the Department may authorize release of part or all of the withheld amount when situations occur that would result in an undue financial hardship to the Grantee as long as the Grantee has demonstrated effective overall management of the Project and if applicable, satisfactorily managed previous Program projects.
- (j) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.

- (k) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (l) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (m) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources. When applicable, the Grantee's travel expenses, meals, and lodging will be reimbursed at the prevailing state rate at the time such expense is incurred.
- (n) The Department, in its sole discretion, may allow the Grantee to amend Section 6. The Department will review the following: likelihood to expend all grant funds prior to the deadline in Section 5(b); progress toward completion of the Project; good faith effort to comply with any of the duties, terms, and conditions of this Contract; and the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an amendment to Section 6 must be submitted at least sixty (60) days prior to the termination date of this Contract.
- (o) If any obligations remain as of Project closeout and contract termination, the Department and the Grantee will prepare and execute a Closeout Agreement specifying the conditions and requirements governing the remaining obligations, in accordance with the requirements set forth in 24 CFR § 570.509(c).

Section 12. REPORTING REQUIREMENTS

- (a) Quarterly Update Report: During the term of this Contract, the Grantee will submit a quarterly update report, if requested by the Department. This report shall follow the report format specified in the most recent version of the *CDBG Application & Guidelines for Housing, Public Facilities, and Economic Development Planning Grants*, and must describe the status of the Project with respect to the activities set forth in Section 6, including, at a minimum, the percentage complete, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered and any necessary scope, implementation or budget modifications requested.
- (b) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in

Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.

- (c) Status of Fund Reporting: During the term of this Contract, the Grantee will submit a Status of Funds Report with any request for funds.
- (d) Project Completion Report: Within 60 days of Project completion, the Grantee will submit a final Project completion report for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out. If the Grantee fails to submit a Project completion report within 60 days, the Department may reallocate any remaining Project funds for other Program activities.

Section 13. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department. Failure by the Grantee to proceed with reasonable promptness to take necessary corrective action(s) will be a default. If the Grantee's corrective action(s) remain unacceptable, the Department may terminate this Contract in whole or in part pursuant to Section 18.

Section 14. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

Section 15. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 16. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Grantee may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Grantee is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

Section 17. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 18. TERMINATION OF CONTRACT

This Contract may be terminated in whole or in part as follows or as otherwise provided in this Contract:

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any

costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 19. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

Section 20. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Sections 2-7-503, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract.

Section 21. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with the provisions of applicable HUD regulations (24 CFR § 570.489) and with applicable Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-

2106, and 7-5-4109, MCA, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.

- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 22. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 23. OWNERSHIP AND PUBLICATION OF MATERIALS

- (a) All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.
- (b) To the extent the funds awarded under this Contract will be used by any small business firm or nonprofit organization, as defined in 37 CFR § 401.2, such firm(s) or organization(s) are subject to the standard patent rights clause set forth in its entirety in 37 CFR § 401.14 and specifically incorporated herein by this reference.

Section 24. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) Primary Insurance: Grantee's insurance coverage must be primary insurance with respect to the State of Montana, its elected or appointed officers, officials, employees, or volunteers and the State's insurance will not contribute with it.
- (c) General Liability Insurance: At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (d) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (e) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

- (f) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at <http://rmt.d.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building related to the use of grant proceeds, and all related improvements and contents therein, on a replacement cost basis throughout the term of the Contract.

Section 25. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 26. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 27. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency or otherwise ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Section 28. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an

event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 29. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 30. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 31. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 32. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

Section 33. PROPERTY MANAGEMENT

Title to real property or equipment acquired under this Contract or a subcontract thereto will vest, upon acquisition, in the Grantee or subgrantee, respectively. The Grantee or subgrantee shall use, manage, and dispose of this property or equipment in accordance with the applicable requirements set forth in 24 CFR part 570 and 2 CFR part 200. All real property within the Grantee's control that was acquired or improved in whole or in part using the CDBG funds awarded pursuant to this Contract shall be subject to the standards set forth in 24 C.F.R. § 570.505 during the duration of this Contract term and for five years after closeout of the Project. In all cases in which equipment acquired pursuant to this Contract is sold, the proceeds shall be program income. The parties intend that obligations in this section shall survive termination of the Contract.

Section 34. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

LEWIS AND CLARK COUNTY:

Andy Hunthausen, Commission Chair

Date

ATTEST:

Amy Reeves, Clerk and Recorder

APPROVED AS TO FORM:

Nicholas Hash, Attorney

MONTANA DEPARTMENT OF COMMERCE:

Mandy Rambo, Deputy Director

Date

EXHIBIT A

Implementation Schedule

TASK	QUARTERS, 2023				QUARTERS, 2024			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
<u>PROJECT DESIGN</u>								
Commence Final Design								
Complete Project Design								
Submit Plans to DEQ			X					
Prepare Bid Documents			X	X				
Finalize Acquisition				N/A				
<u>ADVERTISEMENT FOR CONST. BID</u>								
Review Contract Requirements				X	X			
Public Bid Advertisement			X		X			
Open Bids & Examine Proposals				X	X			
Request Contr. Debarment Review				X	X			
Select Contractor & Award Bid			X	X	X			
Conduct Pre-Const. Conference					X			
Issue Notice to Proceed to Contractor					X			
<u>PROJECT CONSTRUCTION</u>								
Begin Construction					X			
Monitor Engineer & Contractor					X	X	X	
Conduct Labor Compliance Reviews					X	X	X	
Hold Const. Progress Meetings					X	X	X	
Final Inspection							X	X
<u>PROJECT CLOSE OUT</u>								
Submit Final Drawdown							X	X
Project Completion Report/Final Certification							X	X
Contract End Date								2026

EXHIBIT B
Budget

ADMINISTRATION	CDBG	Property Acquisition	Florence Crittenton Funds	TOTAL
Grant Administration - Personnel	\$10,000			\$10,000
Grant Administration - Professional Services	\$5,000			\$5,000
TOTAL ADMINISTRATION	\$15,000			\$15,000
CONSTRUCTION RELATED ACTIVITY				
Land/Building Acquisition		\$3,000,000		\$3,000,000
Engineering				
Construction	\$510,000		\$50,000	\$560,000
Contingency				
TOTAL ACTIVITY	\$510,000	\$3,000,000	\$50,000	\$3,560,000
TOTAL PROJECT BUDGET	\$525,000	\$3,000,000	\$50,000	\$3,575,000

Exhibit C: FY 2024 General Liability and Property Insurance and
Workers' Compensation Certificates



FLORCRI-01

DCENTRELLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2024

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

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

PRODUCER Helena Office Marsh McLennan Agency LLC P.O. Box 6127 Helena, MT 59604	CONTACT NAME:	
	PHONE (A/C, No, Ext):	(406) 442-5360
	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Philadelphia Indemnity Insurance Company	
INSURED Florence Crittenton Home & Services 3404 Cooney Drive Helena, MT 59602	NAIC #	18058
	INSURER B : Montana State Fund	15819
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2576840	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2576840	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB872798	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	034517524	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liabili			PHPK2576840	7/1/2023	7/1/2024	Per Occurrence/ agg 1,000,000
A	Professional Liab.			PHPK2576840	7/1/2023	7/1/2024	Aggregate 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Lewis and Clark County 316 N. Park Avenue Helena, MT 59623	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Dianne Centrella</i>



Grant Application to Montana Board of Crime Control, (Matt Kultgen)

Presented By:

Summary:

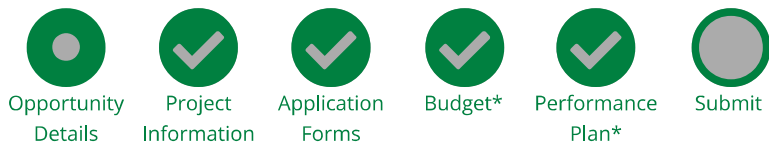
The Commissioners will consider the grant application to the State of Montana Board of Crime Control for the STOP Violence Against Women Act (VAWA) in the amount of \$78,855.37 with \$26,285.13 provided in matching funds. The grant period begins October 01, 2024 through September 30, 2025. These funds will be used for costs associated with the deputy assigned to work under this grant.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Notice of Funding Opportunity	Contract

