



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Thursday, October 31, 2024, at 9:00 AM in Commission Chambers, Rm 330.

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

1. **Pledge of Allegiance**
2. **Proclamation**
 - a. Supporting Operation Green Light for Veterans.
3. **Consent Action Items**
 - a. Public Meeting Minutes for October 17, 22, 2024. (Brandi Spangler)
 - b. Resolution 2024-114 Declaring County Property Surplus Property. (Amy Reeves)
4. **Bid Opening. Sun Canyon Load and Haul. (Audra Zacherl)**

The Commissioners will consider opening the bids.
5. **Bid Award. Augusta Gravel. (Kevin Horne)**

The Commissioners will consider awarding the bid.
6. **Amendment No. 1 to Task Order No. 5 Between Lewis and Clark County and RESPEC. (Dan Karlin)**

The Commissioners will consider the amendment to the contract Task Order 5 with RESPEC to include additional construction administrative services for the Lower D2 Ditch Flood Mitigation Project for an additional amount of \$30,577, bringing the total contract amount to \$214,962.
7. **Memorandum of Understanding Between Lewis and Clark County Sheriff's Office and the Augusta Fire District. (Sheriff Leo Dutton)**

The Commissioners will consider the memorandum of understanding (MOU) with the Augusta Fire District in the amount of \$400 per month for the use of office space. The MOU begins

upon last signature and will be effective no longer than November 1, 2028.

8. **Grant Application to the NRA Foundation. (Chris Rebo)**

The Commissioners will consider the grant application to the NRA Foundation for the Montana NRA Grant in the amount of \$140,000 with no matching funds required. The grant period begins February 1, 2025 through November 1, 2025. The grant funds will be used to purchase 50 rifles, 50 suppressors, 50 optics, and 50 lights for the Lewis and Clark County Sheriff's Office.

9. **Grant Award to Lewis and Clark Public Health from the Department of Environmental Quality. (Laurel Riek)**

The Commissioners will consider a grant award from the Montana Department of Environmental Quality in the amount of \$230,500 for completion of a Septic System Inventory. The County will provide match in the amount of \$57,625. The grant is effective upon signature until December 31, 2027.

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

11. **Adjourn**

ADA NOTICE

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

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



ATTACHMENTS:

Description	Type
 Proclamation	Attachment



LEWIS AND CLARK COUNTY PROCLAMATION

SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, the residents of Lewis and Clark County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Lewis and Clark County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, as estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Lewis and Clark County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted.

NOW, THEREFORE BE IT PROCLAIMED, with designation as a Green Light for Veterans County, Lewis and Clark County hereby declares for November 4th through November 11th, 2024, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore,

BE IT FURTHER PROCLAIMED, that in observance of Operation Green Light, Lewis and Clark County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Dated this 31st day of October, 2024

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen

Candace Payne

Attest:

Amy Reeves, Clerk of the Board

Tom Rolfe



ATTACHMENTS:

Description	Type
10-17-24 Meeting Minutes	Attachment
10-22-24 Meeting Minutes	Attachment



PUBLIC MEETING

October 17, 2024
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, October 17, 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, Keni Grose, Kyle Sturgill-Simon, Audra Zacherl, Jesse Whitford, Kevin Horne, Drenda Niemann, Ann McCauley, Matt Kultgen, Chris Weiss, Sherryl Martin, Angela Mosier, Marni Bentley, and Brandi Spangler, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

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)

[1:04] [1 of 2] Roger Baltz, Chief Administrative Officer, reported on consent action items 2a-b and recommended approval.

No public comment was received.

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

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

[2:41] [1 of 2] Keni Grose, Senior Human Resources Generalist/Safety Officer, and Kyle Sturgill-Simon, Disaster and Emergency Services Director, presented the Great Shake-Out, national earthquake awareness and preparation day. On October 17, at 10:17 the County will participate in the Great Shake-Out earthquake drill.

No public comment was received.

Bid Opening. Augusta Gravel Supply. (Audra Zacherl)

[7:22] [1 of 2] Audra Zacherl, Public Works Assistant Director, opened bids for the Augusta Gravel Supply. Two bids were received. The first bid was from CK May Excavating Inc. of Belgrade, Montana for the amount of \$50.50 per ton for a total of \$606,000. The second bid was from Valley Sand and Gravel of Helena, Montana for the amount of \$7.80 for a total of \$93,600. Staff recommends taking the bids under advisement and coming back to the Commission with a recommendation on October 31, 2024.

No public comment was received.

Commissioner Rolfe made a motion for staff to take the bids under advisement and come back with a recommendation on October 31, 2024. Commissioner Hunthausen seconded the motion. The motion Passed on a 3-0 vote.

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

[11:51] [1 of 2] Jesse Whitford, Public Works Construction Project Coordinator, presented a contract with Dustbusters Enterprises, Inc. in an amount not to exceed \$39,537 for providing and applying magnesium chloride to the upper section of Sun Canyon Road in Augusta, Montana. The contract begins upon approval of both parties through November 15, 2024. Staff recommends approval of the contract.

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 Montana Department of Transportation. (Kevin Horne)

[16:36] [1 of 2] Kevin Horne, Public Works Operations Supervisor, presented a grant application to the Montana Department of Transportation for discretionary grant funds for bridge quick-fix repairs. The grant request is for \$149,304.20 to repair and address structural settling issues with the approaches of the Craig River Bridge located in Craig, Montana. He read a letter of support to Montana Department of Transportation into the record and requests the Chair to sign. 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.

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)

[26:13] [1 of 2] Drenda Niemann, Public Health Officer, presented an amendment to a grant task order with Montana Department of Health and Human Services for the Healthy Montana Families home visiting programs to extend the term to September 29, 2025 and adding an additional \$241,373. Staff recommends approval of the amendment.

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

[30:55] [1 of 2] Ann McCauley, Grants and Purchasing Director, presented an American Rescue Plan Act (ARPA) Minimum Allocation Grant Award from the Montana Department of Natural Resources and Conservation for installation of public water and wastewater systems at Trinity School District #4 in Canyon Creek, Montana in the amount of \$85,000. The period of performance is March 3, 2021 through December 31, 2025. Staff recommends approval of the grant 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.

