



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Thursday, October 17, 2024, at 9:00 AM in Commission Chambers, Rm 330.

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

1. **Pledge of Allegiance**

2. **Consent Action Items**

a. Vendor Claims Report for Week Ending October 11, 2024. (Marni Bentley)

b. Public Meeting Minutes for October 3, 8, 2024. (Brandi Spangler)

3. **Presentation of the Great ShakeOut - Earthquake Drill. (Keni Grose/Kyle Sturgill-Simon)**

The Commissioners will hear the presentation.

4. **Bid Opening. Augusta Gravel Supply. (Audra Zacherl)**

The Commissioners will consider opening the bids.

5. **Contract Between Lewis and Clark County and Dustbusters Enterprises, Inc. (Jesse Whitford)**

The Commissioners will consider the contract with Dustbusters Enterprises, Inc. to provide and apply approximately 41,184 gallons of magnesium chloride to 5.4 miles of the upper section of Sun Canyon Road in Augusta, Montana for an amount not to exceed \$39,537. The contract begins upon approval by both parties with work to be completed by November 15, 2024.

6. **Grant Application to the Montana Department of Transportation. (Kevin Horne)**

The Commissioners will consider submittal of a grant application to the Montana Department of Transportation for Senate Bill 536 discretionary grant funds for bridge quick-fix repairs. The proposed project is to repair and address structural settling issues with the approaches of the Craig River Bridge located in Craig, Montana. The total grant request is \$149,304.20 with no required match.

7. **Grant Task Order 25-25-5-41-177-0 Amendment No. 5 to Lewis and Clark Public Health from Montana Department of Public Health and Human Services. (Drenda Niemann)**

The Commissioners will consider the grant task order amendment No. 5 from the Montana Department of Public Health and Human Services for the Healthy Montana Families home visiting programs. The term began October 1, 2021 and has been extended to September 29, 2025. The grant amount for this extended period equals \$241,373.

8. **Grant Award to Lewis and Clark County from the Montana Department of Natural Resources and Conservation. (Ann McCauley)**

The Commissioners will consider an American Rescue Plan Act (ARPA) Minimum Allocation Grant Award from the Montana Department of Natural Resources and Conservation in the amount of \$85,000 for installation of new Public Water and Wastewater Systems at Trinity School District #4 in Canyon Creek. Match for the project is being provided through a County ARPA Direct Allocation Award \$62,000 and the District \$25,000. The period of performance is March 3, 2021 through December 31, 2025.

9. **Grant Award to Lewis and Clark County from the State of Montana Board of Crime Control. (Matt Kultgen)**

The Commissioners will consider accepting the grant award from the State of Montana Board of Crime Control for the STOP Violence Against Women Act (VAWA) for \$79,151, with a match requirement of \$26,384. The total award is \$105,535. These funds will be used for costs associated with the deputy assigned to work under this grant. The grant period begins October 1, 2024 through September 30, 2025.

10. **Grant Award to Lewis & Clark County from Montana Department of Transportation. (Chris Weiss)**

The Commissioners will consider the grant award from the Montana Department of Transportation in the amount of \$15,000 to provide reimbursement for overtime costs incurred by deputies working DUI traffic shifts. The grant period begins October 1, 2024 through September 30, 2025.

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

12. **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
10-3-24 Meeting Minutes	Attachment
10-8-24 Meeting Minutes	Attachment



PUBLIC MEETING

October 3, 2024
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, October 3, 2024, at 9:00 AM 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, Dan Karlin, Jessica Makus, Laurel Riek, Ann McCauley, Connor Fitzpatrick, Rachel Ward, Greg McNally, Jennifer McBroom, James Mitchell, Michelle Mitchell, and Brandi Spangler, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

- a. Public Meeting Minutes for September 3, 5, 12, 19, 24, 2024. (Brandi Spangler)

[1:14] 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 Payne and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

Bid Award. Lower D2 Ditch Flood Mitigation Project. (Dan Karlin)

[2:07] Dan Karlin, County Engineer, presented a bid award for the Lower D2 Ditch Flood Mitigation Project to the low bidder, Vossler Excavating, Inc. of Jefferson City, Montana for \$553,148.10. Staff recommends approval of the bid award.

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.

Resolution 2024-108 Relating to \$43,609.72 Bond for the Lewis and Clark County (Jeanne Road) Rural Improvement District No. 2023-2; Fixing the Form and Details and Providing for the Execution and Delivery Thereof and Security Therefor. (Jessica Makus)

[15:00] Jessica Makus, Special Districts Coordinator, presented a resolution relating to \$43,609.72 bond for the Jeanne Road Rural Improvement District (RID) improvements, authorizing participation in the State of Montana INTERCAP Loan Program. Staff recommends approval of the resolution.

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.

Grant Task Order 24-07-7-11-157-0 Amendment No. 1 Between Lewis and Clark County and Montana Department of Public Health and Human Services. (Laurel Riek)

[21:50] Laurel Riek, Environmental Health and Disease Prevention Division Administrator, presented a grant task order amendment with the Montana Department of Public Health and Human Services (DPHHS) to add an additional \$58,610.40 and to extend the task order through September 29, 2025. Staff recommends approval of the grant task order amendments.

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.

Interagency Memorandum of Understanding Between Lewis and Clark County and Lewis and Clark Water Quality Protection District. (Ann McCauley)

[28:22] Ann McCauley, Grants and Purchasing Director, presented an Interagency Memorandum of Understanding (MOU) with Lewis and Clark Water Quality Protection District for implementation of the American Rescue Plan Act (ARPA) award through December 31, 2026. Staff recommends approval of the MOU.

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.

Amendment No. 1 to Subrecipient Agreement Between Lewis and Clark County and Augusta American Legion Post No. 51. (Ann McCauley)

[34:05] Ann McCauley, Grants and Purchasing Director, presented an amendment to the Local Assistance and Tribal Consistency Fund (LATCF) subrecipient agreement with Augusta American Legion Post No. 51 for the Augusta Rodeo Grounds Electrical Upgrades project. The amendment extends the period of performance to December 31, 2025.

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.

Grant Application to the Secretary of State's Office. (Connor Fitzpatrick)

[38:19] Connor Fitzpatrick, Elections Supervisor, presented a grant application to the Secretary of State's Office for the Help America Vote Act (HAVA) in the amount of \$40,912 to pay current Lewis and Clark County and City of Helena employees to assist with the election. Staff recommends approval of the grant application.

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.

**Preliminary Plat Application for Drop Tine Meadows Subdivision, SUBD2024-1. (Tabled 9-26-24)
(Applicant: James & Michelle Mitchell) (Planner: Rachel Ward)**

[45:43] Rachel Ward, Planner II, presented the preliminary plat application and variance requests for Drop Tine Meadows Subdivision. Staff recommends approval of the preliminary plat application.

[55:25] Greg McNally, Community Planning and Development Director, confirmed that discussion is developing with the fire community about looking at more regional systems for fire suppression systems which will ultimately cross main collector roads. Fire Chief in the East Valley supports use of this system.

No public comment was received.

Commissioner Rolfe made a global motion to conditionally approve the preliminary plat application and was seconded by Commissioner Payne.

[1:00:08] Commissioner Hunthausen reviewed the Findings of Fact related to the variance request to not extend road connections to the properties to the East and West, as there is current access.

Commissioner Rolfe made a motion to adopt the Findings of Fact and was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

[1:06:00] Commissioner Hunthausen reviewed the Conclusions related to the variance request.

Commissioner Rolfe made a motion to accept the Conclusions and was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Commissioner Rolfe made a motion to approve the variance request and was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Commissioner Rolfe made a motion to approve the variance request to travel on arterial and major collector road to deliver water from off-site water supply system and was seconded by Commissioner Payne.

[1:12:15] Commissioner Hunthausen reviewed the Findings of Fact related to the variance request and adding that this variance is under review under the subdivision regulations with the fire community.

Commissioner Rolfe made a motion to accept the Findings of Fact including the added Finding of Fact. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

[1:20:08] Commissioner Hunthausen reviewed the Conclusions related to the variance request.

Commissioner Rolfe made a motion to accept the Conclusions and was seconded to Commissioner Payne. The motion Passed on a 3-0 vote.

Commissioner Hunthausen noted the motion on the table is to approve the variance request. The motion Passed on 3-0 vote.

[1:27:48] Commissioner Hunthausen reviewed the Findings of Fact and Conclusions, relating to the overall subdivision.

Commissioner Rolfe made a motion to adopt the Findings of Facts and Conclusions, including the approval of the variance requests. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

[2:06:54] Commissioner Hunthausen and Ms. Ward reviewed the Conditions of Approval.

[2:18:07] James Mitchell, applicant, has reviewed the conditions of approval.

Commissioner Payne made a motion to adopt the conclusion that the subdivision will have adverse effects on the impact criteria that can be mitigated through the Conditions of Approval. The motion was seconded by Commissioner Hunthausen. The motion Passed on a 3-0 vote.

Commissioner Rolfe made a motion to accept the Conditions of Approval and was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Commissioner Hunthausen noted there is a global motion on the table to approve the conditional preliminary plat. 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 11:27am.

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

October 8, 2024
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Tuesday, October 8, 2024, at 9:00 AM 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, Jessica Makus, Brian Robinson, Kevin Wright, Jason Crum, Kapri Byrne, Ann Perry, Mike Glueckert, Darren McLean, and Brandi Spangler, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

There were no consent action items.

Resolution 2024-109 to Create the Fieldcross-Scratchgravel Rural Improvement District No. 2024-7. (Jessica Makus)

[1:27] Jessica Makus, Special Districts Coordinator, presented a resolution to create the Fieldcross-Scratchgravel Rural Improvement District (RID). Each of the 42 benefiting properties would be levied a 15-year debt service assessment of \$277 annually for improvements with an additional \$145 per year for maintenance. Legal notice was sent to each property owner and published in the Helena Independent Record. As of the closing of the comment period on October 4, 2024, one protest was received, but not enough to bar process today. Staff recommends approval of the resolution.

PUBLIC COMMENT:

[8:02] Kapri Byrne, 6875 Scratchgravel Drive, is in support of the RID.

[10:11] Ann Perry, Hannah Lane and Green Meadow, is not in support of the RID due to the cost.

[11:20] Mike Glueckert, 11 Fieldcross Lane, is in support of the RID and wants the speed limit reduced.

[12:12] Darren McLean, 50 Hannah Lane, is in support of the RID and agrees the speed limit needs to be reduced.

Ms. Makus stated 25 mph is the lowest speed limit by law in residential areas and the speed limit is determined by density. More signage can be added, but it is hard to enforce a speed limit.

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 County and PowerDMS. (Captain Brian Robinson)

[30:00] Brian Robinson, Patrol Captain, presented a contract with PowerDMS for the PowerLine Wellness App in the amount of \$4,137. The contract period is October 1, 2024 through September 30, 2025. There is an automatic renewal cost of \$3,726.96 for the period of October 1, 2025 through September 30, 2026. Staff recommends approval of the contract.

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.

Agreement Between Lewis and Clark County and Guardian Alliance Technologies, Inc. (Captain Brian Robinson)

[39:00] Brian Robinson, Patrol Captain, presented an agreement with Guardian Alliance Technologies, Inc. for an annual fee of \$1,000 and an additional \$65 per investigation for the Guardian Background Investigation Software. Staff recommends approval of the agreement.

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.

Board Appointments. (Roger Baltz)

[48:17] Roger Baltz, Chief Administrative Officer, presented a board appointment to the Airport Authority Board and recommended the Commissioners take the applicants into consideration for appointment.

Commissioner Payne made a motion to appoint James McCormick to the Airport Authority Board to a partial term that will expire September 1, 2027. The motion was seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

[51:57] Roger Baltz, Chief Administrative Officer, presented a board appointment to the Forestvale Cemetery Board and recommended the Commissioners take the applicant into consideration for appointment.

Commissioner Rolfe made a motion to appoint Gary Long to the Forestvale Cemetery Board to a partial term that will expire August 31, 2026. The motion was 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 9:53am.

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



Presentation of the Great ShakeOut - Earthquake Drill. (Keni Grose/Kyle Sturgill-Simon)

Presented By:

Summary:

The Commissioners will hear the presentation.

Legal Review Required:



Bid Opening. Augusta Gravel Supply. (Audra Zacherl)


Presented By:

Summary:

The Commissioners will consider opening the bids.

Legal Review Required:

ATTACHMENTS:

Description	Type
 Legal Ad	Attachment

-INVITATION TO BID-

The Lewis and Clark County Public Works Department is soliciting competitive bids from interested parties for the purchase of 1 ¼” minus top surfacing gravel.

All Bids must be in accordance with the contract documents. Complete details of the solicitation may be examined or obtained online at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current>. Contractors are encouraged to check for any addenda issued at prior to submitting a bid. The designated point of contact for all communication regarding this solicitation is Jade Wills, jwills@lccountymt.gov or by calling (406) 447-8014.

A cone of silence is established for this solicitation which prohibits any bidder, or entity with financial interest in the bid award, from communicating regarding the solicitation with any Lewis and Clark County elected official, employee, or agent other than the designated point of contact.

A pre-bid conference will be held on October 8, 2024 at 3:00 p.m. local time in the Public Works Weed District Conference Room, located at 3402 Cooney Drive, Helena, Montana. Lewis and Clark County strongly urges interested bidders to attend.

Each bid or proposal must be accompanied by a Certified Check, Cashier’s Check or Bid Bond payable to Lewis and Clark County, in an amount not less than ten percent of the total amount of the bid.