FY2024 STOP Violence Against Women Act (VAWA)



Opportunity Details ✓



Opportunity Information	
Title	FY2024 STOP Violence Against Women Act (VAWA)
Description	<p>MBCC is soliciting proposals for STOP (Services-Training-Officers-Prosecutors) Violence Against Women Act (VAWA) to be funded by the Office on Violence Against Women. The Office on Violence Against Women (OVW) is a component of the United States Department of Justice (DOJ). Created in 1995, OVW implements the Violence Against Women Act and subsequent legislation and provides national leadership on issues of sexual assault, domestic violence, dating violence, and stalking. Since its inception, OVW has supported a multifaceted approach to responding to these crimes through implementation of grant programs authorized by VAWA. By forging state, local and tribal partnerships among police, prosecutors, judges, victim advocates, health care providers, faith leaders, organizations that serve culturally specific and underserved communities, and others, OVW grants help provide victims, across their life span, with the protection and services they need to pursue safe and healthy lives, while improving communities' capacity to provide justice for victims and hold offenders accountable.</p> <p>The application process is competitive. Previous funding does not guarantee an award during this funding cycle. Approximately \$900,000 will be available during the project period, depending upon availability of federal funds. Because federal funds are not always available immediately following the award date, applicants should prepare for this contingency.</p> <p>Matching contributions of 25% (cash or in-kind) of the total cost of the STOP VAWA project (federal funds plus local match) are required and must be derived from non-federal sources. All funds designated as match are restricted to the same uses as the federal funds and must be expended within the grant period. Federally Recognized Tribes and victim services providers are not required to provide match.</p>
Awarding Agency Name	Montana Board of Crime Control
Agency Contact Phone	444-3604

Agency Contact Email	mbcc@mt.gov
Opportunity Manager	Jackie Hoover
Public Link	https://mt.amplifund.com/Public/Opportunities/Details/fc92e78e-cbee-4b85-8b96-2dbbf43a8ce8

Award Information

Award Start Date	10/1/2024
Award End Date	9/30/2025
Award Type	Competitive
Indirect Costs Allowed	Yes
Restrictions on Indirect Costs	Yes
Matching Requirement	Yes

Submission Information

Submission Open Date	3/29/2024 12:00 PM (MDT)
Submission Close Date	5/10/2024 12:00 PM (MDT)

Question Submission Information

Question Submission Close Date	5/3/2024 5:00 PM (MDT)
Question Submission Email Address	mbcc@mt.gov
Question Submission Additional Information	<p>Applicants having questions or requiring clarification or interpretation of any section within this opportunity must address these issues via the email address listed above by the date listed above. Clear reference to the application section and item in question must be included in the request. Questions received after the close date will not be considered. Program-specific questions cannot be addressed during the solicitation period.</p> <p>Written responses to all questions received by the deadline will be posted in the Opportunity Details section of this application within seven calendar days. Applicants should consult the Question Submission response prior to posting a question to avoid duplication and prior to submitting an application to avoid missing potentially assistive material. Any other form of interpretation of this application will not be binding upon MBCC.</p>
Attachments	VAWA QA 2024-04-12

Eligibility Information

Additional Eligibility Information

Eligible applicants include local government, tribal governments, state agencies, and private nonprofit agencies.

Additional Information

Additional Information URL

<http://mbcc.mt.gov/Amplifund>

Save & Continue



Contract Between Lewis and Clark County and Diamond Construction, Inc. (Greg McNally)

Presented By:

Summary:

The Commissioners will consider the contract with Diamond Construction, Inc. in the amount of \$6,750 for repair of rafters and hanging drywall in the vestibule of the Unionville Schoolhouse Project. The contract period begins upon approval by both parties through May 31, 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Contract Cover Sheet Diamond Construction Unionville School	Contract
<input type="checkbox"/> Diamond Construction Contract Unionville School Apr 25 2024	Contract



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title:
 - Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
 - Procurement method: **NOT APPLICABLE** Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
 - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** **NO**
 - **If YES, provide exemption/exception request form.**
-
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
 - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to \$50,000 performance and payment bond? **YES** **NO**
 - Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - **If YES, submit CGR form to Finance Department.**
 - Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: YES NO

FFATA Reporting Needed? YES NO

Reporting Period:

LEWIS AND CLARK COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Lewis and Clark County, Montana, herein referred to as "COUNTY", and Diamond Construction, Inc. herein referred to as "CONTRACTOR", whose address is 2905 N. Montana Ave., Ste. 200, P.O. Box 5987, Helena, MT 59601, phone number is (406) 443-3373, Contractor Registration Number is 6626, Federal Employee Identification Number is 81-0476311, and System for Award Management (SAM) Unique Entity Identifier (UEI) is CNLCDJHKJB71.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to complete and perform the following work or services:
 - Install ridge beam in attic roof.
 - Rafter heels – sister on new 2Xs and install hold down from reinforcements to existing top plate using Simpson SD-C fasteners and clips.
 - Hang drywall in vestibule walls and ceiling (taping and joint compound not included).
 - All work to be performed pursuant to plans to be drawn by Stahly Engineering & Associates.
2. INDEPENDENT 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 Lewis and Clark County 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. COUNTY shall not have control over the performance of this agreement by CONTRACTOR or its employees, except to specify the time and place of performance. COUNTY 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 be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. LIAISON: COUNTY'S designated liaison with the CONTRACTOR is Pam Attardo, Heritage Preservation Officer or their designee. The CONTRACTOR'S designated liaison with the COUNTY is Jasan Moyer.
5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR will begin work upon approval of this contract by both parties, and CONTRACTOR shall complete work by May 31, 2024.
6. COMPENSATION: For the satisfactory completion of the services to be provided under this Contract, COUNTY will pay the CONTRACTOR Six thousand seven hundred fifty dollars

and no cents (\$6,750.00). Additionally, CONTRACTOR must withhold at least one thousand dollars (\$1,000.00) of the total contract price pursuant to section 18-2-404 (2), MCA, until the termination of this contract, but may not withhold more than five percent (5%) of the total contract price pursuant to section 18-2-316, MCA, if the contractor is performing by the terms of this contract.

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 COUNTY. 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 COUNTY 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 purpose intended will be at the Owner's sole risk and without liability or legal exposure to the 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 COUNTY.
10. INDEMNIFICATION: The CONTRACTOR waives all claims and recourse against Lewis and Clark County, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR'S performance of this contract except for liability arising out of concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend Lewis and Clark County against all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of Lewis and Clark County or its officers, agents or employees.
11. INSURANCE: CONTRACTOR shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to the COUNTY prior to commencing work

under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.

12. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with applicable 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. CONTRACTOR shall also comply with the applicable federal laws, rules, and regulations provided in **Exhibit A** of this agreement.
13. 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.
14. PREFERENCE: CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the contract (including workers employed by subcontractors) working on the project will be bona fide Montana residents.
15. SPECIAL FUEL TAX: *This Section only applies if the Contractor is doing work pertaining to a public road.* As stated in the Montana Codes Annotated (MCA) 15-70-403(8-9), fuels used by the CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
16. CONTRACTORS GROSS RECEIPTS TAX: All contractors or subcontractors working on a publicly funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price. This tax applies to public contracts of eighty thousand dollars (\$80,000.00) and above.
17. 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.
18. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.

19. TERMINATION OF CONTRACT: Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

COUNTY:

CONTRACTOR:

Date: _____

Date: April 15, 2024

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

Jasan Moyer, President, Diamond
Construction, Inc.
State of Montana
County of Lewis and Clark

ATTEST:

This instrument was acknowledged before
me on 4/15/2024 [date] by Jasan Moyer
as President of Diamond Construction, Inc.