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

[4:07] [2 of 2] Matt Kultgen, Sheriff's Office Senior Deputy, presented a 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 of \$26,384. The grant period is October 1, 2024 through September 20, 2025. Staff recommends approval of grant award.

Sherryl Martin, Senior Financial Coordinator, thanked Ann McCauley for her assistance with grants.

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

[8:40] [2 of 2] Chris Weiss, Sergeant, presented a grant award from the Montana Department of Transportation to provide reimbursement of overtime costs incurred by deputies working DUI traffic shifts in the amount of \$15,000. The grant period is October 1, 2024 through September 30, 2025. Staff recommends approval of the grant 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.

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 9:43am.

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 22, 2024
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Tuesday, October 22, 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, Pam Attardo, Phil Gonzalez, Rachel Ward, Greg McNally, Kim Smith, Anna Baker, Lawrence Lesofski, Gail Jester, Wally Jester, Justin Evans, Anne Blotkamp, Sarah Crowley, Michael Jacobson, John Carter, David Nardinger, Donna Church, Cory Baker, Jeff Miller, Joy Holloway, Jason Sorenson, Kyler Perkins, David Nimick, Jeff Dorrington, and Brandi Spangler, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

There were no consent action items.

Budget Amendments. (Frank Cornwell)

[1:30] Roger Baltz, Chief Administrative Officer, and Frank Cornwell, Chief Financial Officer, presented budget amendments for October, 2024. Health plan claims are higher this year and the amendment is to address the higher claims by moving \$820,000 savings to the group health fund.

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.

Update on Unionville School American Rescue Plan Act Project. (Pam Attardo)

[13:40] Pam Attardo, Heritage Preservation Officer, gave an update on the Unionville school project. Anna Baker, Unionville resident, gave an overview of the project and shared a video of

the project.

No public comment was received.

Final Plat Application for Amended Parcels P1 & P2, Amending Lot P2K of the Hahn Tracts Subdivision, SUBD2024-007. (Applicant: Lawrence & ALexis Lesofski) (Planner: Phil Gonzalez)

[32:32] Phil Gonzalez, Planner II, presented a final plat application amendment for Lot P2K of the Hahn Tracts Subdivision to decrease a no access restriction by 50 feet along Michelle Drive. The conditions of approval have been met. Staff recommends approval of the final plat application.

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.

Request for Modification of Conditional Approval of the Wordsmith Subdivision. (Applicant: Kim Smith) (Planner: Rachel Ward)

[39:44] Rachel Ward, Planner II, presented a modification of conditional approval for the Coppersmith Subdivision to amend the condition that requires the approach of Esplin Drive be expanded to a three-lane approach, as suggested by the Montana Department of Transportation and County Engineer, Dan Karlin. Legal notice was posted on site, sent to adjacent property owners, and published in the Helena Independent record. There were no protests received. Staff recommends approval of the amendment.

[52:00] Kim Smith, applicant, gave an overview of the process of the subdivisions.

[55:14] Ms. Ward reviewed the findings of facts and conclusions related to the amendment.

No public comment was received.

Commissioner Rolfe made a motion to approve the findings of fact and conclusions related to the amendment. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Commissioner Payne made a motion to approve the modification of conditional approval. The motion was seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

Request for Modification of Conditional Approval of the Blacksmith Subdivision. (Applicant: Kim Smith) (Planner: Rachel Ward)

[1:23:12] Commissioner Rolfe made a motion to bring the Coppersmith subdivision discussion into the Wordsmith Subdivision. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

[1:23:45] Rachel Ward, Planner II, presented a modification of conditional approval for the Wordsmith Subdivision to amend the condition that requires the approach of Esplin Drive be expanded to a three-lane approach, as suggested by the Montana Department of Transportation and County Engineer, Dan Karlin. Legal notice was posted on site, sent to adjacent property owners, and published in the Helena Independent record. There were no protests received. Staff recommends approval of the amendment.

[1:27:59] Kim Smith, applicant, spoke about the landowner and how he is authorized to submit the application for the subdivision.

[1:29:03] Ms. Ward reviewed the findings of fact and conclusions related to the amendment.

No public comment was received.

Commissioner Payne made a motion to approve the findings of fact and conclusions related to the amendment. The motion was seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

Commissioner Rolfe made a motion to approve the modification of condition of approval. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Request for Modification of Conditional Approval of the Coppersmith Subdivision. (Applicant: Kim Smith) (Planner: Rachel Ward)

[1:40:00] Rachel Ward, Planner II, presented a modification of conditional approval for the Blacksmith Subdivision to amend the condition that requires the approach of Esplin Drive be expanded to a three-lane approach, as suggested by the Montana Department of Transportation and County Engineer, Dan Karlin. Legal notice was posted on site, sent to adjacent property owners, and published in the Helena Independent record. There were no protests received. Staff recommends approval of the amendment.

No public comment was received.

[1:44:11] Ms. Ward reviewed the findings of fact and conclusions related to the amendment.

No public comment was received.

Commissioner Rolfe made a motion to approve the findings of fact and conclusions related to the amendment. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Commissioner Rolfe made a motion to approve modifications of conditional approval. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Request for Modification of Conditional Approval of the Arrowsmith Subdivision. (Applicant: Kim Smith) (Planner: Rachel Ward)

[1:55:12] Rachel Ward, Planner II, presented a modification of conditional approval for the Arrowsmith Subdivision to amend the condition that requires the approach of Esplin Drive be expanded to a three-lane approach, as suggested by the Montana Department of Transportation and County Engineer, Dan Karlin. Legal notice was posted on site, sent to adjacent property owners, and published in the Helena Independent record. There were no protests received. Staff recommends approval of the amendment.

No public comment was received.

[2:00:01] Ms. Ward reviewed the findings of fact and conclusions related to the amendment.

No public comment was received.

Commissioner Rolfe made a motion to approve the findings of fact and conclusions related to the amendment. The motion was seconded by Commissioner Payne. The motion Passed on a 3-0 vote.

Commissioner Rolfe made a motion to approve modifications of conditional approval. 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.

[2:12:35] Kim Smith thanked staff for the hard work.