Bids will be considered based on the most responsible bid submitted and the following criteria: purchase price, product availability, and specifications.

Sealed bids must be received at the Office of the Board of County Commissioners, Room 345, City-County Building, 316 N. Park Avenue, Helena, MT 59623 no later than 4:00 p.m. local time on October 16, 2024. The envelope containing the sealed bid will be labeled with the bidder’s name, address, and “Augusta Gravel, Bid Enclosed”.

Bids will be opened and read aloud at the public meeting of the County Commissioners on October 17, 2024 at 9:00 a.m. local time in Room 330 of the City-County Building, 316 N. Park Avenue, Helena, MT.

Lewis and Clark County reserves the right to reject any or all bids, to waive irregularities or to accept any bid deemed to be for the public good.

Legal Ad: Independent Record

Publish: Saturday, September 28, 2025
Saturday, October 5, 2025



Contract Between Lewis and Clark County and Dustbusters Enterprises, Inc. (Jesse Whitford)

Presented By:

Summary:

The Commissioners will consider the contract with Dustbusters Enterprises, Inc. to provide and apply approximately 41,184 gallons of magnesium chloride to 5.4 miles of the upper section of Sun Canyon Road in Augusta, Montana for an amount not to exceed \$39,537. The contract begins upon approval by both parties with work to be completed by November 15, 2024.

Legal Review Required:

ATTACHMENTS:

Description	Type
☐ Sun Canyon Staff Memo	Staff Report
☐ Contract Cover Sheet	Attachment
☐ Contract_Dustbusters Enterprises	Contract

Jesse Whitford, CET IV, CWI
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: October 17, 2024

TO: Board of County Commissioners

FROM: Jesse Whitford, Project Construction Coordinator

RE: Contract with Dustbusters for the upper Sun Canyon Road application of
Magnesium Chloride

Two proposals were received from a limited solicitation to contractors interested in applying magnesium chloride to the upper 26-foot wide 5.4-mile section of Sun Canyon Road. Funding for this project is in the road infrastructure budget and work will be completed by November 15, 2024.

After review of both proposals, staff recommends awarding the contract to Dustbusters Enterprises, Inc. of Evanston, Wyoming for the unit price of Ninety-six Cents per applied gallon for an estimated total quantity of 41,184 gallons of magnesium chloride for a total sum not to exceed \$39,537 and authorize the Chair to sign all applicable contract documents.



CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant. This form does not apply to grant awards, grant contracts, sub-awards, or intergovernmental agreements. Include this completed form as a standalone attachment in Novus when submitting the contract for approval.

- 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, attach documentation of procurement method used (e.g., limited solicitation summary form or copy of formal solicitation).
- Purchase is an exception from standard procurement procedures, per county policy: **YES** **NO**
 - If YES, provide 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 performance and payment bonds per 18-2-201, MCA? **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). Debarment/suspension checks are done in the System for Award Management (SAM; www.sam.gov), which requires a login to access. 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. If available, provide the contractor's Unique Entity Identifier (UEI) below; debarment/suspension checks are most easily completed with UEIs.

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, a political subdivision of the State of Montana, herein referred to as "COUNTY", and Dustbusters Enterprises, Inc., herein referred to as "CONTRACTOR", whose address is 65 Rail Center, Evanston, Wyoming 82930; phone number is (307) 789-3878; and Federal Employee Identification Number 83-086499.

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:

Provide and apply magnesium chloride to a 26-foot wide, 5.4 mile section of the Sun Canyon Road beginning approximately 5.4 miles east of the Forest Service boundary and terminating at the beginning of the asphalt surfacing at the Forest Service boundary.

Scope includes work in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**.

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 Jenny Chambers, Director of Public Works or their designee. The CONTRACTOR's designated liaison with the COUNTY is Nathan Prete, Vice President.
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 November 15, 2024.
6. **COMPENSATION:** COUNTY shall pay CONTRACTOR Ninety-six Cents per applied gallon of magnesium chloride for an estimated total quantity of 41,184 gallons not to exceed Thirty-nine Thousand Five Hundred Thirty-seven Dollars (\$39,537) for the satisfactory completion

of the services described in **Exhibit A** of this Contract. Additionally, COUNTY 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 CONTRACTOR is performing by the terms of this Contract.

7. CONFLICT OF INTEREST: 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. 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. 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 CONTRACTOR pursuant to this Contract are the property of 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 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 COUNTY.
10. INDEMNIFICATION: CONTRACTOR waives all claims and recourse against 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 CONTRACTOR's performance of this contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR will indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTOR's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of 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 COUNTY prior to commencing work under this agreement. 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 shall comply with applicable federal, state, and local laws, rules and regulations. 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.
13. NONDISCRIMINATION: 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. MONTANA PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars (\$25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of Montana Prevailing Wage Rates established by the Montana Department of Labor and Industry. Rates applicable to this Contract are attached as **Exhibit B** and, by this reference, made part of this Contract.

Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.
15. 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.
16. 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.
17. 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 greater.
18. 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.

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

COUNTY:

CONTRACTOR:

Date: _____

Date: 10/1/24

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

Nathan Prete
Nathan Prete, Vice President,
Dustbusters Enterprises, Inc.

ATTEST:

State of Wyoming
County of Uinta

Amy Reeves, Clerk and Recorder

This instrument was acknowledged before
me on 10/01/2024 [date] by Nathan Prete
as Vice President of Dustbusters Enterprises,
Inc.

Samantha Brown
(Signature of Notarial Officer)

(Seal)



EXHIBIT A

**LEWIS AND CLARK COUNTY
LIMITED SOLICITATION**

The Lewis and Clark County Public Works Department is soliciting quotes from interested contractors to apply magnesium chloride to a 5.4-mile section of the Sun Canyon Road. The roadway is 26 feet wide, and the application will begin approximately 5.4 miles east of the Forest Service boundary and will terminate at the beginning of the asphalt surfacing at the Forest Service boundary. This work shall be completed by November 15, 2024.

Separate quotes will be received by Lewis and Clark County;

Public Works Department
Noxious Weed Control Division Building
Attn: Jesse Whitford, CET IV, CWI
3402 Cooney Drive
Helena, MT 59602

OR

e-mail to: jwhitford@lccountymt.gov

Respond By Date: **Tuesday, September 17, 2024**

Time: 3:00 p.m. local time.

**LEWIS AND CLARK COUNTY
LIMITED SOLICITATION**

STANDARD TERMS AND CONDITIONS

1. Competition

Lewis and Clark County encourages free and open competition among contractors. Whenever possible, specifications, bid invitations, limited solicitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and the accomplishment of a sound economical operation.

The contractor's authorized signature on this quote guarantees that the prices quoted have been established without collusion with other eligible contractors and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

2. Preparation of Quote

Quotes will be written in ink and/or typewritten on quote forms furnished herewith. Erasures and alterations must be initialed by the contractor in ink. No verbal quote shall be accepted.

The contractor agrees that the quoted prices shall be good and may not be withdrawn for at least 30 days.

3. Contract Security

For projects of \$50,000 or more contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract price as security for the faithful performance and payment of all of contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due.

4. Liability Insurance

Contractor will 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 owner prior to commencing work on this project. The owner must be listed as an additional insured on the general liability insurance certificate for this project.

5. Special Fuel

Montana's 2013 Legislature passed SB116 that eliminates the requirement to obtain a Special Fuel User's Permit. The requirement to use tax paid fuel on all public road construction projects remains in effect.

6. Montana Prevailing Wage

For Projects of \$25,000 or more - All employees employed by the contractor or their subcontractors in performance of this project will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of Montana Prevailing Wage Rates established by the Montana Department of Labor and Industry.

7. Gross Receipts Tax

All contractors and subcontractors working 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 five thousand dollars (\$5,000.00) and above.

6. Acceptance/Rejection of Quotes

Lewis and Clark County reserves the right to accept or reject any or all quotes, wholly or in part, to make awards in any manner deemed in the best interest of the County.

8. Quote Worksheet

Contractors are required to complete all Quote Worksheets.

9. Nondiscrimination

In accordance with federal and state laws, the contractor agrees not to discriminate against any client, employee, or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services.

It is further understood that any contractor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased and the recurrence of such acts is unlikely.

LIMITED SOLICITATION PROJECT DESCRIPTION

Scope of Services

The Lewis and Clark County Public Works Department is soliciting quotes from interested contractors to apply magnesium chloride to a 5.4-mile section of the Sun Canyon Road. The roadway is 26 feet wide, and the application will begin approximately 5.4 miles east of the Forest Service boundary and will terminate at the beginning of the asphalt surfacing at the Forest Service boundary. This work shall be completed by November 15, 2024.

Lewis and Clark County will prepare the road bed prior to the application of the dust palliative. Application of the dust palliative will include approximately 82,368 square yards of surface area, and approximately 41,184 gallons of magnesium chloride. The product and application shall meet the following specifications:

1.1 GENERAL

A. Furnish a brine solution conforming to the following:

- | | |
|-----------------------------------|----------------|
| 1. Magnesium chloride by mass | 28% minimum |
| 2. Water by mass | 72% maximum |
| 3. Specific gravity (AASHTO T227) | 1.290 to 1.330 |

1.2 EXECUTION

- A. Do not apply dust palliative when the weather is foggy or when rain is anticipated within 24 hours of application. Do not apply dust palliative when the ground is frozen. Do not discharge dust palliative beyond the plan location, or beyond the road into streams, channels, waterbodies, vegetation, or other environmentally sensitive areas.

1.3 DISTRIBUTORS

- A. Use a pressure distributor for dust palliative application that distributes the required amount of dust palliative in a uniform spray, without atomization. Equip it with a bitumeter having a dial visible to the driver for maintaining the constant speed required for application at the specified rate.

1.4 APPLICATION

- A. Provide a dust palliative brine solution with a minimum concentration of 28% magnesium chloride. Ensure the brine solution components are thoroughly mixed in the distributor. Apply a minimum of two applications of the brine solution, at a minimum of 1 to 2 hours between applications. The maximum time lapse between the first and final application shall not exceed 12 hours unless a light application of water is applied prior to the final application of magnesium chloride. A minimum total of 0.5 gallons of brine solution per square yard will be applied. Perform additional applications if directed by Owner's representative. Apply the dust palliative when the ambient air temperature is 40 degrees F and rising.

LIMITED SOLICITATION

WORKSHEET

MAGNESIUM CHLORIDE APPLICATION – SUN CANYON – 2024

Estimated				
Item	Quantity	Unit	Unit Price	Total Price
Magnesium Chloride Applied	41,184	Gallons	.96	39,536.64
Total in Words:	Thirty-nine thousand, five hundred thirty-six dollars and			
	sixty-four cents.			

MEASUREMENT AND PAYMENT: Measurement and payment for aggregate stabilization/dust palliative (Magnesium Chloride) will be by the brine solution gallon, complete and accepted in-place as directed by the owners representative.

THE UNDERSIGNED CONTRACTOR has become familiar with the materials and services solicited by Lewis and Clark County. The Contractor agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Contractor, having satisfied himself of the materials and services, does submit the quote as follows:

THE CONTRACTOR HEREBY PROPOSES AND AGREES, if this quote is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein for the following prices.


THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES that:

1. This offer is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Contractor has not directly or indirectly induced or solicited any other contractors to put in a false or sham offer.
3. The Contractor has not solicited or induced any person or firm to refrain from submitting a quote.
4. The Contractor has not sought by collusion to obtain any advantage over any other contractor or over Lewis and Clark County.

**LIMITED SOLICITATION
WORKSHEET**

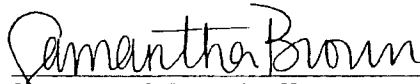
Contractor Business Name: Dustbusters Enterprises Inc.
Contractor Address: 65 Rail Center
Evanston, WY 82930
Contact Name: Nathan Prete
Telephone No.: 307-789-3878
Contact E-Mail: nathan@dustbustersinc.com
Tax ID No: 83-086499
Contractor Registration No.: NA

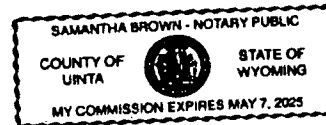
Signature of authorized company official approving the quote as submitted:

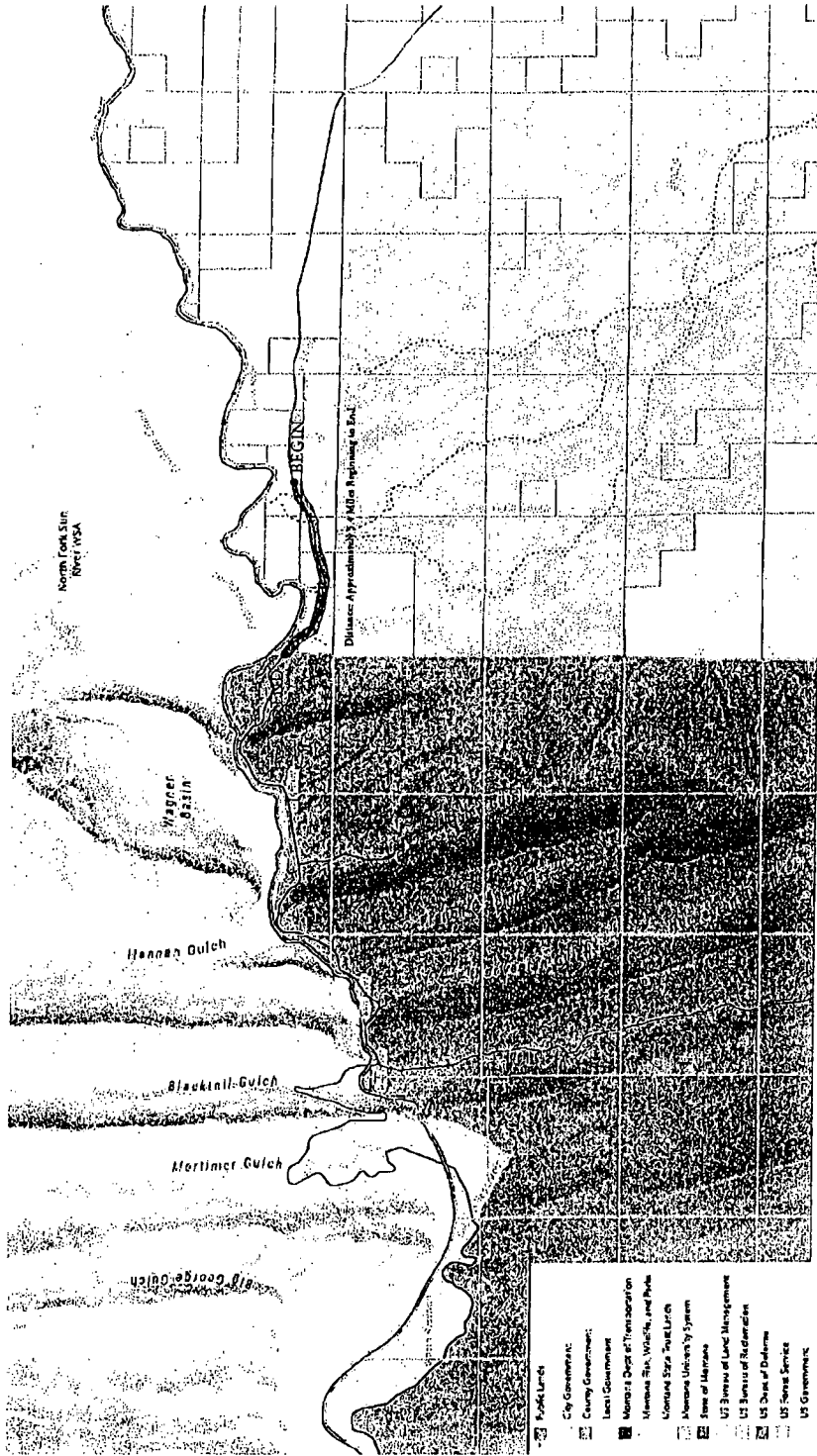
By: 
Title: Vice President
Date: 9/16/2024

State of ~~Montana~~ Wyoming
County of Uinta

This instrument was acknowledged before me on 9/16/2024 [date] by Nathan
Prete [authorized company official] as Vp [title]
of Dustbusters Enterprises Inc. [company].


Signature of Notarial Officer





Sun Canyon Road

Magnesium Chloride Application 2024

Begin: West approximately 5.4 miles, End: Forest Service Boundary

EXHIBIT B

**MONTANA
PREVAILING WAGE RATES FOR HIGHWAY CONSTRUCTION SERVICES 2024**

Effective: January 13, 2024

***Greg Gianforte, Governor
State of Montana***

***Sarah Swanson, Commissioner
Department of Labor & Industry***

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ERD at erd.dli.mt.gov/labor-standards or contact:

Employment Relations Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59620-1503
Phone 406-444-6543.

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication Effective January 13, 2024

B. Definition of Highway Construction

The Administrative Rules of Montana (ARM), 24.17.501(3) – (3)(a), states “Highway construction projects include, but are not limited to, the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, and parking areas, bridges constructed or repaired in conjunction with highway work, and other similar projects not incidental to building construction or heavy construction.

Highway construction projects include, but are not limited to, alleys, base courses, bituminous treatments, bridle paths, concrete pavement, curbs, excavation and embankment (for road construction), fencing (highway), grade crossing elimination (overpasses or underpasses), guard rails on highways, highway signs, highway bridges (overpasses, underpasses, grade separation), medians, parking lots, parkways, resurfacing streets and highways, roadbeds, roadways, runways, shoulders, stabilizing courses, storm sewers incidental to road construction, street paving, surface courses, taxiways, and trails.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”.

D. Prevailing Wage Schedule

This publication covers only Highway Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Heavy Construction and Nonconstruction Services occupations can be found on the internet at www.mtwagehourbopa.com or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

"(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(19), defines zone pay as *"...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job."* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(22), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states *"...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are "...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-408, MCA states:

"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

WAGE RATES

BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$33.11	\$17.39

Travel:
Travel:
All Districts
0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

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CARPENTERS

Wage	Benefit
\$34.50	\$14.07

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$33.41	\$16.51

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

Zone Pay:
0-25 mi. free zone
>25-50 mi. base pay + \$2.50/hr.
>50 mi. base pay + \$3.00/hr.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$31.65	\$12.37

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Heavy Duty Drills; Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

Zone Pay:
No zone pay established.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$33.68	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing/Screening Plant

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$34.79	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$35.73	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$37.07	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$38.26	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$40.86	\$12.37

Zone Pay:
No zone pay established.

This group includes but is not limited to:
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$26.90	\$12.80

Zone Pay:
No zone pay established.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$26.97	\$11.82

Zone Pay:
No zone pay established.

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$30.19	\$11.82

Zone Pay:
No zone pay established.

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$31.18	\$11.82

Zone Pay:

No zone pay established.

This group includes but is not limited to:

Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc.

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DIVERS

	Wage	Benefit
Stand-By	\$48.51	\$16.05
Diving	\$97.52	\$16.05

Depth Pay (Surface Diving)

0-20 ft.	free zone
>20-100 ft.	\$2.00 per ft.
>100-150 ft.	\$3.00 per ft.
>150-220 ft.	\$4.00 per ft.
>220 ft.	\$5.00 per ft.

Diving In Enclosures

0-25 ft.	free zone
>25-300 ft.	\$1.00 per ft.

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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DIVER TENDERS

Wage	Benefit
\$47.55	\$16.05

Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

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ELECTRICIANS

Wage	Benefit
\$38.86	\$17.75

Travel:

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone
>18-60 mi. federal mileage rate/mi.

Per Diem

District 4

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
\$33.95	\$24.50

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:

All Districts

0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
\$33.95	\$24.50

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

Travel:

All Districts

0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

LINE CONSTRUCTION – EQUIPMENT OPERATORS

Wage	Benefit
\$38.56	\$17.93

Duties Include:

All work on substations

Travel:

No Free Zone
\$60.00/day

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$30.11	\$17.44

Travel:
No Free Zone
\$60.00/day

Duties Include:
All work on substations

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$50.35	\$19.54

Travel:
No Free Zone
\$60.00/day

Duties Include:
All work on substations

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MILLWRIGHTS

Wage	Benefit
\$40.49	\$18.84

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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PAINTERS

Wage	Benefit
\$36.00	\$12.84

Zone Pay:
No zone pay established.

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PILE BUCKS

Wage	Benefit
\$34.50	\$14.07

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

Duties Include:
Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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TRUCK DRIVERS

	Wage	Benefit
Pilot Car Driver	\$28.21	\$12.57
Truck Driver	\$30.78	\$9.36

Zone Pay:

No zone pay established.

Truck drivers include but are not limited to:

Combination Truck and Concrete Mixer and Transit Mixer;
Dry Batch Trucks; Distributor Driver; Dumpman; Dump
Trucks and similar equipment; Dumpster; Flat Trucks;
Lumber Carriers; Lowboys; Pickup; Powder Truck Driver;
Power Boom; Serviceman; Service Truck/Fuel
Truck/Tireperson; Truck Mechanic; Trucks with Power
Equipment; Warehouseman, Partsman, Cardex and
Warehouse Expeditor; Water Trucks.

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Grant Application to the Montana Department of Transportation. (Kevin Horne)

Presented By:

Summary:

The Commissioners will consider submittal of a grant application to the Montana Department of Transportation for Senate Bill 536 discretionary grant funds for bridge quick-fix repairs. The proposed project is to repair and address structural settling issues with the approaches of the Craig River Bridge located in Craig, Montana. The total grant request is \$149,304.20 with no required match.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:	SB 536 Discretionary Funds Quick Fix Repairs	
Grant/Contract number:	N/A	
Funding source:		
Federal Agency:	N/A	
State Agency:	Montana Department of Transportation	
ARRA funding?	No	
Award amount:	N/A	
Hard Match required:	0	
Soft Match required:	0	
Indirect Cost Rate amount:	0	
Grant/Contract Period:	Start:	12/1/2024 End:
Catalog of Federal Domestic Assistance number:	N/A	

Separate fund needed for accounting purposes? Yes

Is this project in the current fiscal budget? Yes

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: Dan Karlin/447-8034

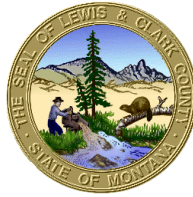
County Department: Public Works

County Assigned Project number: None yet.

Salaries to be paid by grant? No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff memo	Staff Report
<input type="checkbox"/> Cost Estimate	Attachment
<input type="checkbox"/> Grant Request Letter	Attachment



LEWIS AND CLARK COUNTY

Public Works Department

DATE: October 17, 2024

TO: Board of County Commissioners

FROM: Daniel Karlin, County Engineer

RE: Requesting Authorization to Submit SB 536 Quick Fix Repairs Grant Request

Over the past several months, Public Works has been working on a repair plan to resolve issues with approaches to the Craig River Bridge in Craig. Approximately every four years, bridge crews add asphalt or do concrete repairs to address persistent settlement. We engaged TD&H Engineering to design a repair plan that will permanently solve the settling issue. The estimated cost to implement the repair plan is \$149,304.20. We budgeted about half the necessary funds in the FY25 budget.

We understand that the Montana Department of Transportation (MDT) has approximately \$8 million remaining in the SB 536 grant program for quick fix repairs. Conversations with MACO, who co-runs the program, have indicated that this project and its costs are within the guidelines for the grant program.

This grant, if received, will provide 100% of the funds necessary to complete this project.

Recommendation: Staff recommends that the Board of County Commissioners authorize the staff to submit the grant request to MDT and the Chair to sign the letter of request to accompany the application.

Bridge Repair Cost_Revised

ITEM	MDT DESCRIPTION	DESCRIPTION	QUANTITY	UNITS	Contractor		County		Project Totals
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
109200005	MOBILIZATION		10%	1 LS	\$ 4,920	\$ 4,920	\$ 7,882	\$ 7,882	
104030010	MISCELLANEOUS WORK	Clean out drain pipes		1 LS		\$ -	\$ -	\$ -	
203020278	EXCAVATION-DIGOUTS	Demo asphalt roadway and dig down 4'		82 CUYD		\$ -	\$ -	\$ -	
208010000	BMP ADMINISTRATION-LS			1 LS		\$ -	\$ -	\$ -	
209010160	TEMPORARY SHORING	Digout one lane at a time		1 LS		\$ -	\$ -	\$ -	
301020252	BRIDGE END BACKFILL-TYPE 1	Reuse existing gravel backfill. Misc. fill and recompaction		20 CUYD		\$ -	\$ 8	\$ 160	
401020022	COMMERCIAL MIX-PG 64-28	New Plant Mix, 3/8" doesn't need chip seal		25 TON		\$ -	\$ 80	\$ 2,000	
402020315	EMULSIFIED ASPHALT-TACK COAT			5 GAL		\$ -	\$ 5	\$ 25	
411010000	COLD MILLING			82 SQYD		\$ -	\$ -	\$ -	
551020126	CONTROLLED LOW STRENGTH MATL	Flowable Fill (6'Lx3'Dx37"W)		50 CUYD		\$ -	\$ 400	\$ 20,000	
606011503	RESET TEMP IMPACT ATTENUATOR			4 EACH		\$ -	\$ -	\$ -	
606011518	TEMPORARY IMPACT ATTENUATOR	At ends of temp conc barrier down centerline		4 EACH		\$ -	\$ -	\$ -	
618030080	TRAFFIC CONTROL-LS			1 LS		\$ -	\$ 35,000	\$ 35,000	
	TRAFFIC PLATE - Purchase	1" x 8' x 20'		3.93 TON			\$ 5,500	\$ 21,633	
618190100	TEMPORARY BARRIER RAIL			120 LNFT		\$ -	\$ -	\$ -	
618190110	RESET TEMP BARRIER RAIL			120 LNFT		\$ -	\$ -	\$ -	
620013960	STRIPING-WHITE EPOXY			2 GAL		\$ -	\$ -	\$ -	
620014960	STRIPING-YELLOW EPOXY			2 GAL		\$ -	\$ -	\$ -	
551020036	CONCRETE-CLASS STRUCTURE LOW SLUMP	2 Approach slabs (6'Lx32"Wx8"T) + (1.33'Lx32"Wx4"thickened)		8 CUYD	\$ 1,200	\$ 9,600	\$ -	\$ -	
551020036	CONCRETE-CLASS STRUCTURE LOW SLUMP	Sleeper Slab and Corbel		6 CUYD	\$ 1,200	\$ 7,200			
552010140	TRANSVERSE DECK GROOVING			71 SQYD		\$ -	\$ -	\$ -	
561010525	EXPANSION JOINT-PRECOMPRESSED			80 LNFT	\$ 80	\$ 6,400	\$ -	\$ -	
555010200	REINFORCING STEEL-EPOXY COATED			1000 LB	\$ 3	\$ 3,000	\$ -	\$ -	
555010200	REINFORCING STEEL-EPOXY COATED	Sleeper slab and corbel reinforcement		600 LB	\$ 3	\$ 1,800			
608010050	SIDEWALK-CONCRETE 6 IN			12 SQYD	\$ 400	\$ 4,800	\$ -	\$ -	
Subtotal					Contractor	\$ 37,720.00	County	\$ 86,700.17	\$ 124,420.17
30% Contingency					Contractor	\$ 7,544.00	County	\$ 17,340.03	\$ 24,884.03
TOTAL					Contractor	\$ 45,264.00	County	\$ 104,040.20	\$ 149,304.20

October 17, 2024

Chris Dorrington, Director
Montana Department of Transportation
2701 Prospect Avenue
PO Box 2001001
Helena, MT 59620-1001

RE: SB 536 Quick Fix Repairs Grant Application

Dear Director Dorrington,

Thank you for the opportunity to apply for SB 536 discretionary funds. In September of 2024, we completed the design of bridge end backfill and endwall detail repairs for the Craig River Bridge. The estimated total project cost is \$149,304.20.