Amy Reeves, Clerk and Recorder

(Seal)

(Signature of Notarial Officer)

(Seal)

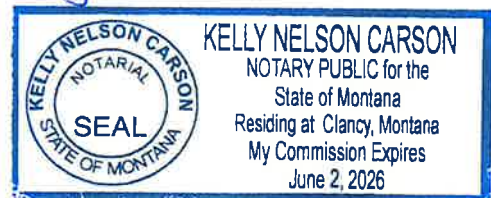


EXHIBIT A

The contract to which this addendum is attached is made using federal assistance provided to Lewis and Clark County by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to the CONTRACTOR, as a contractor of Lewis and Clark County, according to the County's Award Terms and Conditions signed on June 15, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** CONTRACTOR shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Minority and Women Business Enterprises.** CONTRACTOR hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, CONTRACTOR hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
 - b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
 - e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
 - f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The CONTRACTOR must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Lewis and Clark County. If it is later determined that the CONTRACTOR did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended***. CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. CONTRACTOR shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

*Purchases over \$100,000 - CONTRACTOR must sign the certification on the last page of this exhibit.

5. **Access to Records**. The CONTRACTOR agrees to provide the Lewis and Clark County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

The CONTRACTOR agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. **Rights to Inventions Made Under a Contract or Agreement**. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)**. (Applies

only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Clean Air Act & Federal Water Pollution Control Act.** (applies to purchases of more than \$150,000.). The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The CONTRACTOR agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Lewis and Clark County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
- a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. **Procurement of Recovered Materials: (applies only if the work involves the use of materials).** In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP4035 awarded to Lewis and Clark County by the U.S. Department of the Treasury."
12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
14. **Title VI of the Civil Rights Act of 1964 – Protections to persons with Limited English Proficiency.** The CONTRACTOR and any of the CONTRACTOR's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22,

which are herein incorporated by reference and made a part of this contract or agreement.

15. **Drug-Free Workplace.** The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR §182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the AOR agrees that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR § 182; HHS implementing regulations are set forth in 2 CFR § 382.400.
16. **Mandatory Disclosures.** Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the COUNTY, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the COUNTY all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371 – Remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. 3321).
17. **Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 CFR § 175.** The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect;
 - or,
 - c) Use forced labor in the performance of the award or subawards under the award.



Contract Between Lewis and Clark County and Eide Bailly, LLP (Misty Edwards)

Presented By:

Summary:

The Commissioners will consider the contract with Eide Bailly, LLP for annual audit services. The audit periods covered under this contract are Fiscal Years 2024, 2025 and 2026. Fiscal Year 2024 audit payment is not to exceed \$116,250.

Legal Review Required:

ATTACHMENTS:

Description	Type
❏ Staff Memo	Contract
❏ Eide Bailly Contract	Contract
❏ Amendment	Contract
❏ Contract Cover Sheet	Contract

Misty Edwards
Finance Coordinator
(406) 447-8313 Office
(406) 447-8370 Fax



City/County Building, Room 343
316 North Park Avenue
Helena, Montana 59623
medwards@lccountymt.gov

Lewis and Clark County

Administrative and Financial Services Department

MEMO

To: Board of County Commissioners
From: Misty Edwards
Date: May 2nd, 2024
RE: Contract with Eide Bailly, LLP

Before you for consideration is a contract with Eide Bailly, LLP for county audit services. On March 26, 2024 Lewis and Clark County received 4 responses to the Audit Services Request For Proposals. The RFP was soliciting responses from qualified independent auditors, licensed to practice in the State of Montana to perform the annual independent audit of the County's financial records, Annual Comprehensive Financial Report and the agreed-upon procedures for fiscal years 2024-2026.

An evaluation committee reviewed and scored all proposals and selected two firms for interviews. After thorough review of responses, comprehensive interviews and reference checks, the committee unanimously selected Eide Bailly, LLP for contract award.

The initial contract term covers the audit periods of July 1, 2023 through June 30, 2026. The County may choose to extend the contract through the 2028 fiscal year. The total contract term is not to exceed five fiscal years. The cost for the Fiscal Year 2024 audit is \$116,250.

Staff recommends approval of the contract with Eide Bailly and authorizes the chair to sign all contract documents.

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this 16th day of April, 2024, by and among

Eide Bailly LLP

**Certified Public Accountant
("Contractor"),**

Lewis and Clark County

**Governmental Entity
("Entity"),**

and the **Montana Department of Administration, Local Government Services, ("State")**, acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.
2. **Audit Period and Payment:** This contract covers the following audit period(s):
July 1, 2023 to June 30, 2026.
 - A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 116,250 for initial (or sole) audit covering 07/01/2023 to 06/30/2024.
\$ 124,900 for subsequent audit covering 07/01/2024 to 06/30/2025.
\$ 134,300 for subsequent audit covering 07/01/2025 to 06/30/2026.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.
 - B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.
 - C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.
3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards
- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:
- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
 - (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
 - (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality; and**
 - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). If these federal regulations are amended, the amended regulations will prevail.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
 - (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring "Student Count for ANB" reports; and
 - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing. To notify the State, Contractors shall email LGSPortalRegistration@mt.gov to the attention of the Local Government Services Bureau Chief. To notify the State Office of Public Instruction, Contractors shall email OPIAuditReport@mt.gov to the attention of the OPI Auditor.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity's Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
 - E. making all financial records and related information available to the Contractor;
 - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
 - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
 - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
 - D. a report on any supplementary or other information presented in the audit report. This report must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
 - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
 - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
 - a) schedule of school district "Student Count for ANB" required in paragraph 13.A.;
 - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;
 - c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph 12.A.; and

- d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.

(3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.

(4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

- E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
- F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:

- A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.
- B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
- C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.
- D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.
- E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.

13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring "Student Count for ANB" reports and as documented by the school district's enrollment records; and

- B. a detailed schedule of extracurricular fund financial activities.
14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
 - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
 - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
 - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
 - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
 - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
 - G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Insurance - Professional Liability: The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**
A. The Contractor shall, in performance of work under this contract, fully comply with all applicable

federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.

- B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.
30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.
31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

Eide Bailly LLP

Firm Name

By: 

Authorized Representative

Date: April 16, 2024

Governmental Entity

Lewis and Clark County

Entity Name

By: _____

Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____

Approved By

Date: _____

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Lewis and Clark County

406-447-8309

Telephone:

Address:

316 North Park Avenue

(Street Address or P.O. Box)

Helena

(City/Town)

, MT 59626

(Zip Code)

Frank Cornwell – fcornwell@lccountymt.gov

Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :**

Eide Bailly LLP

406-896-2400

Telephone:

Address:

401 N. 31st St., Ste. 1120

(Street Address or P.O. Box)

Billings

(City/Town)

, MT 59103

(Zip Code)

Jamie Fay – jfay@eidebailly.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending

June 30, 2024 (and _____).

(Month & Day)

(Year)

(Year)

B. Date to commence audit work:

September 2024

C. Date to submit final audit report
to Entity and State:

November 30, 2024

2. Time and Price for Engagement:

A. Estimated total hours -

750

B. Price for audit personnel

\$ 101,250

Price for Travel

15,000

Price for typing, clerical
and report preparation

Total price for this

engagement

\$ 116,250

3. The reporting entity contains the following discretely presented component units: None

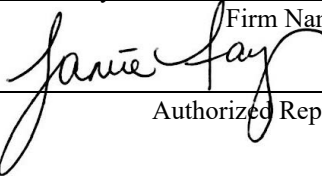
4. Date Annual Financial Report or a trial balance will be available: September 15, 2024
5. Number of copies of audit report Contractor will provide to Entity: TBD
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
Clerical support will be made available to the auditor for the preparation of routine letters and memoranda. The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephones, photocopying facilities and fax machines.
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☒ The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Eide Bailly LLP
Firm Name
By: 
Authorized Representative

Date: April 16, 2024

Governmental Entity

Lewis and Clark County
Entity Name
By: _____
Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____
Approved By

Date: _____

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Lewis and Clark County

406-447-8309

Telephone:

Address:

316 North Park Avenue

(Street Address or P.O. Box)

Helena

(City/Town)

, MT 59626

(Zip Code)

Frank Cornwell – fcornwell@lccountymt.gov

Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :**

Eide Bailly LLP

406-896-2400

Telephone:

Address:

401 N. 31st St., Ste. 1120

(Street Address or P.O. Box)

Billings

(City/Town)

, MT 59103

(Zip Code)

Jamie Fay – jfay@eidebailly.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending

June 30

(Month & Day)

2025

(Year)

(and).