Adjourn

There being no further business, the meeting adjourned at 11:12am.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

Candace Payne, Vice Chair

Tom Rolfe, Member

ATTEST:

Amy Reeves, Clerk of the Board



ATTACHMENTS:

Description

▣ Resolution 2024-114

Type

Resolution

RESOLUTION 2024 - 114

A RESOLUTION DECLARING COUNTY PROPERTY SURPLUS PROPERTY

WHEREAS, Section 7-8-2211, MCA, authorizes the Board of County Commissioners to sell, trade, or exchange any real or personal property, however acquired, belonging to the County that is not necessary to the conduct of county business or the preservation of its property; and

WHEREAS, the County property described on the attached list has been determined by the Board of County Commissioners to be unnecessary to the conduct of county business or the preservation of its property and by such determination has been declared surplus property; and

WHEREAS, the property listed on the attached list reasonably has a value of \$2,500 or more and is indicated therein; and

NOW, THEREFORE, BE IT RESOLVED, by the Lewis and Clark County Commissioners, that said county property is declared surplus property and be taken off the inventory.

DATED this ____ day of _____ 20__.

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Andy Hunthausen, Chair

ATTEST:

Amy Reeves, Clerk of the Board

EXHIBIT "A"

	Description	Asset #	Vin/Serial #	Value	Mileage	Reason	Department
1.	2013 Ram 1500	n/a**	1C6RR7KT2DS670194	\$ 7,454	150,000	auction ***	Sheriffs
2.	2015 Ram 1500	n/a**	1C6RR7XT1FS699696	\$ 9,040	130,000	auction ***	Sheriffs
3.	2015 Ram 1500	n/a**	1C6RR7XTXFS699695	\$10,223	113,000	auction ***	Sheriffs
4.	2015 Ram 1500	n/a**	1C6RR7XT7FS699699	\$ 7,828	150,000	auction ***	Sheriffs
5.	2017 Dodge Charger	n/a**	2C3CDXKT7HH649775	\$11,325	90,000	auction ***	Sheriffs
6.	2017 Dodge Charger	n/a**	2C3CDXKT3HH649773	\$10,353	105,000	auction ***	Sheriffs
7.	2010 Ford F-150	n/a**	1FTFW1EV6AFC57956	\$ 3,869	130,000	auction ***	Sheriffs

** No asset number listed, due to resolution 2024-107 to remove asset from county's capital asset list.

*** Retiring vehicle due to the cost of repairs needed outweighing the value of the vehicle. Vehicle can no longer fulfill duty requirements safely.



Bid Opening. Sun Canyon Load and Haul. (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 Board of County Commissioners of Lewis and Clark County is soliciting competitive bids for the construction of the Sun Canyon Load & Haul Project. The project generally consists of loading and hauling 20,000 tons of county-owned gravel stockpiled on private property located near Augusta, Montana to place on Sun Canyon Road, Augusta. The limits of the gravel haul will begin at the intersection of Sun Canyon Road and Barr Creek Road and continue six miles up Sun Canyon Road, in Lewis and Clark County.

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> or by contacting the designated point of contact in accordance with Article 2.01 of Instructions to Bidders. Contractors are encouraged to check for any addenda issued 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.

There will be a pre-bid conference on Wednesday, October 23, 2024, at 3:30 p.m. in the Public Works Noxious Weed District Conference Room, located at 3402 Cooney Drive, Helena, MT. Interested bidders are encouraged to attend.

Sealed bids must be delivered to the Office of the Board of County Commissioners, in the City County Building, Room 345, 316 North Park Avenue, Helena, MT, 59623 before 4:00 p. m. local time on Wednesday, October 30, 2024. The envelope containing the sealed bid will be labeled "Sun Canyon Load & Haul, Bid Enclosed". Responsive bids will be publicly opened and read aloud on Thursday, October 31, 2024 at 9:00 a.m. in Room 330 in the City County Building, 316 N. Park Avenue, Helena, MT.

Contractor and any of the Contractor's Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required by Montana Prevailing Wage Rates for Highway Construction Services 2024. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Lewis & Clark County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

Bids may only be withdrawn as provided in Section 16.02 of the Instructions to Bidders after the scheduled time for the public opening of bids. The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Lewis & Clark County is an Equal Opportunity Employer.

Publication Dates:

- Saturday, October 12, 2024
- Saturday, October 19, 2024



Bid Award. Augusta Gravel. (Kevin Horne)

Presented By:

Summary:

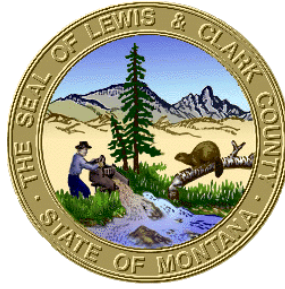
The Commissioners will consider awarding the bid.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	Notice of Award	Contract

Kevin Horne
Road/Bridge Operations Manager
(406) 447-8031 Desk
(406) 447-8038 Fax



3402 Cooney Drive
Helena, Montana 59602

khorne@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

DATE: October 31, 2024

TO: Board of County Commissioners

FROM: Kevin Horne, Road and Bridge Operations Manager

RE: Bid Award Augusta Gravel

On October 17, 2024, two bids were opened for the Augusta Gravel procurement. The Road Division is soliciting for an estimated 12,000 tons of 1 ¼" minus top surfacing gravel to be stockpiled by June 30, 2025, within a ten-mile radius of the intersection of Sun Canyon and Barr Creek Roads in Augusta. The material will be loaded, transported, and placed at worksites in Augusta by the road crew.

Funding for this material is budgeted in the FY25 Road Infrastructure fund.

After review of both bids, staff recommends awarding the bid to Valley Sand & Gravel, LLC of Helena, Montana, for a unit price per ton of \$7.80 not to exceed Ninety-three Thousand Six Hundred Dollars (\$93,600) and authorize the Chair to sign applicable contract documents.