The Craig River bridge was installed in 2006 through the MDT off-system bridge program and provides primary access to an area serving numerous residences, businesses, recreational areas and connects Interstate 15 to the frontage road. The route serves nearly 400 vehicles per day based on past traffic counts. The condition of the bridge itself is good, but the approaches suffer from chronic settlement issues because of an expansion joint detail that is no longer used by MDT. Bridge crews have conducted approach road repairs approximately every 4 years as a result and the pedestrian sidewalks had to be replaced twice in the 18 years the bridge has been in service. In essence, the approaches present a persistent maintenance and safety issue and a permanent solution is needed.

We appreciate the department's consideration of our application and look forward to working together on this important project.

Sincerely,

Andy Hunthausen
Chair, Board of County Commissioners

Cc: Ryan Dahlke, MDT
Jason Rittal, MACO
Frank Cornwell, CFO
Jenny Chambers, Public Works Director
Dan Karlin, County Engineer
Audra Zacherl, Assistant Public Works Director



Grant Task Order 25-25-5-41-177-0 Amendment No. 5 to Lewis and Clark Public Health from Montana Department of Public Health and Human Services. (Drenda Niemann)

Presented By:

Summary:

The Commissioners will consider the grant task order amendment No. 5 from the Montana Department of Public Health and Human Services for the Healthy Montana Families home visiting programs. The term began October 1, 2021 and has been extended to September 29, 2025. The grant amount for this extended period equals \$241,373.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:	Healthy Montana Families
Grant/Contract number:	25-25-5-41-177-0 Amendment 5
Funding source:	
Federal Agency:	HRSA
State Agency:	MT-DPHHS
ARRA funding?	No
Award amount:	\$241,372 in new funding (\$211,778 federal; \$29,594 state); total award amount \$919,484.62
Hard Match required:	
Soft Match required:	
Indirect Cost Rate amount:	10%
Grant/Contract Period:	Start: 10/1/2024 End: 9/29/2025

Catalog of Federal Domestic Assistance number: 93.870

Separate fund needed for accounting purposes? Yes

Is this project in the current fiscal budget? Yes

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: Drenda Niemann x8910

County Department: Health Department

County Assigned Project number: 189 and 180

Salaries to be paid by grant? Yes

ATTACHMENTS:

Description	Type
 HHS-ECFS-0357R-OA_A-5	Contract

**TASK ORDER 25-25-5-41-177-0 AMENDMENT FIVE
PHH22-0357R-O**

**TO THE MASTER AGREEMENT
HHS-PHSD-00000525
CHILD CONTRACT HHS-ECFS-0357R-OA
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND LEWIS & CLARK COUNTY HEALTH DEPARTMENT**

HEALTHY MONTANA FAMILIES

SECTION 1. PARTIES

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, MT 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and **Lewis & Clark County Health Department** ("Contractor"), whose federal ID number, UEI, mailing address, and phone number are 81-6001383, LV3VYFCZSK88, 1930 9th Ave., Helena, MT 59601 and (406) 457-8958; respectively (collectively, the "Parties").

Effective October 1, 2024, or upon execution this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 4. EFFECTIVE DATE AND PERIOD OF PERFORMANCE, will be amended as follows:

Performance of this task order shall begin October 1, 2021 and the services provided pursuant to Section 3 must be completed by September 29, ~~2024~~ 2025. All reports and deliverables required by Sections 3 and 5 below must be received by the dates noted. This is the third renewal, fifth amendment, fourth year of the Task Order. The Task Order, including any renewals, may not exceed seven (7) years.

SECTION 5. COMPENSATION, will be amended as follows:

A. In consideration of the services provided through this contract, the Department will pay the Contractor \$241,372.00 for contract period of 10/01/2024 to 9/29/2025 as follows for the services outlined in Section 3.

1. ARPA Current Year Funding Supplement is no longer available as of September 30, 2024.

2. Funding Breakdown:
Previous total contract amount \$678,112.62
New total contract amount \$919,484.62

Funding for this term:

\$60,946.00 from 25% of FGY23
\$150,832.00 from 75% of FGY24
\$8,792.00 from State Special Revenue
\$20,802.00 from General Fund.

Total term fee for services funding not to exceed **\$241,372.00**.

B. and C. will remain unchanged.

SECTION 6. SOURCE OF FUNDS AND FUNDING CONDITIONS, will be amended as follows:

A. through C. will remain unchanged.

D. The following information may be required pursuant to 2 CFR 200:

1. Sub recipient name: Lewis & Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: X1050312 (FGY23)
4. Federal award date: 8/29/2023
5. Federal award start and end date: 9/30/2023 – 9/29/2025
6. Total amount of funds obligated with this action: \$60,946.00
7. Amount of funds obligated to sub recipient: ~~\$139,093.87~~ \$200,039.87
8. Total amount of the federal award: \$5,044,814.00
9. Project description: Healthy Montana Families Home Visiting Program
10. Awarding agency/pass-through entity/contact info: HHS-HRSA; MT DPHHS-ECFS Division; (866) 239-0458
11. CFDA/ALN number/name: 93.870
12. Research and Development: No
13. Indirect cost rate: N/A

G. The following information may be required pursuant to 2 CFR 200:

1. Sub recipient name: Lewis & Clark County
2. Sub recipient Unique Entity Identifier: LV3VYFCZSK88
3. FAIN number: *Will be updated when FGY24 NOA is received*
4. Federal award date: *Will be updated when FGY24 NOA is received*
5. Federal award start and end date: *Will be updated when FGY24 NOA is received*
6. Total amount of funds obligated with this action: \$150,832.00
7. Amount of funds obligated to sub recipient: \$150,832.00
8. Total amount of the federal award: *Will be updated when FGY24 NOA is received*
9. Project description: Healthy Montana Families Home Visiting Program
10. Awarding agency/pass-through entity/contact info: HHS-HRSA; MT DPHHS-ECFS Division; (866) 239-0458
11. CFDA/ALN number/name: 93.870
12. Research and Development: No
13. Indirect cost rate: N/A

SECTION 9. SCOPE OF TASK ORDER, will be amended as follows:

This Task Order including Amendment One through ~~Three~~ Four, and ~~Four~~ Five, this document.

- Attachment A: Monthly Implementation Site Report
- Attachment B: Monthly Expenditure Report
- Attachment C: CQI Storyboard & PDSA cycles
- Attachment D: Monitoring Tool
- Attachment E: Statements of Agreement
- Attachment F: Policy and Procedure on Spending ARPA Funds
- Attachment G: ARPA Expenditure Report
- Attachment H: Annual FFATA Amendment ~~Four~~ Five

All provisions of the Master Contract and Task Order Number PHH22-0357R-O are controlling as to this Task Order except those provisions specifically addressed in this Amendment. In the case of a material conflict, a dispute, or confusing language between this Amendment, the Master Contract and the Original Task Order, this Amendment shall control unless specifically set forth in this Amendment. Any material conflict, dispute or confusing language between the Master Contract and this Amendment, the Master Contract shall control unless specifically set forth in this Amendment.

AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order Amendment ~~Four~~ Five is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order ~~24-25-5-41-177-0~~ 25-25-5-41-177-0 including Task Order Amendment One through ~~Three~~ Four and the Master Contract.

IN WITNESS THEREOF, The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

Remainder of Page Intentionally Left Blank

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Tracy Moseman, Division Administrator

BY: _____ Date: _____
Charles T. Brereton, Director

**MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, EARLY CHILDHOOD
AND FAMILY SUPPORT**

Approved as to Form:

BY: _____ Date: _____
Contract Officer

LEWIS & CLARK COUNTY

BY: _____ Date: _____
Andy Hunthausen, County Commission Chair

ATTEST

On this day of , 20___ I hereby attest the above-written signature of the Board of Lewis & Clark
County Commissioners.

Amy Reeves, Clerk & Recorder

ATTACHMENT H

ANNUAL FFATA AMENDMENT FOUR FIVE

FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT

DPHHS-FB-180
Rev. 7/13/2023

**State of Montana
Department of Public Health and Human Services
Business and Financial Services Division**

**Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 1: Sub-Award Information Required for Reporting**

This report must be completed upon contract obligation of >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number	LV3VYFCZSK88	Provide subrecipient organization's 12-digit Data Universal Numbering System (UEI) number or Central Contractor Registration plus 4 extended UEI number.
FFATA-1-02	DPHHS Contract Number	25255411770	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	Insert Grant Award Name	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Lewis and Clark County	Provide legal name of subrecipient as registered in the Central Contractor Registration (www.sam.gov).
FFATA-1-04-A	Address Line 1	Insert Address	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Insert Address	
FFATA-1-04-C	City	Insert City	
FFATA-1-04-D	State	Insert State	

FFATA-1-04-E	Zip+4	Insert Zip	
FFATA-1-04-F	Congressional District	Insert Congressional District	01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number	Insert CFDA Number	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	Insert Contract Value	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	Insert Contract Period	Indicate project/grant period established in subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) funded in increments known as budget periods or funding periods, provide total project/grant period, not individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	Insert Performance City	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Insert Performance County	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	Insert Performance State	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	Insert Performance Zip	Provide Zip of primary performance.
FFATA-1-08-E	Congressional District	Insert Congressional District	Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency	Insert Funding Agency	If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action	Insert Purpose	

**State of Montana
Department of Public Health and Human Services
Business and Financial Services Division**

**Federal Funding Accountability and Transparency Act
FFATA Summary: FFATA Common Data Elements Report
Section 2: Officers/Executive Compensation Report**

This section must be completed upon contract obligation of >\$30,000 and yearly thereafter.

CONTRACT TITLE: Lewis and Clark County HMF Yearly Renewal
DPHHS CONTRACT #: 25255411770
UEI #: LV3VYFCZSK88
SUBMITTED BY: Insert Name and Title
INSERT DATE: Insert Submission Date
Is Subrecipient (Contractor) Exempt? No.

	Name	Total Compensation	Title
1.	Insert Name	Insert Amount	Insert Title
2.	Insert Name	Insert Amount	Insert Title
3.	Insert Name	Insert Amount	Insert Title
4.	Insert Name	Insert Amount	Insert Title
5.	Insert Name	Insert Amount	Insert Title

**RETURN FFATA FORMS TO:
DPHHS
ATTN: BFSD-FFATA REPORTING
PO Box 4210
Helena, MT 59604-4210
or
e-Mail: hhsffata@mt.gov**

DPHHS has compiled some of the information required on the FFATA forms. The remaining information must be provided by you, the Contractor. Failure to provide this information will result in a delay in issuing payments and may be considered breach of the contract.

CONTRACTOR

BY: _____
Authorized Signer

Date: _____



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

Presented By:

Summary:

The Commissioners will consider an American Rescue Plan Act (ARPA) Minimum Allocation Grant Award from the Montana Department of Natural Resources and Conservation in the amount of \$85,000 for installation of new Public Water and Wastewater Systems at Trinity School District #4 in Canyon Creek. Match for the project is being provided through a County ARPA Direct Allocation Award \$62,000 and the District \$25,000. The period of performance is March 3, 2021 through December 31, 2025.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:	American Rescue Plan Act - Minimum Allocation Grant for Water and Sewer Infrastructure
Grant/Contract number:	AM-22-0121
Funding source:	
Federal Agency:	US Treasury
State Agency:	Department of Natural Resources and Conservation
ARRA funding?	No
Award amount:	85,000
Hard Match required:	\$87,000
Soft Match required:	N/A
Indirect Cost Rate amount:	

Grant/Contract Period: **Start:** 3/3/2021 **End:** 12/31/2025

Catalog of Federal Domestic Assistance number: 21.027

Separate fund needed for accounting purposes? No

Is this project in the current fiscal budget? Yes

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: Carrie Lutkehus / 406.457.8856

County Department: Grants

County Assigned Project number: MA2204

Salaries to be paid by grant? No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Report_MAG Trinity	Staff Report
<input type="checkbox"/> Grant Award_AM-22-0121	Attachment



Grants and Purchasing Department

Lewis and Clark County

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

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

e-mail: grants@lccountymt.gov

STAFF REPORT

Date: Oct. 8, 2024
To: Board of County Commissioners
From: Ann McCauley, Director, Grants and Purchasing
RE: Grant Award between Lewis and Clark County and Montana Department of Natural Resources and Conservation

County Commission Hearing:**Thursday, Oct. 17, 2024 --- 9:00 a.m.**

I. EXECUTIVE SUMMARY:

Lewis and Clark County (County) and the Montana Department of Natural Resources and Conservation are proposing a grant award for the implementation of an American Rescue Plan Act (ARPA) Minimum Allocation award, approved by the Board of County Commissioners on February 15, 2022. Through this Minimum Allocation award, Trinity School District #4 will install a new Public Water System and a new Public Wastewater System.