(Year)

B. Date to commence audit work:

September 2025

C. Date to submit final audit report
to Entity and State:

November 30, 2025

2. Time and Price for Engagement:

A. Estimated total hours -

750

B. Price for audit personnel

\$ 108,800

Price for Travel

16,100

Price for typing, clerical
and report preparation

Total price for this

engagement

\$ 124,900

3. The reporting entity contains the following discretely presented component units: None

4. Date Annual Financial Report or a trial balance will be available: September 15, 2025
5. Number of copies of audit report Contractor will provide to Entity: TBD
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
Clerical support will be made available to the auditor for the preparation of routine letters and memoranda. The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephones, photocopying facilities and fax machines.
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☒ The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Eide Bailly LLP
Firm Name
By: 
Authorized Representative

Date: April 16, 2024

Governmental Entity

Lewis and Clark County
Entity Name
By: _____
Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____
Approved By

Date: _____

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Lewis and Clark County

406-447-8309

Telephone:

Address:

316 North Park Avenue

(Street Address or P.O. Box)

Helena

(City/Town)

, MT 59626

(Zip Code)

Frank Cornwell – fcornwell@lccountymt.gov

Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :**

Eide Bailly LLP

406-896-2400

Telephone:

Address:

401 N. 31st St., Ste. 1120

(Street Address or P.O. Box)

Billings

(City/Town)

, MT 59103

(Zip Code)

Jamie Fay – jfay@eidebailly.com

Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending

June 30

(Month & Day)

2026

(Year)

(and).

(Year)

B. Date to commence audit work:

September 2026

C. Date to submit final audit report
to Entity and State:

November 30, 2026

2. Time and Price for Engagement:

A. Estimated total hours -

750

B. Price for audit personnel

\$ 117,000

Price for Travel

17,300

Price for typing, clerical
and report preparation

Total price for this

engagement

\$ 134,300

3. The reporting entity contains the following discretely presented component units: None

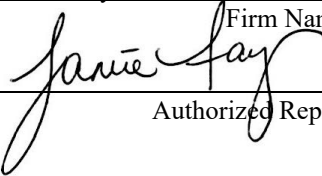
4. Date Annual Financial Report or a trial balance will be available: September 15, 2026
5. Number of copies of audit report Contractor will provide to Entity: TBD
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
Clerical support will be made available to the auditor for the preparation of routine letters and memoranda. The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephones, photocopying facilities and fax machines.
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

☒ The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

OR

☐ The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Eide Bailly LLP
Firm Name
By: 
Authorized Representative

Date: April 16, 2024

Governmental Entity

Lewis and Clark County
Entity Name
By: _____
Authorized Representative

Date: _____

Montana Department of Administration, Local Government Services

By: _____
Approved By

Date: _____

AMENDMENT ONE TO STANDARD AUDIT CONTRACT

THIS AMENDMENT ONE is made and entered into as of April 16, 2024, by and between Lewis and Clark County (“**Entity**”) and the Montana Department of Administration, Local Government Services (“**State**”), acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated, and Eide Bailly, LLP, a limited liability partnership (“**Contractor**”) (collectively referred to herein as the “**Parties**,” or individually, each a “**Party**”).

WHEREAS, on April 16, 2024, Entity, State, and Contractor entered into the Standard Audit Contract (the “**Agreement**”).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree to amend the Agreement as follows:

1. The parties agree to replace the second to the last sentence at the end of the first paragraph in Section 27, Indemnity, with the following language:

“This defense and indemnify obligation does not require the Contractor to defend or indemnify the State or Entity for the negligence of the State or Entity under this contract.”

The language in Section 27, Indemnity, will now read as follows:

“The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor’s employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not require the Contractor to defend or indemnify the State or Entity for the negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity’s intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor’s part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.”

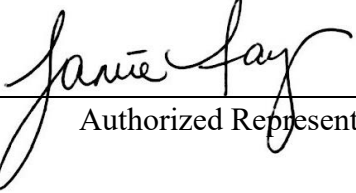
2. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Certified Public Accountant

Firm Name: Eide Bailly LLP

By:  _____
Authorized Representative

Date: April 16, 2024

Governmental Entity

Entity Name: Entity of Lewis and Clark County

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services:**

By: _____
Approved By

Date: _____

This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA.



CONTRACT COVER SHEET

This form must be completed before the contract is transmitted to the contractor/consultant.

Include this completed form in Novus when submitting the contract for approval.

This form does not apply to grant awards, sub-awards, or intergovernmental agreements.

- Project Name/Novus Title:
 - Standard Lewis and Clark County contract template used: **YES** **NO**
 - Legal has completed review of agreement: **YES** **NO**
 - Procurement method: **NOT APPLICABLE** Explain in comment box
 - For methods other than Small Purchase – Quote, attach documentation of procurement method used (e.g., limited solicitation form or legal ad for formal solicitations).
 - Purchase is exempt/exception from standard procurement procedures, per county policy: **YES** **NO**
 - **If YES, provide exemption/exception request form.**
-
- Budget Authority: **YES** **NO** **NOT APPLICABLE**
 - Is this a public works contract subject to prevailing wage requirements? “Public works contract” means a contract for construction services or for non-construction services [as defined in §18-2-401(9)(a-l), MCA] in which the total cost of the contract is in excess of \$25,000? **YES** **NO**
 - If YES, is project subject to \$50,000 performance and payment bond? **YES** **NO**
 - Is project subject to 1% Contractor's Gross Receipts Tax* (CGR)? **YES** **NO**
 - **If YES, submit CGR form to Finance Department.**
 - Is this contract funded through a grant? **YES** **NO** **IF YES, COMPLETE NEXT PAGE.**
- Additional comments:

Signatures:

Elected Official/Department Director

Date

Purchasing Officer or Designee

Date

Finance Officer or Designee

Date



CONTRACT COVER SHEET

CONTRACTS FUNDED WITH GRANTS:

If a contract is funded in part or whole by a grant, this form must be completed and routed to Ann McCauley (or designee) for review and approval prior to finalizing the contract with the vendor.

Include a copy of the grant/contract funding the contract.

- Grant funding source and grant award/contract number:
- Have all pass-through requirements from the grant funding source been incorporated into the Contract? **YES** **NO**
 - If YES, Contract section(s) with grant requirements included:
- Are there state or federal Davis-Bacon requirement for the project? **YES** **NO**
 - If YES, have these requirements been incorporated into the contract? **YES** **NO**

For Contracts Funded with Federal Grants:

All contracts funded with federal grants require that a debarment and suspension check for the contractor is completed and passed (2 CFR Part 180). This process requires contractors to provide their System for Award Management (SAM) Unique Entity Identifier (UEI). For assistance, see "Obtaining a federal UEI" guidance document on the Grants and Purchasing intranet page. Grant staff will perform the debarment/suspension check in SAM and email the department a copy of the record; retain this record in the procurement file.