BOARD OF COUNTY COMMISSIONERS

Andy Hunthausen Candace Payne Tom Rolfe

City County Building 316 North Park Avenue Helena, Montana 59623 Phone 406.447.8304 Fax 406.447.8370

October 31, 2024

Kris Smith
Valley Sand & Gravel, LLC
7510 Applegate Drive
Helena, MT 59602

RE: Bid Award Augusta Gravel

Dear Mr. Smith:

This letter shall serve as notification that Valley Sand & Gravel, LLC is the successful bidder for the material purchase of 20,000 tons of 1 ¼-inch minus crushed top surfacing to be stockpiled within a ten-mile radius of the intersection of Sun Canyon and Barr Creek Roads, Augusta, Montana. The Contract price shall not exceed \$93,600 and is based on the unit price of \$7.80 per ton.

Per the bid, the gravel will be stockpiled on the property of Section 28, Township 21N, Range 07W commonly known as the Neal Lloyd Hats Ranch with the understanding that the County may access the property Monday through Friday between the hours of 6:00 a.m. and 9:00 p.m. for a five year period that ends June 30, 2030.

Valley Sand & Gravel, LLC will be required to provide testing results through representative samples that demonstrate that the gravel meets the required specifications. Please work with Kevin Horne, (406) 447-8018 on the timing and submittal of the samples.

Thank you for bidding. We look forward to working with you.

Sincerely,

Andy Hunthausen, Chair
Board of County Commissioners

Cc: File



Amendment No. 1 to Task Order No. 5 Between Lewis and Clark County and RESPEC. (Dan Karlin)

Presented By:

Summary:

The Commissioners will consider the amendment to the contract Task Order 5 with RESPEC to include additional construction administrative services for the Lower D2 Ditch Flood Mitigation Project for an additional amount of \$30,577, bringing the total contract amount to \$214,962.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Contract Cover Sheet	Attachment
<input type="checkbox"/> Task Order Amendment 1	Attachment
<input type="checkbox"/> Exhibit A Scope	Attachment
<input type="checkbox"/> Staff Memo	Staff Report



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
HELENA VALLEY FLOOD MITIGATION MASTER PLAN
TASK ORDER**

TASK ORDER NO. FIVE (#5) - AMENDMENT NO. ONE (#1)

This amendment to the Task Order represents the expanded phase and services requested by Lewis and Clark County from RESPEC to complete the HVFMMP Phase described below.

Amended Phase Description:

Task Order #5 scope of work only included Construction Administration services through bidding. The purpose of Amendment No. 1 is to include additional Construction Administration services into the scope of work. Construction details are also needed to accommodate a design change for one crossing.

A scope of work describing the additional services is hereby attached and incorporated as Exhibit A.

Compensation: As compensation for the Scope of Work within this Task Order, and in consideration of this amendment, Lewis and Clark County will pay RESPEC an additional amount of Thirty Thousand Five Hundred Seventy-Seven Dollars and Zero Cents (\$30,577.00) for a total amount not to exceed of Two Hundred Fourteen Thousand Nine Hundred Sixty-Two Dollars and Zero Cents (\$214,962.00). This amount cannot be exceeded without the written approval of Lewis and Clark County.

Task Order No. Five Amendment One is agreed to by both parties and is effective as of the date of the last signature herein and work must be completed no later than **June 15, 2025**.

ENTITY:

Date: _____

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

ATTEST:

Amy Reeves, Clerk and Recorder

CONSULTANT:

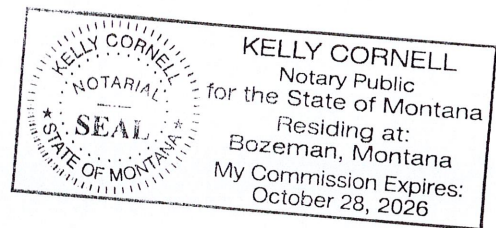
Date: 10/22/24

Mike Rotar, Montana Group Manager
RESPEC

State of Montana
County of Gallatin

This instrument was acknowledged before me on
10/22/24 [date] by Mike Rotar as
Montana Group Manager of RESPEC.

(Signature of Notarial Officer)





October 15, 2024

Dan Karlin, PE
County Engineer
Public Works
Lewis and Clark County

RE: EXHIBIT A - Task Order 5 – Amendment #1 - Scope of Work

Since 2016, RESPEC has contracted with Lewis and Clark County to serve as the Master Services provider for flood mitigation engineering services in the Helena Valley.

Task Order #5 serves as a scope of work for design, permitting, and construction of the Lower D2 Ditch Flood Mitigation Project. With respect to construction, Task Order #5 only included construction administration services through the construction bidding phase. The purpose of Amendment No. 1 is to incorporate additional construction administration services into the Task Order #5 scope of work.

Additionally, a redesign of Glass Drive #1 crossing is needed per request from the landowner. Consequently, this amendment request includes scope to discuss details with the landowner; redesign the crossing; prepare construction details, quantities, and estimated costs; and reconcile the change with permitting agencies.

The following scope of work is proposed as an addition to the original scope under Task 4 – Permitting and Drafting, and Task 5 - Construction Administration.

TASK 4. PERMITTING AND DRAFTING

The amended scope of work will include redesign of Glass Drive #1 crossing. Amended subtasks will include:

- / Onsite meeting with landowner
- / Redesign Glass Drive #1 per landowner preference
- / Revise construction drawings and quantities
- / Update landowner easement exhibit
- / Update hydraulic model/no-rise analysis
- / Submit permit amendment request letter to agencies (Floodplain, USACE, and FWP)

Assumptions:

- / Additional field survey and utility locates not required

Deliverables:

- / Revised construction drawings for Glass Drive #1
- / Updated landowner easement exhibit

PRECONSTRUCTION TASK 5. CONSTRUCTION ADMINISTRATION

The amended scope of work will include construction administration services from contracting through project closeout.

800 NORTH LAST CHANCE GULCH
SUITE 101
HELENA, MT 59601
406.284.2525

Amended subtasks will include:

- / Preconstruction Meeting - Agenda, meeting, minutes
- / Review/approve submittals
- / Review/respond to RFIs
- / Bi-Weekly meetings and documentation
- / Technical oversight and documentation
- / Schedule coordination
- / Punch List/Final Walkthrough
- / As-built drawing review/approval/finalization
- / Floodplain Certification

Assumptions:

- / Active construction is assumed to occur over 10 weeks.
- / RESPEC will perform construction observation and technical oversight for three-half days over 10-week active construction period.
- / Five bi-weekly meetings will be needed.
- / All change orders and pay applications will be prepared and processed by the county.