The amount of the ARPA Minimum Allocation award is \$85,000. The County has committed \$62,000 in Local Fiscal Recovery funds to the project along with over \$25,000 coming from Trinity School District #4. The award's period of performance is through December 31, 2025.

II. REQUEST:

To approve the grant award between Lewis and Clark County and the Montana Department of Natural Resources (DNRC) for execution of an ARPA Minimum Allocation grant.

III. STAFF RECOMMENDATION:

Approval.

IV. ATTACHMENTS:

DNRC Agreement #AM-22-0121

V. PROJECT SUMMARY:

Trinity School District #4 is a K-5 rural school located in Canyon Creek in Lewis and Clark County and serves students from the communities of Canyon Creek, Silver City, and Birdseye. Current student enrollment is exceeding the school's building and infrastructure capacity, including that of the existing well and septic systems. The school currently uses delivered bottled water for drinking and needs to upgrade the well to a DEQ approved public water system (PWS) to provide safe drinking water for the

school's students and staff. Concurrently, the school's septic system, installed in 2013 needs to be upgraded to accommodate more people. Both the water and septic components of the project are necessary for the immediate needs of the existing population at Trinity School. The project consists of two phases, first the design and installation of a new well and treatment system for drinking water, the second phase is the installation of a level II septic system. The goal of this project is to provide safe and reliable drinking water for those in the Trinity School District by installing a new well with a treatment system for drinking water and the installation of a septic system.

The project will design and install a new well and treatment system and will also install a new septic system. ARPA grant funds will reimburse eligible expenses for preliminary engineering design, final engineering design, and construction associated with the following activities:

- Phase One (Public Water System)
 - Well drilling
 - Installation of well pumping system
 - Installation of approximately 2600 feet of 2" diameter water line with tracer wire and pump control wiring
 - Installation of two new pressure tanks and a pressure switch
 - Installation of a cartridge-style sediment filter
- Phase Two (Public Wastewater System)
 - Abandon existing septic tank, fill with sand, and collapse lid
 - Installation of new 4" diameter gravity sewer collection system
 - Installation of one (1) 3,000-GAL septic tank
 - Installation of one (1) 800-GAL dose tank
 - Installation of an elevated sand mount (ESM)

Facilities will be designed and constructed following sound engineering practices and will meet the requirements of Federal, State, and local agencies.

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION

Conservation and Resource Development Division



GREG GIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074
FAX: (406) 444-2684

PO BOX 201601
HELENA, MONTANA 59620-1601

September 13, 2024

Andy Hunthausen
Lewis and Clark County
316 North Park Avenue
Helena, MT 59601

Re: Lewis and Clark County Trinity School District Water Septic System Project

Dear Andy Hunthausen :

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for the Lewis and Clark County Trinity School District Water Septic System Project. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments in water and sewer infrastructure Montanans need as part of our state's economic recovery.

This award will be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [\[https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf\]](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Katherine Certalic, Grant Manager at the Department of Natural Resources and Conservation, at 406-444-3146 or kcertalic@mt.gov.

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

Katherine Certalic
ARPA Grant Manager

AMERICAN RESCUE PLAN ACT (ARPA)
GRANT AGREEMENT
CONSERVATION AND RESOURCE DEVELOPMENT DIVISION
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Recipient: Lewis and Clark County

Project Name: Lewis and Clark County Trinity School District Water Septic System Project

Grant Number: AM-22-0121

Submission ID: 22677308

Declarations

- Section 1. Purpose
- Section 2. Term
- Section 3. DNRC's Role
- Section 4. Project Scope
- Section 5. Project Budget
- Section 6. Availability of Funds
- Section 7. Disbursement
- Section 8. Reports
- Section 9. Records and Audits
- Section 10. Project Monitoring and Access for Inspection and Monitoring
- Section 11. Employment Status and Workers' Compensation
- Section 12. Equal Employment
- Section 13. Indemnity and Liability
- Section 14. Compliance with Applicable Laws
- Section 15. Copyright - Government Right to Use
- Section 16. Acknowledgement of Support
- Section 17. Conflicts of Interest.
- Section 18. Remedial Actions
- Section 19. Hatch Act
- Section 20. False Statements
- Section 21. Debts Owed to the Federal Government
- Section 22. Disclaimer
- Section 23. Protections for Whistleblowers
- Section 24. Increasing Seat Belt Use in the United States

- Section 25. Reducing Text Messaging While Driving
- Section 26. Failure to Comply
- Section 27. Assignment and Amendment
- Section 28. Montana Law and Venue
- Section 29. Waiver
- Section 30. Entire Agreement
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting Requirements
- Attachment D – Assurance of Compliance with Civil Rights Requirements

FOR DNRC USE ONLY

Maximum Amount under this Grant: \$85,000.00

Source of Funds

Fund Name	Fund No.
ARPA State Recovery Section 602	03920

ALN#	FAIN #
21.027	SLFRP1747

Subclass	Org. No.	Amount
54042	34223121M	\$85,000.00

Appropriation Authority: 67th Legislature 2021 HB632

Approved

No. AM-22-0121

Division AM

Legal CB



GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND LEWIS AND CLARK COUNTY

THIS SUBAWARD (also referenced as “Grant Agreement” or “Agreement”), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by **Lewis and Clark County**, hereinafter referred to as the Subrecipient and represented by **Andy Hunthausen**, and successors, **Commission Chair, 316 North Park Avenue, Helena, MT 59601, bocc@lccountymt.gov, (406) 447 - 8304**. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the United States Department of Treasury (“Treasury”) to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund (“ARPA funds”). House Bill 632 governs the State’s appropriation. The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement (“Agreement”) is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for **Lewis and Clark County Trinity School District Water Septic System Project**.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends **December 31, 2025**. As set forth in the Treasury’s Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim Final Rule 86 Fed. Reg. 26786 (“Rule”) and associated guidance issued on May 10, 2021, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021, and ends on December

31, 2026. This agreement remains in effect until all reporting requirements as described in SECTION 8. REPORTS have been received by DNRC.

SECTION 3. DNRC's ROLE. DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Katherine Certalic at 406-444-3146, KCertalic@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **American Rescue Plan Act** Program Application dated **February 2022** are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

4.1 Plans and specifications for this project shall be prepared by a registered professional engineer licensed to practice in his or her areas of competence in the State of Montana. Plans and specifications shall be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction. Construction shall be in strict accordance with DEQ approved plans and specifications.

4.2 N/A

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the DNRC liaison. A transfer of funds between budget categories exceeding 10% of the total grant will require an amendment of the agreement. Requests to modify the approved budget must be submitted in writing to the DNRC liaison for approval and must be made in advance of reimbursement requests.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2.503 ARM) decision notice must be approved by the DNRC before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC's continuation of performance of this Agreement in a subsequent fiscal period (§18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made

available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the DNRC shall terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The DNRC shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The Subrecipient must submit reimbursement claims for funds to DNRC. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. The Subrecipient shall submit a complete vendor invoice, signed by the Authorized Recipient, itemizing actual project expenses that can be documented with accounting records. To receive payment, the Subrecipient shall submit a project progress report described in SECTION 8. REPORTS, and supporting documentation: proof of payment, receipts, vendor invoices, inspection certificates, timesheets, in-kind labor, and other documentation of expenses incurred.

DNRC only reimburses direct costs associated with the project. Direct costs are those which can be identified specifically as costs of implementing the approved project such as staff time directly attributable to the project, contracted expenses, materials and supplies for the project. DNRC cannot reimburse indirect costs, those that are incurred by the subrecipient in support of general business operations, but which are not attributable to a specific funded project.

DNRC will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. DNRC will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET, within the dates identified in SECTION 2. TERM, and that are clearly and accurately supported by the Subrecipient reports to DNRC. Total payment for all purposes under this Agreement shall not exceed **\$85,000.00**.

7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC will withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by DNRC.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting progress reports, a final report, and a signed Certificate of Compliance to DNRC at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the DNRC liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT – GOVERNMENT RIGHT TO USE

8.1 Quarterly progress reports for the periods ending each March, June, September, and December shall be submitted to the DNRC liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly report has not been approved or if there is a delinquent report.

8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment C. Failure to provide the reports as required is cause for termination of

this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon DNRC receipt and approval of a report that meets requirements described in Attachment C.

8.3 N/A

8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. DNRC, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Grantee 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.

SECTION 13. DEFENSE, INDEMNITY, AND LIABILITY. Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or

asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§ 85-2-302(1), MCA), Change in Appropriation Right Authorization (§ 85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by DNRC or other state, federal, or local agency will be approved. The DNRC may review any procurement solicitations that Subrecipient issues. The DNRC's review and comments will not constitute an approval of the solicitation. Regardless of the DNRC's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the DNRC identifies any deficiencies, then the Department shall communicate those deficiencies to the Subrecipient within seven business days.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 18-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2.503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant

to which the award term set forth in Appendix A to 2 C.F.R. part 170 is hereby incorporated by reference.

- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. part 180 and Treasury's implementing regulation at 31 C.F.R. part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- a. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - vi. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.);
 - vii. the Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board;
 - viii. the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970;
 - ix. the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
 - x. the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - xi. the Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
 - xii. the Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).

- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients 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 C.F.R. part 22, which are herein incorporated by reference and made a part of this 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 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. 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 SLFRP1747 awarded to State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.

21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions

available to it to collect such a debt.

SECTION 22. DISCLAIMER.

22.1 The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

23.2 The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. DNRC may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY, BREACH, DEFAULT, REMEDIES.

26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives or orders from DNRC, DNRC may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the DNRC all unexpended funds together with all interest earned on the monies

provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the DNRC Conservation and Resource Development Division.

26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. the Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or any Subrecipient breach/default specified in another section of this Agreement.

26.3 Upon the occurrence of a breach, the DNRC shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if the DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the DNRC, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.

26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the DNRC may exercise any or all the following remedies:

- i. pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. suspend Subrecipient's performance; and
- iv. withhold applicable payment until the default is remedied.

26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

SECTION 28. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, **Lewis and Clark County**, hereby accepts this grant (**AM-22-0121**) according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the Department of Natural Resources and Conservation.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

Recipient:

By: _____
Subrecipient Signature

ATTEST:

Andy Hunthausen, Commission Chair

Subrecipient Print Name and Title

Amy Reeves
Clerk and Recorder

For: Lewis and Clark County
Entity Name

81-6001383
Entity Tax ID #

LV3VYFCZSK88
Unique Entity Identifier # (UEI)

Date

Department of Natural Resources and Conservation:

By: _____
DNRC Signature

Print Name and Title

For: The Montana Department of Natural Resources and Conservation

Date

Attachment A - Scope of Work

Lewis and Clark County Trinity School District Water Septic System Project

Background

Trinity School District #4 is a K-5 rural school located in Canyon Creek in Lewis and Clark County and serves students from the communities of Canyon Creek, Silver City and Birdseye. Current student enrollment is exceeding the school's building and infrastructure capacity, including that of the existing well and septic systems. The school currently uses delivered bottled water for drinking and is needing to upgrade the well to a DEQ-approved public water system (PWS) to provide safe drinking water for the school's students and staff. Concurrently, the school's septic system, installed in 2013 needs to be upgraded to accommodate more people. Both the water and septic components of the project are necessary for the immediate needs of the existing population at Trinity School.

The project consists of two phases, first the design and installation of a new well and treatment system for drinking water, the second phase is the installation of a level II septic system.

The goal of this project is to provide safe and reliable drinking water for those in the Trinity School District by installing a new well with a treatment system for drinking water and the installation of a septic system. ARPA minimum allocation grant funds will only be used for phase one of the project.

Scope of Work

This project will design and install a new well and treatment system and will also install a new septic system. ARPA grant funds will reimburse eligible expenses for preliminary engineering design, final engineering design, and construction associated with the following activities:

- Phase One (Public Water System)
 - Well drilling
 - Installation of well pumping system
 - Installation of approximately 2600 feet of 2" diameter water line with tracer wire and pump control wiring
 - Installation of two new pressure tanks and a pressure switch
 - Installation of a cartridge-style sediment filter
- Phase Two (Public Wastewater System)
 - Abandon existing septic tank, fill with sand, and collapse lid
 - Installation of new 4" diameter gravity sewer collection system
 - Installation of one (1) 3,000-GAL septic tank
 - Installation of one (1) 800-GAL dose tank
 - Installation of an elevated sand mount (ESM)

Facilities will be designed and constructed in accordance with sound engineering practices and will meet the requirements of Federal, State, and local agencies.

Schedule

- Project planning and design phase is estimated to be completed by July 2024.
- Project bidding phase is estimated to be completed by October 2024.
- Project construction phase is estimated to be completed by December 2025.

Attachment B – Budget
Lewis and Clark County Trinity School District Water Septic System Project

Tasks	ARPA Minimum Allocation Grant Funds	Match Funds	Total
Construction			
Engineering Design	\$10,000.00	\$36,206.05	\$46,206.05
Construction	\$75,000.00	\$45,000.00	\$120,000.00
Contingency	\$0.00	\$5,793.95	\$5,793.95
Total	\$85,000.00	\$87,000.00	\$172,000.00

Summary of Match Funding	
Funding Source	Amount
ARPA Local Fiscal Recovery (Lewis and Clark County)	\$62,000.00
Trinity School District Local Contribution	\$25,000.00
Total Match Funds	\$87,000.00

Attachment C Reporting and Reimbursement Requirements

Progress Reports

The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

Final Report

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

Photos or news articles (scanned or digital links) are strongly encouraged with Reports.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited resources, and the current project status. Final reports will be made available to the public on the DNRC website.