Contractor's UEI:

Send completed form with a copy of the grant award/contract funding the contract to: Ann McCauley, amccauley@lccountymt.gov, 406-447-8383, City-County Building, Room 225

Signature:

Grants Administrator or Designee

Date

Administrative Use Only

Date of debarment/suspension check in SAM

Passed: **YES** **NO**

FFATA Reporting Needed? **YES** **NO**

Reporting Period:



Resolution 2024-23 Appointing a Post-Election Audit Committee. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners will consider the resolution.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Resolution 2024-23	Resolution

RESOLUTION 2024 - 23

RESOLUTION APPOINTING A POST-ELECTION AUDIT COMMITTEE

WHEREAS, Section 13-17-504, MCA, requires the Board of County Commissioners to appoint, prior to each federal election, at least three individuals to serve on the county audit committee from a list of county employees and county residents who have offered to serve on the committee; and

WHEREAS, county employees Frank Cornwell, Marni Bentley, Misty Edwards, Kari DeRosier, Emily McGlenn, Keni Gross, Kristina Loftis, Sarah Woods, Larymie Rada, Ashley Hatfield, Erinn Harris, and Rodger Nordahl offered to serve on the post-election audit committee;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that Frank Cornwell, Marni Bentley, Misty Edwards, Kari DeRosier, Emily McGlenn, Keni Gross, Kristina Loftis, Sarah Woods, Larymie Rada, Ashley Hadfield, Erinn Harris, and Rodger Nordahl are appointed to serve on the county audit committee for the post-election audit of the June 4, 2024 Federal Primary Election and the November 5, 2024 Federal General Election.

DATED this _____ day of _____, 2024.

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

ATTEST:

Amy Reeves, Clerk of the Board



Resolution 2024-24 Appointing Election Judges for 2024-2026. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners will consider the resolution.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Resolution Appointing Election Judges for 2024-2026	Resolution

RESOLUTION NO. 2024-24

A RESOLUTION APPOINTING ELECTION JUDGES FOR 2024-2026

WHEREAS, Section 13-4-101, MCA, requires the Board of County Commissioners to appoint three or more election judges for each precinct before the primary election in even-numbered years; and

WHEREAS, election judges are to be appointed from lists of qualified registered electors submitted by the county central committees of the political parties eligible to nominate candidates in the primary election; and

WHEREAS, the Central Committee for the Republican Party in Lewis and Clark County submitted a list, while the Central Committee for the Democratic Party in Lewis and Clark County has, as of writing this resolution, not submitted a list; and

WHEREAS, any person appointed as an election judge in even-numbered years must complete a training session before being eligible to serve as an election judge;

WHEREAS, the list of individuals in Attachment #1 is the same list submitted by the Lewis and Clark County Republican Central Committee; and

WHEREAS, the list of individuals in Attachment #2 have completed their training and are qualified to serve as Elections Judges; and

WHEREAS, the list of individuals in Attachment #3 were scheduled to complete training on May 1, 2024 who will be eligible to serve should they have attended the training; and

WHEREAS, Lewis and Clark County Elections will utilize these lists for scheduling Elections Judges, starting with the Lewis and Clark County Republican Central Committee list in Attachment #1, then balancing political representation at the polls by utilizing members of the public who attended Election Judge training from Attachments #2 and #3.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the people who attended Election Judge training as listed in each attachment are appointed as election judges able to serve across the county as needed, for the period from May 2, 2024 to May 2, 2026.

DATED this ____ day of _____, 2024

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

ATTEST:

Amy Reeves, Clerk for the Board

ATTACHMENT #1

List of Election Judges from the Lewis and Clark County Republican Central Committee:

First Name, Last Name:

Patty	Addy	Fee	Lamping
Gail	Asbury		Lant Barney
Patty	Ault	Gordon	Jr
Terri	Barney	Erin	Laws
Kim	Bowker	Aaron	Leas
Dave	Bowker	Sharon	Maynard
Rachel	Burright	Clinton	McKay
Suzanne	Dahlquist	Roberta	Migdal
Loy	Chvilicek	Robyn	Mohs
Heather	Connell	Judy	Nakagawa
Tracy	Cooper	Chiko	Olson
Brenton	Craggs	Matt	Olson
Donna	Elford	Ruth	Rater
Mary	Fauntleroy	Gina	Reilly
Jan	Fauntleroy	Dustin	Scott
Lisa	Ferkovich	Shana	Scott
Christy	Fuller	Janice	Smith
Ray	Fuller	Nick	Smith
Matt	Furlong	Cindy	Sparing
Darin	Gaub	Tom	Stockton
Sonda	Gaub	Becky	Stockton
Laurie	Germaine	Doug	Tapper
Gary	Guthrie	Mary	Tapper
Elizabeth		Pam	VonBergen
(Lisa)	Hoffa	Amy	Vonder
Julie	James	Brent	Webber
Phillip	Johnson	Katie	Wenetta
Harvey	Keim	Tina	
Bob	Kolar	(Martine)	Whitaker
Carol	Kolar		
Sharon	Kuenzil		

ATTACHMENT #2

List of Members of the Public Who Attended Election Judge Training:

First Name, Last Name:

Gustav "Andy"	Adamek	Rose	Bryant
Susan	Ames	Lorraine	Buchholz
Gordon	Amsbaugh	Barbara	Buckley
Patrice	Anderson	Sidney (Mary)	Burgess
Bonner	Armstrong	Sydney	Burgess
Karen	Armstrong	Nancy	Burnham
Barbara	Arps	Julie	Burrows
Anne E.	Ashley	Anastasia	Burton
Mindi	Askelson	Vernon	Burton
Paul	Azevedo	John Jeffrey	Buscher
Anna	Baker	Ann	Buss
Jennifer	Barbagello	Debra	Cargile
Joellen	Barbagello	James	Carlson
John	Barbagello	Joan	Carlson
Cody	Barnes	Paul	Cartwright
Kent	Barnes	Kristine (Kristy)	Case
Gail	Bartosh	Cathy	Cherry
Karyl M.	Beattie	Mary K.	Clark
Wayne	Beckman	David	Cole
Patricia	Bik	Constance	
Mary	Blake	(Connie)	Cole
Rebecca		Rhonda	Colson
(Becky)	Blend	Nancy	Comier
Cheryl	Bloom	Denise	Cook
Susan	Blossom	Penny	Cope
Debra	Blossom	Michael	Coplin
Lynne	Boone	Darlene	Davis
Cheryl	Bozdog	Claudia	Davis
Kathryn	Bramer	Howard	Davis
Herchel Todd	Branscum	Tina	Dawson
Susan	Bristow	Elizabeth	Dear
Mary Margaret	Brooke	Susan K.	DeBree
Joyce	Brown	Mark	Deegan
Kelly	Brown	Patricia	Delauter
Shelley	Brown-Argott	Bethany	Dicken
Carol	Bruderer	Sandra M	Doyle
Lynne	Bryant	James	Driggers

Elanor	Driggers
Becky	Duke
Catherine	Duncan
Susan	Duncan
Sherry	Ehret
Elaine	Eidum
Sheryl	Eriksen
Mary-Florence	Erving
Joyce	Evans
Burton	Federman
Lori	FitzGerald
Christine	Fitzpatrick
Boyce D.	Fowler
Carol	Frisch
Judy	Gardner
Denise	Garfield
Rick	Garrison
Jack	Garvin
Mary Ann	George
Ann	Gilkey
Michael	Glueckert
Nicole	Gomez
Anthony	Gordon
Sara	Graveley
Julia	Gustafson
Lynda	Haffner
Diane	Hall
Diana	Hammer
Greg	Hampton
Kathryn	Hampton
Rose	Hardman
Kristine	Hardman
Cort	Harrington
Sharon	Haugen
Shannon	Heath
Sarah	Herold
Patricia	Herzog
Donald	Herzog
Paige	Hiebert
McClain	Holland
Joy	Holloway
Doug	Holly
Fong	Hom