Deliverables:

- / Meeting minutes
- / Construction observation notes
- / Approved Submittals and RFIs
- / Punch List and Final Walkthrough documentation
- / Approved As-built Drawings
- / Floodplain Certification

SCHEDULE

Construction is planned to begin November 2024 and to be completed by April 2025. RESPEC will coordinate the schedule with the construction contractor for bi-weekly meetings and technical oversight.



BUDGET

RESPEC has prepared an estimated budget to accomplish the additional scope of work. **Table 2** outlines the estimated budget for the amended task.

Table 1. Estimated costs to accomplish amended Task Order #5.

Task	Task Description	Estimated Cost
4	PERMITTING AND DRAFTING	\$5,450
5	CONSTRUCTION ADMINISTRATION	\$23,715
Subtotal Direct Labor		
<i>Nonlabor Subtotal</i>		<i>\$1,412</i>
Total Estimated Cost		\$30,577

We greatly appreciate the opportunity to provide you with this scope of work. Please contact me with any questions or concerns at 406-599-2287 or matthew.johnson@respec.com.

Sincerely,

Matt Johnson, PE, CFM
Senior Water Resources Engineer

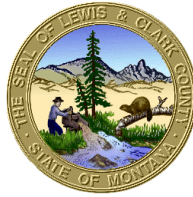
Enclosed: Cost Estimate Detail Sheet

PROJECT: VFMP TO5 - Amendment 1 - Construction Admin						DATE: October 15, 2024					
Project NO:		EST. PREPARED BY: M. Johnson				WORK TYPE: Construction Admin					
No.	Task	Total Hours	Project Manager/Sr. Project Engineer	Sr. Engineer/Group Manager	Engineer II	Engineer I	Survey Crew	Biologist	CADD Technician	Admin	
4	PERMITTING AND DRAFTING										
	Hydraulics Tech Memo	18	2		12	4					
	Section 404 Calcs and Cover Letter	4	1		1	2					
	Montana Joint Permit Application	0									
	30 % Details	0									
	60% Details	0									
	90% Details	0									
	100% Details	28	4		8	16					
	SUBTOTAL (HOURS)	50	7	0	21	22	0	0	0	0	
5	CONSTRUCTION ADMINISTRATION										
	Preconstruction Meeting - Agenda, meeting, minutes	7	3			4					
	Review/approve submittals	9	2		3	4					
	Review/respond to RFIs	13	2		3	8					
	Weekly meetings and documentation	18	6		2	10					
	Technical oversight and documentation	150	10		20	120					
	Schedule coordination	8	4			4					
	Change Orders	0									
	Pay applications	0									
	Punch List/Final Walkthrough	10	3		1	6					
	Final Payment	0									
	As-built drawing review/approval/finalization	5	1			4					
	Floodplain Certification	3	1			2					
	SUBTOTAL (HOURS)	223	32	0	29	162	0	0	0	0	
TOTAL (HOURS)		273	39	0	50	184	0	0	0	0	

COST SUMMARY

PROJECT: VFMMPTO5 - Amendment 1 - Construction Admin								
Project NO:	EST. PREPARED BY: M. Johnson				WORK TYPE: Construction Admin			
		Hours	Bill Rate					Extension
Project Manager/Sr. Project Engineer		39	\$165.00					\$6,435.00
Sr. Engineer/Group Manager		0	\$205.00					\$0.00
Engineer II		50	\$105.00					\$5,250.00
Junior Engineer		184	\$95.00					\$17,480.00
Survey Crew		0	\$500.00					\$0.00
Biologist		0	\$100.00					\$0.00
CADD Technician		0	\$95.00					\$0.00
Admin		0	\$70.00					\$0.00
TOTAL HOURS		273						
				LABOR SUBTOTAL				\$29,165.00
GENERAL OVERHEAD @	0.0000			OVERHEAD SUBTOTAL				\$0.00
				TOTAL LABOR/OVERHEAD				\$29,165.00

PROJECT: VFMP T05 - Amendment 1 - Construction Admin									
	Copies (8.5"x11" b&w)		sheets		Per sheet	\$0.10			\$0.00
	Copies (8.5"x11" color)		sheets		Per sheet	\$1.50			\$0.00
	Copies (11"x17" color)		sheets		Per sheet	\$2.50			\$0.00
	Mileage		miles	540	Per mile	\$0.67			\$361.80
	Per Diem		each		each	\$59.00			\$0.00
	GPS RTK Survey Base/Rover		days	3	Per day	\$350.00			\$1,050.00
	Lodging		each		each	\$95.00			\$0.00
			People		Per Person	\$16.00			\$0.00
						TOTAL DIRECT NONLABOR			\$1,411.80
RECAPITULATION									
Total Labor/ Overhead									\$29,165.00
Total Direct NonLabor									\$1,411.80
Profit									\$0.00
Total Estimated Cost									\$30,576.80



LEWIS AND CLARK COUNTY

Public Works Department

DATE: October 31, 2024
TO: Board of County Commissioners
FROM: Daniel Karlin, County Engineer
RE: Task Order. No. 5 Amendment No. 1

Before you today is amendment No. 1 to Task Order No. 5 with RESPEC to perform construction engineering services and design modifications for the Lower D2 Project.

The amended scope of work now includes construction administration tasks such as facilitating the preconstruction meeting, reviewing and approving submittals, reviewing and responding to RFI's, bi-weekly construction progress meetings, technical oversight and documentation, as-built drawing review, and floodplain administration. It also includes design modifications to the Glass Drive #1 crossing to prepare for the future installation of the remaining two crossings.

The amendment is for time and materials not to exceed \$30,577.00 and increases the total value of Task Order No. 5 to \$214,962.00. It is funded through an American Rescue Plan Act grant.

Staff recommends that the Board of County Commissioners approve Amendment No. 1 to Task Order No. 5 with RESPEC Engineering in the amount of \$30,577.00 with an updated contract end date of June 15, 2025 and authorize the Chair to sign.