Final Report Requirements

1. Title Page:

- A. Subrecipient's name, address, and telephone numbers.
- B. DNRC Grant Agreement Number
- B. Name, address, and telephone of other contacts if primary contacts are not available.
- C. Funding: total project cost and amount of agreement
- D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
- E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)

2. Introduction: Describe the project history, location and purpose. Provide a project location map.

3. Discussion and Results:

- A. Describe how project goals and tasks identified in the Agreement were completed:
 - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
 - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
 - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
 - Provide an explanation for tasks that were not completed or any out-of-scope work.
 - Include a project map, data, and/or photos that document the project.
- B. Summarize any problems encountered and solutions adopted. What would you do differently?

4. Natural Resource and Public Benefits:

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.

5. Grant Agreement Administration & Project Costs:

- A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
- B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
- C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.

6. Project Completion and Certification

- A. Subrecipient's Certificate of Compliance (must be signed for all projects).
- B. As Built Drawings, if requested by the DNRC (construction projects only).
- C. Engineer's Statement of Final Completion (if applicable).
- D. Photos or news articles (scanned or digital links) are strongly encouraged with Final Reports.

7. Final Report submitted electronically (PDF)

FINAL REPORT
CERTIFICATE OF COMPLIANCE

Subrecipient: Lewis and Clark County

Project Name: Lewis and Clark County Trinity School District Water Septic System Project

Grant Number: AM-22-0121

Grant Amount: \$85,000.00

I, the undersigned, being duly qualified, respectfully, of the Lewis and Clark County (Subrecipient Name), in _____
_____ County, State of Montana, do hereby certify that the above-named project is in full
compliance with all of the covenants and conditions set forth in the Agreement identified above between the _____
_____ (Subrecipient Name) and the State of Montana, Department of Natural
Resources and Conservation. I understand that any money remaining after the final payment will be returned to the
appropriate accounts at DNRC.

Authorized Subrecipient Signature

Date

This form is available on the DNRC website:
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>.

STATEMENT OF COMPLETION

Subrecipient: Lewis and Clark County

Project Name: Lewis and Clark County Trinity School District Water Septic System Project

Grant Number: AM-22-0121

Grant Amount: \$85,000.00

I, _____, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number _____, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

Name	P.E. Number
------	-------------

Signature	Date
-----------	------

Name of Firm

Address of Firm

City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>.

Attachment D

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

OMB Approved No. 1505-
0271 Expiration Date:
11/30/2021

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and

agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee 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, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, andthat the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Lewis and Clark County
Subrecipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



Grant Award to Lewis and Clark County from the State of Montana Board of Crime Control. (Matt Kultgen)

Presented By:

Summary:

The Commissioners will consider accepting the grant award from the State of Montana Board of Crime Control for the STOP Violence Against Women Act (VAWA) for \$79,151, with a match requirement of \$26,384. The total award is \$105,535. These funds will be used for costs associated with the deputy assigned to work under this grant. The grant period begins October 1, 2024 through September 30, 2025.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name: 2024 STOP Violence Against Women Act (VAWA)

Grant/Contract number: 25-W02-2102 Lewis and Clark County

Funding source:

Federal Agency: Department of Justice

State Agency: MT Board of Crime Control
ARRA funding? No

Award amount: 79151

Hard Match required: 26,384

Soft Match required:

Indirect Cost Rate amount:

Grant/Contract Period: **Start:** 10/1/2024 **End:** 9/30/2025

Catalog of Federal Domestic Assistance number: 16.588

Separate fund needed for accounting purposes? No

Is this project in the current fiscal budget? Yes

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: Sherri Martin 406-447-8258

County Department: Sheriff's Office

County Assigned Project number: VAWA25

Salaries to be paid by grant? Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> VAWA 25 AWARD DOCUMENT	Attachment
<input type="checkbox"/> VAWA SPECIAL CONDITIONS	Attachment



Montana Board of Crime Control

5 S Last Chance Gulch
PO Box 201408
Helena MT 59620
Phone (406)444-3604
Fax (406)444-4722
TTY (406)444-7099
www.mbcc.mt.gov

Leo Dutton
Sheriff & Coroner,
Lewis & Clark County
Chairperson

Rick Kim
Fort Peck Tribal Member and
Rural Montana Representative
Vice Chairperson

Laurie Barron
Superintendent,
Evergreen School District

Eric Bryson
Executive Director, Montana
Association of Counties

Wyatt English
Unit Supervisor,
Pine Hills Correctional Facility

Shantelle Gaynor
Director, Missoula County
Community Justice

Brian Gootkin
Director, Department of
Corrections

Amanda Littlesun
DV Program Director,
Rocky Mountain Tribal
Leaders Council

Bryan Lockerby
Administrator, Division of
Criminal Investigation

Beth McLaughlin
Court Administrator

Meaghan Mulcahy
Data Control, Department of
Labor and Industry

Amanda Myers
Assistant U.S. Attorney

Michael Sanders
Chief of Police, East Helena

Brett Schandelson
Director, Office of
State Public Defender

Kaydee Snipes Ruiz
District Court Judge
12th Judicial District

Amy Tenney
Chief Executive Officer, Boyd
Andrew Community Services

Scott Twito
Yellowstone County Attorney

Katie Weston
Deputy Chief, Billings Region
Probation & Parole

September 19, 2024

Leo Dutton
Lewis and Clark County
406 Fuller Ave.
Helena, MT 59601

RE: FY2024 STOP Violence Against Women Act (VAWA) - Lewis and Clark VAWA FY25

Dear Leo,

The Montana Board of Crime Control (MBCC) congratulates you on the award of your application.

Enclosed is your grant award and necessary instructions. If there has been a change to any authorized official since the time of application, please complete a new signature page (<https://mbcc.mt.gov/Funding/Forms>) and submit it with the signed award documents. Once your award letter becomes available, please have **Andy Hunthausen, Commission Chair**, complete and sign the following:

- *Grant Award*
- *Special Conditions*
- *Other documents as indicated in the task assigned to you in AmpliFund*

Documents require original signatures and must be uploaded to the Public folder in AmpliFund.

All grant funds are provided on a reimbursement basis, with proof of expenses incurred.

Quarterly Reports are required. MBCC will reach out with more information and instructions before you are required to submit reports in AmpliFund.

If you have any questions regarding your grant, please contact:

Jackie Hoover
(406) 444-4763



STATE OF MONTANA
BOARD OF CRIME CONTROL

Contact information for awarding official:
5 S Last Chance Gulch – Helena MT 59601-4178
Phone: (406) 444-3604 | Fax: (406) 444-4722



GRANT AWARD

Subgrant: 25-W02-2102 Lewis and Clark County

Grantee: COUNTY OF LEWIS & CLARK
406 Fuller Ave.
Helena, MT 59601

UEI: LV3VYFCZSK88

Project Period: 10/01/2024 - 09/30/2025

Award Date: September 5, 2024
Federal Amount Awarded: \$79,151.00
State Amount Awarded: \$0.00
Guaranteed Local Matching: \$26,384.00
Total: \$105,535.00

Subrecipient's MBCC Award Identification number:
25-W02-2102

Federal award identification number(s): 15JOVW-24-GG-00508-STOP

Federal award date(s): 9/13/2024

Federal awarding agency: Department of Justice, Office on Violence Against Women

Source of Federal Fund: 16.588

This Federal award is related to Research and Development: No

Indirect cost rate for the Federal award: N/A

Project Description: Lewis and Clark VAWA is committed to providing the necessary support to victims by connecting them to local resources and working with victims through case conclusion.

Special Conditions

Please see award Special Conditions in your grant folder.

This grant is subject to the special conditions for this award and must be implemented and administered along guidelines already established by your agency. This grant shall become effective, as of the date of award, when the grantee signs and returns a copy of this grant award to the Board of Crime Control.

Funds allocated to this project, both awarded and matching, must be obligated prior to **09/30/2025**.

Natalia Bowser
Director
Montana Board of Crime Control

September 19, 2024
Date

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above described grant on the terms and conditions set forth above or incorporated by reference therein.

Andy Hunthausen, Chair
Lewis & Clark Board of County Commissioners

Date

ATTEST:

Amy Reeves, Clerk and Recorder
Lewis & Clark County

Date



STATE OF MONTANA
BOARD OF CRIME
CONTROL

5 Last Chance Gulch - Helena MT 59601-4178
Phone: (406) 444-3604 Fax: (406406) 444-4722



Special Conditions – Violence Against Women Act (VAWA) Program

1. Requirements of the award; remedies for non-compliance or for materially false statements
The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office on Violence Against Women (OVW) taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.
2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide
The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337
3. Equipment purchases require competitive bids
Subrecipients must obtain competitive bids for equipment and awards should go to the lowest bidder. For equipment costing more than \$5,000.00, bids must be written, and copies submitted with quarterly financial reports. If other than the lowest bid is accepted, a full justification must be submitted to the Board of Crime Control.
4. Award is conditional upon availability of funds
This grant award is conditional upon availability of government funds and may be reduced at any time due to budget reductions.

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5. Non-committal to future funding

Award of this grant does not commit the Board of Crime Control to future funding.

6. Personnel time and attendance records

Applicant must maintain time and attendance records to support personnel costs associated with grant project.

7. Travel Reimbursement

State rates for mileage, meals, and lodging are maximum amounts that can be charged to subgrants funded by MBCC.

Mileage rate 01/01/2024 is \$0.67 cents per mile, and per diem rates as 04/11/2023 are:

Meals Allowance:	In-State	Out-of-State
Morning Meal (12:01AM-10:00AM)	\$8.25	\$13.00
Midday Meal (10:01AM-3:00PM)	\$9.25	\$15.00
Evening Meal (3:01PM-12:00AM)	\$16.00	\$26.00
	\$33.50	\$54.00

In order to claim reimbursement for a meal, you must be in a travel status for more than 3 continuous hours within one of the time ranges. To receive the morning meal, you must leave before 7:00AM and to receive the evening meal you must return after 6:01PM.

The lodging rate for Montana and federal lodging rate for out of state lodging is available online through the following location: [Per Diem Rates | GSA](#). Grant funds may not be used to pay for out of state travel without prior approval from MBCC ([Request for Program Related Out-of-State Travel Procedure \(mt.gov\)](#)).

Reimbursement for lodging without a receipt will be \$12.00

8. Consultants maximum rate

The maximum rate for consultants is \$650.00 (excluding travel and subsistence costs) for an eight (8) hour day. An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance. Prior approval is required by MBCC for a rate exceeding \$650 or \$81.25 per hour.

9. Project Income

The subrecipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable and must be used to further the objectives of the program or deducted from the total project costs for the purpose of determining the federal share of costs. Further, the use of program income must be shown on the quarterly Financial Status Reports.

10. Quarterly progress and financial reports

Quarterly progress, financial, narrative, and statistical reports, in a format required by MBCC are required for calendar quarters ending September 30, December 31, March 31, and June 30. These reports are to be received by the Montana Board of Crime Control within 15 days following the end of the calendar quarter. The final financial report ONLY is due within 45 days of the project end date. Subrecipients who fail to submit reports by the due date will be subject to the following:

FIRST LATE REPORT: Subrecipient will be notified to cease all expenditures of grant funds until the reports are submitted.

SECOND LATE REPORT: The grant will be cancelled. The project director must appear before the Application Review Committee and petition to get the grant reinstated.

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11. Consultant services

Consultant services provided by consultants employed with profit, nonprofit, and not-for-profit organizations are subject to competitive bidding procedures. Contracted services provided by other types of organizations may also have restrictions. Please check with MBCC staff prior to committing grant funds.

12. Successful progress, subcommittee appearance

Subrecipient may be required to appear before a subcommittee, at the Board's discretion, to explain their progress towards successful implementation of the grant.

13. Reversion of un-obligated funds

Any funds not properly obligated during the grant period shall lapse and revert to the Montana Board of Crime Control.

14. Cancellation of Award

COMMENCEMENT WITHIN 60 DAYS. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to MBCC the steps taken to initiate the project, the reasons for delay, and the expected start date.

OPERATIONAL WITHIN 90 DAYS: If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to MBCC explaining the implementation delay. Upon receipt of the 90-day letter MBCC may cancel the project. MBCC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subrecipient files and records must so note the extension.

15. Approved Application

Grant funds may be used only for the purposes in the subrecipient's approved application. The subrecipient shall not undertake any work or activities that are not described in the grant application. Responsibility of the Project Responsibility for the day-to-day conduct of the project rests with the subrecipient. This specifically includes operations, data collection, analysis and interpretation.

Responsibility for the general oversight and redirection of the project, if necessary, rests with MBCC. MBCC will review and approve all activities in the requirements under the various stages, as approved in this award.

16. Subrecipients with no procurement policies

Subrecipients that do not have established procurement policies and procedures must use the established State of Montana procurement process. If a subrecipient chooses to use the State procurement policy, it must be documented within the subrecipient's own policies. The procurement guide, forms and templates are located at the following: <https://spb.mt.gov/Procurement-Guide>. Below is the value threshold for the types of purchases or contracts used.

Small Purchases: Less than \$10,000; simple market research. Choose technique that best meets subrecipient needs. Follow prudent purchasing practices (competitive quotes where practical).