John	Honeman
Randi	Hoop
Jane	Horton
Stuart	Howard
Shirley	Hudson
Eugene	Huntington
Ralph	Jackson
Sue	Jackson
Owen	Johnson
Yvonne	Johnson
Jana	Jones
Don	Judge
Hans	Koponen
Mary	Kovash
Blair	Krumm
Jasper	LaClair
Dana	Lahti
Renee	Landberg
Robert	Lane
M. Valencia	Lane
Paul	Lefever
Lynette	LeiKam
Lois	Lemieux
	Levegue-
Domingo	Zapata
Kathy	Macefield
	Maida-
Elizabeth	Gerhart
Suzanne	Mannix
Karen	Marble
Catherine	Maunu
Sharon	Maynard
Russell	McCurdy
	McDonald
Jack	Garritty
Philip	McGovern
Cheryl	McKenty
Jean	McLean
James	McMormick
	McVey-
Emily	Touchette
Monte	Miles
Billie	Miller
Alan	Milliron

Mardel	Milliron
Dennis	Mock
Sarah	Moeller
Ashley	Moon
John	Moore
Claudia	Morley
Stephanie	Morrison
John M	Mott
Barbara	Muir
Pat	Murdo
Betty	Murphy
Colleen	Murphy
Susan	Murphy
Cindy	Nelson
Mary "Rita"	Newman
Marian	Nichols
David L	Nielsen
Judith (Judy)	Nielsen
Lois	O'Connor
Christine	Ohler
Kurt	Olofson
Lois	Olsen
Melody	Olson
Floyd	Olson
David	Olson
Christina	Otto
Judith	Owens
Paul	Pacini
Gerri	Payne
David	Payne
James	Pellegrini
Denise	Pengeroth
Frances	PennerRay
Patricia	Perl
Frank	Perl
Gary	Petersen
Ethel	Peterson
Melanie	Phelps
Alicia	Pichette
Becky	Piske
Kathryn	Plettenberg
Amanda	Plona
Becky	Poore

Rebecca	Power
Kim	Prigge
Len	Pruss
Randel	Rake
Robert	Ray
Shawna	Raye
Jason	Roach
William	Roberts
Michael	Roberts
Kay	Robertson
Philip	Robison
Cindy	Roscoe
Sandra	Runkel
Susan	Russell
Charles	Ruzicka
Thomas	Rygg
Jacalyn	Rygg
JoAnn	Saenz
Kathleen	Satterthwaite
Joyce	Schillinger
Robert (Bob)	Schlack
Roger	Schultz
Grace	Schutte
Jesse	Seipel
Shagone	Seipel
Sumner	Sharpe
Michael	Shields
Gayle	Shirley
Roberta (Bonnie)	Shown
Luanne	Smith
Thomas	Snell
	Smith-
Wendy	Adamson
Tannia	Stebbins
Kent	Stevenson
Margaret (Maggie)	Stockwell
Catherine	Stone
Danic	Strausbaugh
Lesley	Strausbaugh
Kathleen	Strausbaugh
Alexander	Street
Sarah	Sullivan

Valentine	Sworts	Mildred	Wenz
Kathy	Tams	Veronica	Whitaker
Rita	Tenneson	Jan	Williams
Debra	Thares	Annette	Williams
Gretchen	Tigner	Opal	Winebrenner
Norma	Tirrell	Diann	Winterburn
Donna	Torgerson	Sandra	Winters
Elaine	Ulgenes	Linda	Wollitz
Bradley	Ulgenes	Miriam	Wolok
Mary	Vandenbosch	Jeri	Wright
Brenda	Wahler	Leroy	Zent
Ann	Waickman	Kevin	Zwicker

ATTACHMENT #3

List of Members of the Public Who Were Scheduled to Attend the May 1, 2024 Election Judge Training Session:

Last Name, First Name:

Bailey-Wolff	Ann
Begler	Nancy
Bischel	Linda
Brandborg	Becki
Brickell	Tim
Christiansen	George
Conger	Karen
Crutcher	Laurie
Dooling	Ann
Dunwell	MaryAnn
Gomez	Nicole
Harker	Rodney
Hawkins	Dan
Hawkins	Jo
Huff	Jane
James	Julie
Kendall	Cathy
Krausert	Michael
Ledbetter	Joel
Meeker	Dick
Rankin	Andrea
Rose	Marianne
Taylor	Joan
Thola	Bob
Turner	Kathy
Wilson	John
Wodnik	Joseph
Wodnik	Lorraine



Board Appointment - Eastgate Volunteer Fire District. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners will consider appointing Amy Thorngren to fill a vacancy on the Eastgate Volunteer Fire District.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Memo RE: Vacancy on Eastgate Volunteer Fire District	Staff Report

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: April 26, 2024
RE: May 2, 2024 Public Meeting

Eastgate Volunteer Fire District – Vacancy:

Kevin Ore, Fire Chief of the Eastgate Volunteer Fire District, notified the Lewis and Clark County Elections Office that Trustee Tawnya Rieben has resigned from the Eastgate Volunteer Fire District Board of Trustees. Amy Thorngren has petitioned for appointment to the vacancy.

The Elections Office has confirmed that Amy Thorngren is a registered voter and resident of the Eastgate Volunteer Fire District, and is therefore eligible to serve as a Trustee.

Per MCA 7-33-2106 (3), "Appointments to fill vacancies occurring during the term of office of a trustee must be made by the county governing body and appointees shall hold office until the next regular election."

Action:

1. Appoint Amy Thorngren to the Eastgate Volunteer Fire District Board of Trustees until the term ends in May 2025. The Trustee position will be up for a regular election in May 2025.

Amy Thorngren
PO Box 2220
East Helena MT 59635



Declaring Fire District Candidates Elected By Acclamation. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners will consider declaring candidates for noncompetitive fire district elections elected by acclamation.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Memo RE: Elected by Acclamation for Fire Districts	Staff Report

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: March 29, 2024
RE: May 2, 2024 Public Meeting

May 7, 2024 is the regular election day for Fire District and Fire Service Area Trustee positions.

Pursuant to 13-1-502, MCA, the elections for the following districts were cancelled because the number of candidates was equal to or less than the number of positions to be filled at the election: Augusta Fire Service Area, Augusta Volunteer Fire District, Baxendale Volunteer Fire District, Birdseye Volunteer Fire District, Eastgate Volunteer Fire District, East Helena Valley Volunteer Fire District, , Lincoln Fire District, West Helena Valley Fire District, Wolf Creek/Craig Fire Service Area, York Fire Service Area.

When an election is canceled pursuant to 13-1-502, MCA, candidates shall be declared elected to the position by acclamation by the Board of County Commissioners.

Requested Action:

Declare Daniel Barrett elected by acclamation to a three-year term as a Trustee of the Augusta Fire Service Area.

Daniel Barrett
PO Box 608
Augusta, MT 59410

Declare William Barrett elected by acclamation to a three-year term as a Trustee of the Augusta Fire Service Area.

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

William Barrett
PO Box 99
Augusta, MT 59410

Declare Greg Fullerton elected by acclamation to a three-year term as a Trustee of the Augusta Volunteer Fire District.

Greg Fullerton
PO Box 251
Augusta, MT 59410

Declare Timothy C Little elected by acclamation to a three-year term as a Trustee of the Augusta Volunteer Fire District.

Timothy C Little
PO Box 222
Augusta, MT 59410

Declare Stan Frasier elected by acclamation to a three-year term as a Trustee of the Baxendale Volunteer Fire District.

Stan Frasier
7344 Sweeney Creek Rd
Helena, MT 59601

Declare Michaelene Brown elected by acclamation to a three-year term as a Trustee of the Baxendale Volunteer Fire District.

Michaelene Brown
2520 Baxendale Rd.
Helena, MT 59601

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

Declare Bernhard "Bee" Hall elected by acclamation to a three-year term as a Trustee of the Birdseye Rural Fire District.

Bernhard "Bee" Hall
6243 Birdseye Road
Helena, MT 59602

Declare David Burda elected by acclamation to a three-year term as a Trustee of the Birdseye Rural Fire District.

David Burda
7828 Austin Road
Helena, MT 59602

Declare Gary Heggset elected by acclamation to a three-year term as a Trustee of the Eastgate Volunteer Fire District.