Memorandum of Understanding Between Lewis and Clark County Sheriff's Office and the Augusta Fire District. (Sheriff Leo Dutton)

Presented By:

Summary:

The Commissioners will consider the memorandum of understanding (MOU) with the Augusta Fire District in the amount of \$400 per month for the use of office space. The MOU begins upon last signature and will be effective no longer than November 1, 2028.

Legal Review Required:

ATTACHMENTS:

Description	Type
□ Memorandum of Understanding - August Fire District	Attachment

MEMORANDUM OF UNDERSTANDING
BETWEEN
Lewis and Clark County Sheriff's Office
AND
The Augusta Fire District

1. Parties:

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **Lewis and Clark County Sheriff's Office (Office)**, whose address is 406 Fuller Avenue, Helena, Montana 59601 and the **Augusta Fire District (District)**, whose address is 408 Manix Street, Augusta, Montana 59410.

2. Purpose:

The purpose of this MOU is to establish the terms and conditions under which the District shall allow the Office to occupy a room at the District's Fire Station located at 408 Manix Street, Augusta, Montana.

3. Term of MOU:

This MOU is effective upon the day and date last signed and executed by the authorized representatives or governing bodies of the parties to this MOU and shall remain in full force and effect for not longer than November 1, 2028. This MOU may be terminated by either party with 30 days' written notice.

5. Responsibilities for the Office:

- I. The Office shall only use the space provided by the District, the bathroom facilities, and the training room for the Office's official use.
- II. The Office shall remit to the District \$400.00 per month for use of the District's facilities.
- III. The Office shall be subject to all District Fire Station policies.
- IV. The Office shall keep the space provided by the District in a clean and organized manner.
- V. The Office may only use the District's training room at a time agreeable to the District.

6. Responsibilities of the District:

- I. The District shall provide a secure office space and access to bathroom and training facilities for the Office's official use.
- II. The District shall provide the Office access, such as a key or fob, to access the District's Fire Station.
- III. The office space provided by the District shall be secured in a manner, such as a key or fob, to only allow the Office's personnel the ability to access the office space.

- IV. The District and its members, personnel, and public invitees to the Fire Station may not enter the office space used by the Office without prior notification and acceptance by the Office.

7. General Provisions:

- I. Amendments:
Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU. Notice of termination of this agreement shall require 60 working days' notice to both parties.
- II. Entirety of Agreement:
This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

INTENTIONALLY LEFT BLANK

TO BOTTOM OF PAGE

8. Signatures:

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Lewis and Clark County Sheriff

Leo C. Dutton, Sheriff-Coroner

Date

Augusta Fire District

[Name and Title]

Date

County Commission Chair

Andy Hunthausen, Lewis and Clark County Commission Chair

Date



Grant Application to the NRA Foundation. (Chris Rebo)

Presented By:

Summary:

The Commissioners will consider the grant application to the NRA Foundation for the Montana NRA Grant in the amount of \$140,000 with no matching funds required. The grant period begins February 1, 2025 through November 1, 2025. The grant funds will be used to purchase 50 rifles, 50 suppressors, 50 optics, and 50 lights for the Lewis and Clark County Sheriff's Office.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> NRA Grant Application	Contract



2025 GRANT APPLICATION

(/sp/2025_statefundgrant)

2025 State Fund Grants ☐

Save Changes

Close

When you are ready to submit this step, please click the blue "Save" button at the bottom of the page.

- You can save this form as a draft at any time by clicking "Save Draft" at the bottom of the page.
- When you have completed all required items, please click the "Mark Complete" button at the bottom of the page.

NOTE: When you have completed all required steps, be sure to click "Submit" on the next page.

ALERT! YOU MUST CLICK ON THE SUBMIT BUTTON ONCE YOU HAVE COMPLETED AND REVIEWED THE REQUEST. THE SUBMIT BUTTON DOES NOT APPEAR UNTIL ALL REQUIRED FIELDS HAVE BEEN COMPLETED.

YOU WILL RECEIVE A SYSTEM EMAIL SHORTLY AFTER THE SUBMIT BUTTON HAS BEEN CLICKED ON TELLING YOU THE REQUEST HAS BEEN SUCCESSFULLY SUBMITTED. WITHIN 3 BUSINESS DAYS YOU WILL RECEIVE A SECOND EMAIL GIVING YOU YOUR GRANT NUMBER.

If you do not receive these emails log back into the system to check the status of your request. If you require assistance email grantprogram@nrahq.org (mailto:grantprogram@nrahq.org).

This form is now marked complete.

Last saved on 10/27/2024 at 10:31:51 PM

2025 State Fund Grant Application

Grant Number

This will be assigned by NRA Foundation staff. You will use it later in the grant process as a reference number.

Notes to Grantee (ADMIN ONLY)

Applying Organization Information

Organization Name ***Is any person in your organization also an officer, director, trustee, or employee of The NRA Foundation, the NRA, or any of the NRA's other affiliated organizations? ***

Is any person in your organization (including, but not limited to, officers, directors, trustees, employees, etc.) also an officer, director, trustee, or employee of The NRA Foundation, the NRA, or any of the NRA's other affiliated organizations.

☐ Yes☒ No**Address 1 *****Address 2****City *****State *****Zip Code *****Select Organization Type *****Entity Type ***

- ☒ Government Entity
- ☐ 501(c)3 - Religious, Educational, Charitable, Scientific, Literary, Testing for Public Safety, to Foster National or International
- ☐ 501(c)4 - Civic Leagues, Social Welfare Organizations, and Local Associations of Employees
- ☐ 501(c)5 - Labor, Agricultural and Horticultural Organizations
- ☐ 501(c)6 - Business Leagues, Chambers of Commerce, Real Estate Boards
- ☐ 501(c)7 - Social and Recreational Clubs
- ☐ 501(c)8 - Fraternal Beneficiary Societies and Associations
- ☐ 501(c)9 - Voluntary Employee Beneficiary Associations
- ☐ 501(c)10 - Domestic Fraternal Societies and Associations
- ☐ 501(c)19 - Veterans Organizations
- ☐ 501(c)23 - Veterans Organizations

- ☐ State Registered Nonprofit
- ☐ Other

If other, please describe

Federal Tax ID Number *

81-6001383

W-9, Signed and Dated No More Than Two Years Old *

+ Select a file

Determination Letter.pdf

☐ (/sp/file_redirect/2025_statefundgrant/25216025/c64c2f104933e4e2868500c99a3be328) ☐

-IRS determined 501 (c) entities must attach their IRS Determination Letter. -Government agencies (Law Enforcement, Public Schools and Colleges, Public Ranges) should attach a letter from their finance office stating the Federal Tax ID number, on agency letterhead, signed and dated by a finance officer.