Limited Solicitation: Purchases greater than or equal to \$10,000 - \$100,000. Must be awarded to the lowest acceptable quote if cost is the only consideration.

Formal Solicitation: Over \$100,000. Note: All values are based on total contract value.

Example: Subrecipient enters into a 2-year service agreement for \$14,000 a year. This agreement constitutes a total contract value of \$28,000 and would have to go through the limited solicitation process.

17. The recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

18. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of

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federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OVW in writing of the potential duplication, and, if so requested by OVW, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

19. Requirements related to System for Award Management and unique entity identifiers
The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The recipient also must comply with applicable restrictions on subawards (subgrants) to first-tier subrecipients (subgrantees), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier assigned by SAM.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

20. Requirement to report actual or imminent breach of personally identifiable information (PII)
The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

21. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)
The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

22. Determinations of suitability to interact with participating minors
This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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23. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

24. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>

25. Effect of failure to address audit issues

The recipient understands and agrees that OVW may withhold award funds, or may impose other related requirements, if (as determined by OVW) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards

26. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by OVW during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list

27. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program

28. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (subgrantee) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

29. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

30. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are

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defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

31. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year
The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

32. Reporting potential fraud, waste, and abuse, and similar misconduct
The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

33. Restrictions and certifications regarding non-disclosure agreements and related matters
No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or

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restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--

a. it represents that--

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
34. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

35. Encouragement of policies to ban text messaging while driving
Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
36. Availability of general terms and conditions on OVW website
The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

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37. **Compliance with statutory and regulatory requirements**
The recipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.
38. **VAWA 2013 nondiscrimination condition**
The recipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.
39. **Misuse of award funds**
The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
40. **Limitation on use of funds to approved activities**
The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless MBCC determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Notice (GAN), from MBCC.
41. **Non-supplantation**
The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.
42. **Confidentiality and information sharing**
The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faq-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.
43. **Activities that compromise victim safety and recovery or undermine offender accountability**
The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of

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participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

44. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

45. Termination or suspension

MCCC's Director, upon a finding that there (1) has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

46. Publication disclaimer

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. 15POVW-23-GG-00585-STOP awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

47. Publications disclaimer for STOP Formula subrecipients

The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

48. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before:

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- 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

49. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to MBCC a detailed justification and have such justification approved by MBCC and OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

50. Match requirement

The recipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. The recipient also agrees to the following:

- 1) The costs of projects awarded to victim service providers (non-profit organizations or governmental rape crisis centers not in territories) for the purpose of providing victim services, and the cost of projects for tribes, do not count toward the total cost of the projects in calculating the match.
- 2) Victim service providers receiving STOP subawards will not be required by the recipient to provide matching dollars.

51. Requirements for recipients and subrecipients providing legal assistance

The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient (subgrantee) at any tier will comply with this condition.

52. Indirect costs

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either (1) the recipient submits to OVW a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OVW in writing of both its eligibility and its election.

Special Conditions – Violence Against Women Act (VAWA) Program

53. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

54. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

55. Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

56. Subrecipient product monitoring

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

57. Required SAM reporting

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system. The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM), and are incorporated by reference here.

Special Conditions – Violence Against Women Act (VAWA) Program

58. Ongoing compliance with statutory certifications

The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

59. Limitation on use of funds for awareness and public education

The recipient agrees that no more than 5 percent of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above special conditions.

Signature _____

Title Chair, Board of County Commissioners

Printed Name Andy Hunthausen

AmpliFund Award # 25-W02-2102

Date _____



Grant Award to Lewis & Clark County from Montana Department of Transportation. (Chris Weiss)

Presented By:

Summary:

The Commissioners will consider the grant award from the Montana Department of Transportation in the amount of \$15,000 to provide reimbursement for overtime costs incurred by deputies working DUI traffic shifts. The grant period begins October 1, 2024 through September 30, 2025.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:	Lewis and Clark County STEP
Grant/Contract number:	113285
Funding source:	US Department of Transportation, National Highway Traffic Safety Administration
Federal Agency:	Montana Department of Transportation
State Agency:	No
ARRA funding?	
Award amount:	\$15,000
Hard Match required:	
Soft Match required:	
Indirect Cost Rate amount:	
Grant/Contract Period:	Start: 10/1/2024 End:
Catalog of Federal Domestic Assistance number:	20.600, 20.608

Separate fund needed for accounting purposes? No

Is this project in the current fiscal budget? Yes

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: Sherri Martin 406-447-8258

County Department: Sheriff's Office

County Assigned Project number:

Salaries to be paid by grant? Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Standard Agreement - Lewis and Clark STEP Program	Contract

Standard Agreement State Highway Traffic Safety Section

This Agreement is made and entered into by and between the MONTANA DEPARTMENT OF TRANSPORTATION, 2701 Prospect Avenue, PO Box 201001, Helena, Montana, Congressional District 2, hereinafter called the "Department" and **Lewis and Clark Co. Sheriff's Office, 406 Fuller Avenue, Helena, Montana, 59601**, hereinafter called the "Subrecipient".

Funds provided are described in the Assistance Listing number(s) **20.600, 20.608 awarded** by the United States Department of Transportation, National Highway Traffic Safety Administration (NHTSA), as authorized **by 23 U.S.C; 402, State and Community Highway Safety Programs, 164, Minimum Penalties for Repeat Offenders for Driving While Intoxicated. Actual award is contingent upon the availability of NHTSA funding.** MDT received this funding through Federal Award Identification Number(s) (FAIN) **69A37522500004020MTO, 69A37522500001640MTA** awarded throughout the federal fiscal year 2025. For Federal Fiscal Year 2025 (October 1, 2024 – September 30, 2025) the estimated total of this/these Federal Award(s) is **\$2,886,991, \$8,000,000 respectively.**

ARTICLE 1. PROJECT

Section 1.1 **Purpose of Contract.** This project provides assistance for the Sub-recipient's highway traffic safety program, as per 23 CFR; **402, 164a.**

Section 1.2 **Scope of the Project.** The Sub-recipient shall implement and utilize project funding as described in the FFY2025 Grant Application for Highway Traffic Safety Funding and provided in the objectives from Sub-recipient's application. The Sub-recipient shall use its best efforts to efficiently and economically complete the Project.

Section 1.3 **Project Description.** **Lewis & Clark STEP Program** (see attachment B for full scope).

Section 1.4 **Period of Performance.** This project shall be started by the Sub-recipient within 10 days of **execution of the contract**, and shall be completed no later than **September 30, 2025**, unless the Department grants express written approval.

Section 1.5 **Costs of Project.** The total funding for the project shall be **\$15,000.00** (see attachment C). If during the term of this agreement, federal funds are reduced or eliminated, the Department may immediately terminate or reduce the grant award upon written notice to the Project Director.

Section 1.6 **Indirect Costs.** Indirect costs (IDC) must comply with 2 CFR Part 200.414 and Sub-part F— Appendices III-VIII and be approved by the Sub-recipient's federal cognizant agency. Sub-recipient shall submit a copy of the IDC approval letter to the Department for approval prior to execution of the Agreement. If approval is not received prior to execution of the Agreement, the Department will not make reimbursement payments until the IDC approval has been received and approved by the Department.

If the Montana Department of Transportation is the Sub-recipient's primary source of federal funds, the Sub-recipient shall submit a copy of its indirect cost plan to MDT for review and approval.

If the Sub-recipient does not have a negotiated indirect cost rate, a de minimis rate of 15% may be used. If there is a change in the indirect cost rate, Subrecipient must notify the Department to request a budget modification and the Department will determine whether an IDC rate adjustment is allowable.

Section 1.7 **Definitions.** (a) "Major item of apparatus or equipment" means an item with a useful life of more than one year and costing \$10,000.00 or more per unit.

(b) "Traffic Safety purposes" means a project purpose which meets the State highway safety program, approved by the Secretary of Transportation, which is designed to reduce traffic crashes and the resulting deaths, injuries, and property damage from those crashes.

(c) "Useful life" means the expected, projected or actual period of time during which the equipment continues to function as designed without significant repair costs.

Section 1.8 **Equipment.** All equipment, including tools, for which purchase reimbursement is sought, will be used exclusively for traffic safety purposes. The equipment purchases are subject to the following provisions:

- (a) Any major item of apparatus and equipment for which reimbursement is sought and which is not identified specifically in the Proposal and approved as part of this Agreement shall be submitted in writing for approval by the Department prior to the purchase.
- (b) A major item of apparatus or equipment must be obtained by proper competitive practices in accordance with State of Montana purchasing laws and regulations.
- (c) The Sub-recipient must certify that the equipment costs shown in the Proposal as direct costs are excluded from the items in the indirect cost calculation, if applicable.
- (d) The Sub-recipient agrees to properly title any vehicle or other equipment which requires a title by State statute, in Sub-recipient's name.
- (e) The Sub-recipient agrees to activate the warranty on any equipment for which a warranty is available.
- (f) The Sub-recipient agrees to maintain records of any equipment and make such records and equipment available for inspection by the Department or its authorized representatives.
- (g) The Sub-recipient agrees to maintain the equipment for its stated program purposes for the useful life of the equipment.
- (h) The Sub-recipient agrees to retain ownership and/or title to the equipment for the equipment's useful life, and shall not sell, convey or otherwise transfer title or ownership of the equipment to any other governmental or private party, except as stated in this Agreement.
- (i) The Sub-recipient agrees to notify the Department if the equipment is not suited for its stated program purpose or is not in actual use by Sub-recipient as stated in the Agreement at any time during the useful life of the equipment. Sub-recipient agrees it shall not discontinue use, abandon, store, or otherwise cease use of the equipment for any reason whatsoever, unless notification is provided to the Department.
- (j) The Sub-recipient agrees that any equipment not in actual use by Sub-recipient during the equipment's useful life may be recovered by the Department, and possession (or title where applicable) transferred or conveyed permanently to the Department for redistribution to other program recipients.
- (k) The Sub-recipient agrees that any equipment which reaches the conclusion of its useful life may be disposed of by Sub-recipient, with prompt notification to the Department.
- (l) The Sub-recipient agrees that it shall maintain records of the disposition of the equipment after its useful life, for a period of three years beyond the disposition date.

Section 1.9 **Insurance.** During the Agreement term, the Sub-recipient shall maintain insurance or self-insurance (property damage and liability) adequate to protect the federal share portion of Project facilities and equipment. Sub-recipient will furnish proof of such insurance for the State's approval. Certificates of Insurance, indicating compliance with the required coverages, must be filed with the Purchasing Services Bureau within ten (10) working days of notice of award. This requirement, however, does not pertain to state and local government Sub-recipients. The proof of insurance/exemption must be valid for the entire agreement period. Agreements will not be issued to Sub-recipients that fail to submit insurance certification for proof of Workers' Compensation Insurance valid in the State of Montana or proof of exemption thereof.

Section 1.10 **Reporting/Close-out/Reimbursement Requests.** Sub-recipient shall advise the State in writing of project progress at such times and in such manner as the State may require, see Attachment D, Reporting Schedule.

Reports are due 30 days following the end of the reporting period. The final report shall serve as close-out for contracts. Equipment contracts require annual reports throughout the useful life of the equipment. Reimbursement requests will not be considered unless accompanied by or referring to a submitted progress report.

Section 1.11 **Mandatory Disclosures**. The Sub-recipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, including suspension or debarment, in accordance with 2 CFR §200.113.

Section 1.12 **Internal Controls**. The Sub-recipient must establish and maintain effective internal controls over the award that provide reasonable assurance to the Department that the Sub-recipient is managing the award in compliance with Federal statutes, regulations, and terms and conditions of the Federal award, in accordance with 2 CFR §200.303.

Section 1.13 **Single Audit**. The Sub-recipient may be subject to the audit requirements of 2 CFR 200 Subpart F if the audit threshold in 2 CFR 200.501 of \$1,000,000 is met. An audit must be conducted in compliance with 2 CFR 200 Subpart F if required. The audit must be completed, and the data collection form and reporting package submitted to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the receipt of the auditor's report(s) or nine months after the end of the audit period. For local governments and school districts, the Sub-recipient will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Sub-recipients such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Audit Services if audit findings are discovered.

If a subrecipient fails to submit a single audit within the required timelines, MDT will not reimburse the subrecipient for grant expenditures. Subrecipient should cease project activity unless subrecipient can incur the expense without reimbursement. In addition, MDT will be unable to enter into future agreements with subrecipient until compliance with this section is completed including any corrective action required is taken.

Section 1.14 **Sub-Recipient Monitoring**. The Sub-recipient agrees MDT may subject the Sub-recipient to additional sub-recipient monitoring by the MDT State Highway Traffic Safety Program, at MDT's discretion, if the Sub-recipient acts or fails to act in any way that increases the risk of sub-recipient's inability to comply with the Agreement and/or federal and state grant requirements.

ARTICLE 2. TERMS AND CONDITIONS

Section 2.1 **Default**. Nonperformance by the sub-recipient of any obligation imposed by this Contract, including noncompliance with the federal assurances, or reduction of local project cost funding, will constitute default.

Section 2.2 **Termination**. This agreement may be terminated at any time based upon mutual written consent of the parties. The Department may terminate this Agreement with or without notice by giving the Sub-recipient ten (10) business days written notice. If the agreement is so terminated prior to the end of the Period of Performance, MDT will only reimburse the Sub-recipient for actual expenses, both direct and indirect, incurred to the date of termination.

Section 2.3 **Litigation**. In the event of litigation concerning this agreement, venue shall only be in the First Judicial District Court of the State of Montana, Lewis and Clark County.