Gary Heggset
4110 Remington Street
East Helena, MT 59635

Declare Susan Mergenthaler elected by acclamation to a three-year term as a Trustee of the Eastgate Volunteer Fire District.

Susan Mergenthaler
1123 E. Lewis Street
East Helena, MT 59635

Declare Tod Dumas elected by acclamation to a three-year term as a Trustee of the East Helena Valley Volunteer Fire District.

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

Tod Dumas
2691 Cobre Drive
East Helena, MT 59635

Declare William R. Wegner elected by acclamation to a three-year term as a Trustee of the East Helena Valley Volunteer Fire District.

William R. Wegner
3290 Rogan Rd.
Helena, MT 59602

Declare Bobbi Jean Buster elected by acclamation to a three-year term as a Trustee of the Lincoln Fire District.

Bobbi Jean Buster
PO Box 354
Lincoln, MT 59639

Declare Stuart Fuller elected by acclamation to a three-year term as a Trustee of the West Valley Fire District.

Stuart Fuller
1355 Lariat Rd.
Helena, MT 59602

Declare Christopher M Goodman elected by acclamation to a three-year term as a Trustee of the Wolf Creek/Craig Fire Service Area.

Christopher M Goodman
2720 Craig River Road
Wolf Creek, MT 59648

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

Declare Bonnie Jo Young elected by acclamation to a three-year term as a Trustee of the Wolf Creek/Craig Fire Service Area.

Bonnie Jo Young
2575 Bridge Creek Lane
Wolf Creek, MT 59648

Declare Jason J Kreth elected by acclamation to a three-year term as a Trustee of the York Fire Service Area.

Jason J Kreth
6232 Favorite Gulch Rd.
Helena, MT 59602

Declare Shauna Smith elected by acclamation to a three-year term as a Trustee of the York Fire Service Area.

Shauna Smith
6279 Favorite Gulch Rd.
Helena, MT 59602



Declaring Lincoln Hospital District Candidates Elected by Acclamation. (Connor Fitzpatrick)


Presented By:

Summary:

The Commissioners will consider declaring candidates for the noncompetitive Lincoln Hospital District election elected by acclamation.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Memo RE: Declaring Hospital District Candidates Elected by Acclamation	Staff Report

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: March 29, 2024
RE: May 2, 2024 Public Meeting

May 7, 2024 is the regular election day for the hospital districts.

Pursuant to 13-1-502, MCA, the election for the Lincoln Hospital District was cancelled because the number of candidates was equal to or less than the number of positions to be filled at the election.

When an election is canceled pursuant to 13-1-502, MCA, candidates shall be declared elected to the position by acclamation by the Board of County Commissioners.

Requested Action:

Declare Carolyn Hoer and Melody McDonough elected by acclamation to a three-year term as a Trustee of the Lincoln Hospital District.

Carolyn Hoer
PO Box 692
Lincoln MT 59639

Melody McDonough
PO Box 204
Lincoln MT 59639



Declaring Upper Blackfoot Valley Community Council Candidates Elected by Acclamation. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners will consider declaring the candidate from the noncompetitive Upper Blackfoot Valley Community Council election elected by acclamation.

Legal Review Required:

ATTACHMENTS:

Description	Type
Memo RE: Declaring UBVCC Candidate Elected by Acclamation	Staff Report

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: March 29, 2024
RE: May 2, 2024 Public Meeting

May 7, 2024 is the regular election day for the Upper Blackfoot Valley Community Council.

Pursuant to 13-1-502, MCA, the election for the Upper Blackfoot Valley Community Council was cancelled because the number of candidates was equal to or less than the number of positions to be filled at the election.

When an election is canceled pursuant to 13-1-502, MCA, candidates shall be declared elected to the position by acclamation by the Board of County Commissioners.

Requested Action:

Declare Zach Muse elected by acclamation to a three-year term as a Council Member of the Upper Blackfoot Valley Community Council.

Zach Muse
PO Box 4
Lincoln MT 59639



Declaring Water and Sewer District Candidates Elected by Acclamation. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners shall consider declaring the candidates from the noncompetitive Water/Sewer District elections elected by acclamation.

Legal Review Required:

ATTACHMENTS:

Description	Type
Memo RE: Candidates Elected by Acclamation for Water/Sewer District Boards	Staff Report

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: March 29, 2024
RE: May 2, 2024 Public Meeting

May 7, 2024 is the regular election day for the Water and/or Sewer District positions.

Pursuant to 13-1-502, MCA, the elections for the following districts were cancelled because the number of candidates was equal to or less than the number of positions to be filled at the election: Augusta Community Water/Sewer District, Craig Water/Sewer District, East Canyon Ferry Water/Sewer District, Northstar Water and/or Sewer District, Ranchview Water and/or Sewer District, Ten Mile Creek Estates/Pleasant Valley Water/Sewer District, Treasure State Acres County Sewer District, West Canyon Ferry County Water/Sewer District, Wolf Creek County Water/Sewer District.

When an election is canceled pursuant to 13-1-502, MCA, candidates shall be declared elected to the position by acclamation by the Board of County Commissioners.

Requested Action:

Declare Jamie L Fuller elected by acclamation to a four-year term as a Director of the Augusta Community Water/Sewer District.

Jamie L Fuller
PO Box 512
Augusta, MT 59410

Declare Holly Herring elected by acclamation to a four-year term as a Director of the Augusta Community Water/Sewer District.

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

Holly Herring
PO Box 330
Augusta, MT 59410

Declare Christopher M. Goodman elected by acclamation to a four-year term as a Director of the Craig Water/Sewer District.

Christopher M. Goodman
2720 Craig River Road
Wolf Creek, MT 59648

Declare James R. Stoltz elected by acclamation to a four-year term as a Director of the East Canyon Ferry Water/Sewer District.

James R. Stoltz
723 Oakmont Rd.
Billings, MT 59105

Declare Stephen Toepfer elected by acclamation to a four-year term as a Director of the East Canyon Ferry Water/Sewer District.

Stephen Toepfer
1275 Cloverleaf Place
Billings, MT 59106

Declare William Norberg elected by acclamation to a four-year term as a Director of the Northstar Water and/or Sewer District.

William Norberg
918 Antares Road
Helena, MT 59602

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

Declare Robert E. Bennett elected by acclamation to a four-year term as a Director of the Ranchview Water and/or Sewer District.

Robert E. Bennett
1280 Angus Road
Helena, MT 59602

Declare Jim Oppedahl elected by acclamation to a four-year term as a Director of the Ranchview Water and/or Sewer District.

Jim Oppedahl
1290 Lariat Rd
Helena, MT 59602

Declare Tom Pahut elected by acclamation to a four-year term as a Director of the Ranchview Water and/or Sewer District.

Tom Pahut
1335 Lariat Road
Helena, MT 59602

Declare Patrick Glueckert elected by acclamation to a four-year term as a Director of the Ten Mile Creek Estates/Pleasant Valley Water/Sewer District.

Patrick Glueckert
1505 Lexington Rd
Helena, MT 59602

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

Declare William D. Uthman elected by acclamation to a four-year term as a Director of the Ten Mile Creek Estates/Pleasant Valley Water/Sewer District.

William D. Uthman
3850 Kitt Drive
Helena, MT 59602

Declare Walter C. Anderson elected by acclamation to a four-year term as a Director of the Treasure State Acres County Sewer District.

Walter C. Anderson
1411 Bighorn Rd
Helena, MT 59602

Declare James C. McGrane elected by acclamation to a four-year term as a Director of the Treasure State Acres County Sewer District.

James C. McGrane
4105 Cougar Dr
Helena, MT 59602

Declare Neil J. Sullivan elected by acclamation to a four-year term as a Director of the Treasure State Acres County Sewer District.

Neil J. Sullivan
4190 Cougar Dr.
Helena, MT 59602

Declare Melvin Barber elected by acclamation to a four-year term as a Director of the West Canyon Ferry County Water/Sewer District

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

Melvin Barber
2469 W. Shore Drive
Helena, MT 59602

Declare Robert Ganter elected by acclamation to a four-year term as a Director of the West Canyon Ferry County Water/Sewer District.