-State incorporated and registered nonprofits, who are NOT an IRS (c) entity, need to attach a copy of their most recent state registration from the Secretary of State website.

IRS Determination Letter, Or Government Agency Letter Or State Nonprofit Registration *

To see examples of these letters go to <https://www.nrafoundation.org/media/uaaaat3k/irs-501-c-letter-example.pdf>

(<https://www.nrafoundation.org/media/uaaaat3k/irs-501-c-letter-example.pdf>) or

http://graphics.nra.org/advancement/Foundation/School_District_Letter_Example.pdf

(http://graphics.nra.org/advancement/Foundation/School_District_Letter_Example.pdf)

+ Select a file

Determination Letter.pdf

☐ (/sp/file_redirect/2025_statefundgrant/25215986/c64c2f104933e4e2868500c99a3be328) ☐

State Nonprofit Organizations Verification of Federal Tax ID Number

See http://graphics.nra.org/advancement/Foundation/State_Nonprofit_Registration_Example.pdf

(http://graphics.nra.org/advancement/Foundation/State_Nonprofit_Registration_Example.pdf) for an example.

+ Select a file

☐

Grant Proposal Information

***Note:** The answer to the question below determines what questions will be asked throughout the remainder of the application. Changing this answer will affect the application form below.

Capital Improvement refers to projects aimed at enhancing a facility, such as upgrading clubhouses or classrooms, installing commercial-grade trap machines of a capacity of 300 clays or more (refer to the Funding Request Development Tool for more details), or undertaking any other permanent improvement on an organization's property. However, it should be noted that this excludes most JROTC air rifle ranges.

Which Best Describes This Grant Request? *

- ☐ An event occurring just once
- ☐ Series of reoccurring events or program

- ☐ Team Activity
- ☒ Support for Law Enforcement Activities (not a range improvement)
- ☐ Capital Improvement/Range Improvement

Project Title *

Patrol Rifle Safety Upgrade

Overview of the Program *

The patrol rifle safety upgrade is the Lewis and Clark County Sheriff's Office program to upgrade the current inventory of patrol rifles within the office. Currently the Sheriff's Office does not have enough patrol rifles to assign one to each deputy, resulting in the use of numerous individually purchased rifles used by the deputies. Of the rifles owned by the Sheriff's office, many need updating to ensure reliability and enhance the capability of the rifle to provide the safest outcome for the deputy in the event the rifle, unfortunately, has to be deployed. This program is intended to furnish an adequate supply of rifles with the latest technology and outfitted with the highest degree of reliability and performance for the Sheriff's Office.

Word Count: 126 / 500

Please give a brief overview of the program associated with this grant request.

Detailed Description for this Project *

The Lewis and Clark County Sheriff's Office has always been a community-oriented agency, sponsoring several events a year that involve and integrate the community with first responders. It is always a top priority for the Sheriff's Office to keep the community safe and answer the call to protect community members on the worst days of their lives. Our mission statement is "To provide professional law enforcement in partnership with the community." This project will aid and enhance the ability for the Lewis and Clark County Sheriff's Office to safeguard its community by outfitting our deputies with the latest technology on their rifle platform. While the ultimate goal of a deputy is to use their weapon system as a deterrence against a threat to the community, the reliability and effectiveness of the weapon system will ensure the safety of innocents and deputies against those who wish to do harm.

The program's goal is to purchase enough rifles to replace all current Sheriff's Office rifles and discontinue the use of personal rifles by deputies, relieving the financial burden imposed on newly hired deputies. The rifles will be outfitted with suppressors which will greatly reduce health impacts on our deputies specifically associated with hearing loss, a prevalent and long-lasting disability within the law enforcement community. Upgraded weapon lights and optics will also be purchased to ensure these necessary tools have the highest reliability for deputies and ensuring the safest outcome for first responders during tense and rapidly evolving high stress events.

The Lewis and Clark County Sheriff and Deputies are fellow community members and 2nd amendment advocates. Protection of community members rights, both unalienable and those afforded to them in the Constitution, are paramount to the office and the foundation of law enforcement's ability to protect and serve the community. The Lewis and Clark County Sheriff's Office tools and equipment are often a talking point with community members and interested law enforcement. The new rifles from this project would be no different. Explaining the role and reason behind the upgraded duty rifle to community members would not only educate but promote the safe handling and responsible ownership of firearms.

Word Count: 335 / 1000

Please provide a detailed description for this project. How this will this serve the general public or benefit the community at large? What are the goals and objectives of the project? How will this further 2nd Amendment rights for Americans?

Impact of the Program *

Impact of this project will not be immediately discernible as the ultimate goal of this is to keep the deputy and thereby the community, they are protecting safe for the entirety of the deputy's career. Every night a deputy arrives home to their family and friends is a successful outcome for the community, the Sheriff's Office and the deputy. Allowing a deputy to retire from a career in law enforcement with a high quality of life because they were afforded quality equipment that protected them from the stressors this unique career encounters is a success that may not be measurable for years to come. This higher quality of life however will directly influence the firearms community by allowing deputies to continue to enjoy hobbies involving firearms, continue to be involved in firearm related programs, and continue to the give back to the community by educating the public on safe handling and responsible gun ownership through volunteer activities likes hunters' education. //

Word Count: 166 / 1000

How will you measure the impact of this project/program? Describe the criteria to be used in determining the success and impact of the project/program. How will this affect the shooting/hunting/2nd Amendment community?

Award Recognition

The NRA Foundation will be recognized by the Lewis and Clark County Sheriff's Office with an appreciation plaque that is publicly announced. Board members will be invited for a tour and presentation of the project's funding.

Word Count: 36 / 500

If this request is funded, how will The NRA Foundation and/or its Friends of NRA program be recognized for its contribution?