Section 2.4 **Agreement Modification**. Any change in the agreement will only be by written agreement of the Parties.

Section 2.5 **Subcontracting**. Sub-recipient will not assign, sublet or transfer any part of this Agreement except by written subcontract, and with the prior written consent of the Department. The Sub-recipient must provide a copy of the draft subcontract to the assigned program manager for review and approval prior to finalization. Nothing contained within this document shall create any contractual relationships between any sub-Sub-recipient and the Department.

Section 2.6 **Indemnification**. Sub-recipient shall indemnify, defend, and hold harmless the State of Montana, Department of Transportation, its employees and agents from and against all claims, demands, or actions from damages to property or injury to persons or other damage to persons or entities arising or resulting from the performance of this Contract, including all costs and attorney fees.

Section 2.7 **Compliance with Laws**. Some of the clauses contained in this agreement are not governed solely by Federal law, but are significantly affected by State law. The laws and regulations cited in this agreement are not all-inclusive of those which may apply to the successful completion of this agreement. The Sub-recipient understands that it is its responsibility to learn which federal, state and local laws and regulations will apply to its operation under this agreement, and that Sub-recipient is solely responsible for its lawful compliance with all laws and regulations, including those in the attached Non-Discrimination Notice (attachment A).

Section 2.8 **Access and Retention of Records**. The Sub-recipient agrees to provide the Department, USDOT, the Legislative Auditor or their authorized agent access to any records to determine compliance with this agreement. The Sub-recipient agrees to create and retain records supporting this agreement for a period of three (3) years after the completion date of the agreement or at the conclusion of any claim, litigation, or exception relating to this agreement taken by the Department or third party.

Section 2.9 **Severability and Integration**. If any part, or parts, of this Contract are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represent the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this contract unless it is reduced to writing, signed by the parties, and attached to this document.

Section 2.10 **Waivers**. A party's failure to enforce any provision of this Contract shall not be construed as a waiver excusing the other party's future performance.

Section 2.11 **Seat Belt Policy**. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The NHTSA is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

ARTICLE 3. FEDERAL REQUIREMENTS

The Sub-recipient understands that this agreement includes requirements specifically prescribed by Federal law or regulation. The Sub-recipient acknowledges they have read, understood, and agree to comply with the NHTSA federal fiscal year 2025 Certifications and Assurances and all Highway Safety Grant (23 U.S.C, Chapter 4) requirements including applicable federal statutes and regulations that are in effect during the grant period. The Sub-recipient also agrees to comply with any additional requirements the Department imposes on the Sub-recipient to ensure the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.

Section 3.1. **Nondiscrimination**. The State highway safety agency (and its subrecipients) will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)**, (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations”, respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sub-recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

Specific Assurances

More specifically, and without limiting the above General Assurances, the Sub-recipient agrees with and gives the following Assurances:

1. The Sub-recipient agrees that each “activity,” “facility,” or “program,” as defined in [§ 21.23\(b\)](#) and [\(e\)](#) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Sub-recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, [42 U.S.C 2000d](#) to 2000d–4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Sub-recipient will insert the clauses of appendix A and E of this USDOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.

4. The Sub-recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Sub-recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Sub-recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Sub-recipient will include the clauses set forth in appendix C and appendix D of USDOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sub-recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Sub-recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal

property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sub-recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

9. The Sub-recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Sub-recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

The Sub-recipient agrees to comply and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. The Sub-recipient must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. The Sub-recipient must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. The Sub-recipient must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sub-recipient acknowledges that the above General and Specific Assurances are binding on the State highway safety agency, the Sub-recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program.

Section 3.2 **Political Activity (Hatch Act)**. The Sub-recipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Section 3.3 **Certification Regarding Federal Lobbying**. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 3.4 **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Section 3.5 **Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website: (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3.6 **Buy America Act**. The state and each subrecipient will comply with the Buy American requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel iron and manufactured products produced in the United State with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

3.7 **Certification of Conflict of Interest**.

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

3.8 Prohibition of Using Grant Funds to Check for Helmet Usage. The state and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Project Directors and Points of Contact

The following individuals will be the respective project directors and points of contact for the Department and Sub-recipient.

Department:

Project Director:

1. Name Kevin Dusko
2. Title State Highway Traffic Safety Section Supervisor
3. Address P.O. Box 201001
Helena, Montana 59620-1001
4. Phone (406) 444-7417
5. Email kedusko@mt.gov

Point of Contact:

1. Name Spencer Harris
2. Title Transportation Planner/Law Enforcement Liaison
3. Address PO Box 201001
Helena, Montana 59620-1001
4. Phone (406) 444-0856
5. Email sharris@mt.gov

Sub-recipient:

Project Director:

1. Name Leo Dutton
2. Title Sheriff
3. Address 406 Fuller Avenue
Helena, Montana 59601
4. Phone (406) 447-8235
5. Email ldutton@lccountymt.gov

Point of Contact:

1. Name Chris Weiss
2. Title Sergeant
3. Address 406 Fuller Avenue
Helena, Montana 59601
4. Phone (406) 447-8235
5. Email cweiss@lccountymt.gov

Fiscal contact:

1. Name Tammy Potter
2. Title Finance Coordinator
3. Address 406 Fuller Avenue
Helena, Montana 59601
4. Phone (406) 447-8258
5. Email tpotter@lccountymt.gov

Agreement and Authorization to Proceed

The Sub-recipient warrants it has the lawful authority to enter into this Agreement on behalf of the Sub-recipient, and that it has taken all actions and complied with all requirements necessary to execute the authority lawfully in entering into this Agreement, and that the undersigned signatory for Sub-recipient has been lawfully delegated authority to sign this Agreement on behalf of the Sub-recipient.

Authorizing Official of the Sub-recipient

1. Name

Andy Hunthausen
2. Title

Commissioner-Chair
3. Address

316 Park Street-Room 345
Helena, Montana 59601
4. Phone

(406) 447-8304
5. Email

bocc@lccountymt.gov
6. Signature

Date

Delegation of Managing authority

- To Project Director:

1. Name

Leo Dutton
2. Title

Sheriff
3. Address

406 Fuller Avenue
Helena, Montana 59601
4. Phone

(406) 447-8235
5. Email

ldutton@lccountymt.gov
6. Signature

Date

Montana Department of Transportation Approval

1. Name/Title

Rob Stapley, Rail, Transit, Planning Division Administrator
2. Address

Montana Department of Transportation
PO Box 201001, Helena, Montana 59620-1001
3. Phone

(406) 444-3445
4. Email

rostapley@mt.gov
5. Signature

Date

Attachment A

Rev. 01/2022

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, income-level & Limited
English Proficiency

State protected classes

Race, color, national origin, parental/marital status,
pregnancy, childbirth, or medical conditions related to
pregnancy or childbirth, religion/creed, social origin or
condition, genetic information, sex, sexual orientation,
gender identification or expression, ancestry, age,
disability mental or physical, political or religious
affiliations or ideas, military service or veteran status,
vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) **Pertinent Non-Discrimination Authorities:** During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Attachment B – Objectives

Scope of Work

I. Purpose

Given that most traffic collisions are preventable, there is a need for effective education and proactive enforcement to increase motorists' knowledge about traffic safety risk factors and deter poor driver choices/behavior. The purpose of this contract is to reduce crashes, injuries, and fatalities associated with impaired driving and lack of proper occupant restraint through High Visibility Enforcement (HVE). The Selective Traffic Enforcement Program (STEP) provides funding for officer base salaries and overtime to deter impaired driving and occupant restraint violations. STEP is used to provide HVE on local high-crash corridors and at high-risk events/timeframes such as rodeos, fairs, and other community events with a history of high fatality rates and injuries caused by impaired driving and non-seatbelt usage.

II. Objectives

Provide HVE through collaboration with other law enforcement agencies during the following:

- A. National mobilizations (Winter Holiday, Memorial Day and Labor Day)
- B. State high-risk timeframes and events (4th of July, St. Patrick's Day, Halloween)
- C. Local high-risk timeframes and special events (rodeos, concerts, county fairs)

III. Use of STEP Funds

- A. STEP funds shall be used for officer patrols focusing on impaired driving, speed and occupant protection.
- B. STEP funds may be used for officer administrative duties (report writing/investigative duties) and court proceedings stemming from DUI arrests made during STEP funded patrols.

IV. Responsibilities

Conduct High Visibility Traffic Enforcement (HVE)

- A. STEP grant funds may be used for funding base salaries and overtime shifts.
- B. Only full-time officers trained in standard field sobriety testing may participate in STEP patrols.
- C. Generate media publicity to in support of HVE (see "Earned Media" below for more information).
- D. Impaired driving and occupant protection violations must be the focus of the patrols funded through STEP.
- E. Conduct sustained enforcement patrols during high-risk timeframes and mobilizations.
 - a. A minimum of three STEP patrols must be conducted each period
 - b. A minimum of four additional patrols must be conducted during national mobilizations and state high risk timeframes
- F. We recognize that officers assigned to STEP patrols may be called away to assist other officers with non-traffic related duties. If these activities comprise more than one quarter of the shift, please do not include this time in the reimbursement request.
- G. Coordinate and participate in multi-jurisdictional law enforcement efforts to maximize the public's perception that HVE is underway.

Attachment B – Objectives (cont'd)

V. Implementation Plan & Deliverables

Action Item
1. Use full time law enforcement officers for STEP patrols
2. Collaborate with nearby law enforcement agencies to schedule HVE STEP shifts within the identified targeted enforcement corridors (if applicable). Scheduling should take the following into consideration: <ol style="list-style-type: none"> Time of day (when DUI is most likely to occur) Special events Local high-risk corridors (based on local data)
3. Contact local media outlets such as newspapers, radio stations, and television stations in advance of, during, and/or after scheduled STEP patrols
4. Participate in the three national mobilizations: <ol style="list-style-type: none"> Winter Holiday Season Memorial Day Mobilization Labor Day Mobilization
5. Participate in two state/local high-risk timeframes of your choice such as the 4 th of July holiday weekend and a rodeo, county fair, etc.
6. Collaborate with MHP's Safety Enforcement Traffic Team (SETT) as necessary.
7. Collaborate with MHP on investigating over-service as it relates to DUI arrests and crashes
8. Submit a tentative plan for STEP patrols by October 31.

Earned Media

The contractor will contact local media outlets such as newspapers, radio stations, and television stations in advance of, during, and/or after scheduled HVE patrols. This will be done to make the public aware of the traffic enforcement activities law enforcement is performing and law enforcement's commitment to traffic safety. Communication will include acknowledgement of the Montana Department of Transportations' support and funding for this program.

Public Information & Education Support

The contractor is expected to partner with the media, traffic safety stakeholders and DUI task forces to provide support and education related to traffic safety.

The State Highway Traffic Safety Section will provide a list of contact names and phone numbers for traffic safety stakeholders such as DUI task forces.

Attachment C – Budget

A. Personnel Services

Description	Type of Personnel Service	Proposed MDT-SHTSS Funding	Matching Funds	Total
Overtime and hourly benefit pay for shift scheduling	Overtime	\$15,000.00	\$0.00	\$15,000.00
		\$15,000.00	\$0.00	\$15,000.00

Personnel Services Narrative

We will utilize the data from FFY 2023. Our office was awarded \$15,000.00. Our office worked 42 STEP shifts and we were reimbursed \$12,217.70. Our average overtime hourly pay including benefits was \$56.85 per hour.

B. Contracted Services

Description	Type of Contract Service	Proposed MDT-SHTSS Funding	Matching Funds	Total
		\$0.00	\$0.00	\$0.00

Contracted Services Narrative

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Attachment C – Budget (cont’d)

C. Operating Expenses

Description	Type of Operating Expense	Proposed MDT-SHTSS Funding	Matching Funds	Total
		\$0.00	\$0.00	\$0.00

Operating Expenses Narrative

D. Travel

Description	Type of Travel	Proposed MDT-SHTSS Funding	Matching Funds	Total
		\$0.00	\$0.00	\$0.00

Travel Narrative

E. Equipment

Description	Proposed MDT-SHTSS Funding	Matching Funds	Total
	\$0.00	\$0.00	\$0.00

Attachment C – Budget (cont'd)

Equipment Narrative

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F. Indirect Costs

Description	Proposed MDT-SHTSS Funding
	\$0.00

Indirect Costs Narrative

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Total Project Budget

Combined Totals For All Columns	
Total Proposed MDT-SHTSS Funding	\$15,000.00
Total Matching Funds	\$0.00
Combined Total	\$15,000.00
Percentages	
SHTSS Share of Project	100.0%
Match Percent	0%

Attachment D – Reporting Schedule

Reporting and invoicing schedule

Progress reports shall be submitted with all requests for reimbursement. Reports and reimbursement requests are due 30 days following the end of the reporting period outlined below. The Third Period report shall serve as the final report and close-out for contracts. Unless otherwise directed by MDT, all progress reports and reimbursement requests shall be submitted through Webgrants and follow the schedule outlined below for reporting periods.

Report required	Due
Plan. Sustained enforcement and mobilization plans (must be submitted via email to sharris@mt.gov)	October 30, 2024
Period 1 Report. October 01 – January 31. Includes Winter Holiday Mobilization – one invoice, two reports	February 28, 2025
Period 2 Report. February 01 – May 31. Includes Memorial Day Mobilization – one invoice, two reports	June 30, 2025
Period 3 Report. June 01 – September 30. Includes Labor Day Mobilization – one invoice, two reports	October 31, 2025

Reports are required for all periods and Mobilizations regardless if reimbursement requests are submitted or not.