Robert Ganter
1296 Landmark Drive
Helena, MT 59601

Declare Jason Orzechowski elected by acclamation to a four-year term as a Director of the Wolf Creek County Water/Sewer District.

Jason Orzechowski
1045 Strawberry Drive.
Helena, MT 59601

Declare Catherine M. Schulte elected by acclamation to a four-year term as a Director of the Wolf Creek County Water/Sewer District.

Catherine M. Schulte
220 Recreation Road
Wolf Creek, MT 59648



Declaring Park District Candidates Elected by Acclamation. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners will consider declaring candidates from the noncompetitive Park District election elected by acclamation.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Memo RE: Declaring Park District Candidates Elected by Acclamation Staff Report	

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: March 29, 2024
RE: May 2, 2023 Public Meeting

May 7, 2024 is the regular election day for the park districts.

Pursuant to 13-1-502, MCA, the election for the Treasure State Acres Park District was cancelled because the number of candidates was equal to or less than the number of positions to be filled at the election.

When an election is canceled pursuant to 13-1-502, MCA, candidates shall be declared elected to the position by acclamation by the Board of County Commissioners.

Requested Action:

Declare Kristi Joy Craven and Lawrence (Larry) Thomas elected by acclamation to a four-year term as a Trustee of the Treasure State Acres Park District.

Kristi Joy Craven
1365 Cayuse Rd.
Helena MT 59602

Lawrence (Larry) Thomas
1310 Kodiak Rd.
Helena MT 59602



Board Appointment - Fire Districts. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners will consider appointing candidates who applied for seats open due to no candidates filing during the candidate filing period for the recent fire district elections.

Legal Review Required:

ATTACHMENTS:

Description	Type
▢ Memo RE: Appointing to Fill Election-related Open Seats for Marysville Fire District	Staff Report
▢ Memo RE: Appointing to Fill Election-Related Open Seats for Lincoln Fire District	Staff Report

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: April 3, 2024
RE: Public Meeting 05/02/2024

The election for the Marysville Volunteer Fire District was cancelled pursuant to 13-1-502, MCA because the number of candidates that filed was less than the number of positions to be filled.

When an election is cancelled pursuant to 13-1-502, MCA and there are no regular or declared write-in candidates for a position, the Board of County Commissioners shall fill the position by appointment.

Marc Bridges and Don Clark requested appointments to the open positions on Marysville Volunteer Fire District Board of Trustees. The elections office has verified that Marc Bridges and Don Clark are registered voters of the district, and therefore meet the eligibility requirements for board members.

Action:

1. Appoint Marc Bridges to the Marysville Volunteer Fire District Board of Trustees.

Marc Bridges
PO Box C12
Marysville, MT 59640

2. Appoint Don Clark to the Marysville Volunteer Fire District Board of Trustees.

Don Clark
7537 Long Gulch Rd.
Marysville, MT 59640

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: April 3, 2024
RE: Public Meeting 05/02/2024

The election for the Lincoln Fire District was cancelled pursuant to 13-1-502, MCA because the number of candidates that filed was less than the number of positions to be filled.

When an election is cancelled pursuant to 13-1-502, MCA and there are no regular or declared write-in candidates for a position, the Board of County Commissioners shall fill the position by appointment.

Whitney Cyr requested appointment to the open positions on Lincoln Fire District Board of Trustees. The elections office has verified that Whitney Cyr is a registered voter of the district, and therefore meets the eligibility requirements for a board member.

Action:

1. Appoint Whitney Cyr to the Lincoln Fire District Board of Trustees.

Whitney Cyr
PO Box 823
Lincoln, MT 59639



Board Appointment - Upper Blackfoot Community Council. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners will consider appointing an applicant to the Upper Blackfoot Valley Community Council after the seat was left open due to no candidates filing during the candidate filing period for the most recent Upper Blackfoot Valley Community Council election.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Memo RE: Appointment to UBVCC Seat Left Open After an Election	Staff Report

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: April 26, 2024
RE: May 2, 2024 Public Meeting

The election for the Upper Blackfoot Valley Community Council was cancelled pursuant to 13-1-502, MCA because the number of candidates that filed was less than the number of positions to be filled.

When an election is cancelled pursuant to 13-1-502, MCA and there are no regular or declared write-in candidates for a position, the Board of County Commissioners shall fill the position by appointment per 13-1-502 (5) (b) (ii).

Cindy Wojciechowski requested appointment to the open position on the Upper Blackfoot Valley Community Council Board of Directors. The elections office has verified that Cindy Wojciechowski is a registered voter and resident of the district, and therefore meets the eligibility requirements for a board member.

Requested Action:

Declare Cindy Wojciechowski appointed to a three-year term as a Council Member of the Upper Blackfoot Valley Community Council.

Cindy Wojciechowski
4059 4x4 Rd.
Lincoln, MT 59639



Board Appointments - Water/Sewer Districts. (Connor Fitzpatrick)

Presented By:

Summary:

The Commissioners shall consider filling seats on Water/Sewer Districts that were open after the close of candidate filing for the most recent Water/Sewer District elections.

Legal Review Required:

ATTACHMENTS:

Description	Type
▣ Memo RE: Appointing to Fill Election-Related Open Seats for Craig Water/Sewer Dist.	Staff Report
▣ Memo RE: Appointing to Fill Election-Related Open Seats for East Clark St. Water/Sewer Dist	Staff Report
▣ Memo RE: Appointing to Fill Election-Related Open Seats for Ten Mile/Pleasant Valley Water/Sewer Dist	Staff Report

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: April 3, 2024
RE: Public Meeting 05/02/2024

The election for the Craig Water/Sewer District was cancelled pursuant to 13-1-502, MCA because the number of candidates that filed was less than the number of positions to be filled.

When an election is cancelled pursuant to 13-1-502, MCA and there are no regular or declared write-in candidates for a position, the Board of County Commissioners shall fill the position by appointment.

Jason Crocker requested an appointment to the open position on the Craig Water/Sewer District Board of Directors. The elections office has verified that Jason Crocker is a registered voter of the district, and therefore meets the eligibility requirements for a board member.

Action:

1. Appoint Jason Crocker to the Craig Water/Sewer District Board of Directors.

Jason Crocker
50 Craig Main
Wolf Creek, MT 59648

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: April 3, 2024
RE: Public Meeting 05/02/2024

The election for the East Clark Street Water/Sewer District was cancelled pursuant to 13-1-502, MCA because the number of candidates that filed was less than the number of positions to be filled.

When an election is cancelled pursuant to 13-1-502, MCA and there are no regular or declared write-in candidates for a position, the Board of County Commissioners shall fill the position by appointment.

Heath Mason requested an appointment to the open position on the East Clark Street Water/Sewer District Board of Directors. The elections office has verified that Heath Mason is a registered voter of the district, and therefore meets the eligibility requirements for a board member.

Action:

1. Appoint Heath Mason to the East Clark Street Water/Sewer District Board of Directors.

Heath Mason
PO Box 2244
East Helena, MT 59635

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: April 3, 2024
RE: Public Meeting 05/02/2024

The election for the Ten Mile Creek Estates/Pleasant Valley Water/Sewer District was cancelled pursuant to 13-1-502, MCA because the number of candidates that filed was less than the number of positions to be filled.

When an election is cancelled pursuant to 13-1-502, MCA and there are no regular or declared write-in candidates for a position, the Board of County Commissioners shall fill the position by appointment.

David Lindgren requested appointment to the open position on the Ten Mile Creek Estates/Pleasant Valley Water/Sewer District Board of Directors. The elections office has verified that David Lindgren is a registered voter of the district, and therefore meets the eligibility requirements for a board member.

Action:

1. Appoint David Lindgren to the Ten Mile Creek Estates/Pleasant Valley Water/Sewer District Board of Directors.

David Lindgren
3855 Kitt Dr.
Helena MT 59602