Estimated project or program cost *

\$ 140,000

Numbers only. How much do you estimate the project or program you are applying for will cost?

If you are submitting a capital/range improvement request, this number should reflect the ENTIRE project.

Project Completion Date *

09/01/2025

Estimated date in which the project will be completed.

Revenue Sources *

In addition to grants, this project will be funded by annual budget requests approved by the Lewis and Clark County commissioners.

Word Count: 21 / 500

Aside from NRA Foundation grants, how will this project be funded? Describe other sources of revenue such as grants from other organizations, fundraisers, member dues, sponsorships, participation fees, in-kind donations, Pittman-Robertson Funds, etc.

Do you charge a registration or participation fee for the event or program? *

No.

If you answered yes to the question above, what is the registration or participation fee and what does this fee cover?

Partial Funding *

If the grant is not fully funded, the program will continue to proceed but at a drastically reduced rate, extending the program completion date potentially several years as the budget for the program will have to be divided between many fiscal years.

If this grant request is not fully awarded, how will this affect the outcome of the program/project? Will the event/project be able to proceed at all? Would this impact participation fees? How does the organization plan to fill any budgetary shortfalls?

Notes Regarding Request Priority

Grant request items are specifically asked for as these items have been evaluated and meet requirements for law enforcement use. Substitutions could be deemed inferior to what was originally selected and potentially cause failures that could have catastrophic consequences during law enforcement related activities.

Word Count: 44 / 500

In addition to setting the priority of items in your grant request, provide any notes regarding the needs of for this project.

Example: would prefer 70/30 split of 12GA vs 20GA shells.

Grant Catalog ID

Click [HERE](#)

(<https://fundingrequest.nrafoundation.org/#/index>) to
Access the Grant Catalog.

Each grant must have a unique Grant Catalog ID from this year to be considered for funding. Remember to include all monetary requests as check request items. Please copy and paste the ID into the application.

Helpful instructions for creating the Grant Catalog ID
may be found at

<https://www.nrafoundation.org/media/koobsipa/instructions-for-grant-catalog.pdf>

(<https://www.nrafoundation.org/media/koobsipa/instructions-for-grant-catalog.pdf>)

Grant Catalog ID *

R4SZS1

This is a unique six character alpha numeric ID generated by the Grant Catalog.

Participants and Users

Number of Participants *

How many people do you expect to participate in the program/event? Numbers only please.

Target Audience *

Word Count: 9 / 500

Who is the target audience? Will non-club/organization members be allowed to participate? How will this program be marketed or advertised to potential users?

Which Groups Would Be Affected? Mark All That Apply. *

Mark all that apply.

- ☐ 4-H
- ☐ Club members
- ☐ Disabled
- ☐ FFA
- ☐ General Public
- ☐ Hunters
- ☒ Law Enforcement
- ☐ Museums/Historical Societies
- ☐ NASP/S3DA
- ☐ New Shooters
- ☐ NRA Eddie Eagle
- ☐ NRA Refuse To Be A Victim
- ☐ NRA Women on Target
- ☐ NRA Youth Education Summit
- ☐ ROTC/JROTC
- ☐ Scouts (Boy/Cub/Girl/Sea Cadets/Venture Scouts)
- ☐ SCTP
- ☐ Trap/Skeet Team
- ☐ Veterans
- ☐ Women
- ☐ Youth
- ☐ Youth Hunter Education Challenge

Primary County Served *

✕ Lewis and Clark, MT

This primary county determines which state area your grant is placed in. You may select "State Wide" for projects such as State Competitions, State YES, State YHEC, etc.

If the request is for a statewide event and your state is divided into more than one area, you must submit an application for each area (SFC).

If the project/program significantly, or equally, benefits people from other counties, you may add up to 4 additional counties served.

Secondary County Served

...

Third County Served

...

Fourth County Served

...

Fifth County Served

...

Request Contact Information

First Name *

Paul

Last Name *

Weber

Email Address *

Pweber@lccountymt.gov

Secondary Email Address

Only add a different email address. If there is not a second email address, leave blank.

Correspondence regarding this request will be sent to this email account in addition to the one listed as the primary address.

Phone *

406-447-8235

Format (xxx) xxx-xxxx

Phone Extension, if applicable

Phone Type *

- ☐ Mobile
- ☐ Home
- ☒ Office

Secondary Phone Number

This phone number should be a different number than listed above. If not, please leave blank.

Title/Position Within Organization *

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Grant Award to Lewis and Clark Public Health from the Department of Environmental Quality. (Laurel Riek)

Presented By:

Summary:

The Commissioners will consider a grant award from the Montana Department of Environmental Quality in the amount of \$230,500 for completion of a Septic System Inventory. The County will provide match in the amount of \$57,625. The grant is effective upon signature until December 31, 2027.

Legal Review Required:

**LEWIS AND CLARK COUNTY
GRANTS APPROVAL FORM**

Grant name:	Septic Inventory Program in Lewis and Clark County		
Grant/Contract number:	225017		
Funding source:			
Federal Agency:	US Environmental Protection Agency		
State Agency:	Department of Environmental Quality		
ARRA funding?	No		
Award amount:	\$230,500		
Hard Match required:	N/A		
Soft Match required:	57,625 (salary match)		
Indirect Cost Rate amount:	N/A		
Grant/Contract Period:	Start:	11/1/2024	End: 12/31/2027
Catalog of Federal Domestic Assistance number:	66.447		

Separate fund needed for accounting purposes? Yes

Is this project in the current fiscal budget? No

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

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

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

Does Grant/Contract require interest to be earned? No

Grant/Contract based on: a reimbursement

Contact Person/Phone number: Laurel Riek/406-457-8914

County Department: Health Department

County Assigned Project number: sepinv fund 159

Salaries to be paid by grant? Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Septic Inventory Program	Contract

DEQ CONTRACT COVERSHEET – TCV ≥\$200KDate: **10/9/2024**

Contract No.: 225017	Task Order No.:	Modification No.:
Federal Grant / Catalog No.: / (Required if federally funded)		
Requestor: Tiffany Lyden (Contract/Project Manager)	406-444-3576 (Phone No)	Program: 20
Return Documents To: Designated Contact Person for Program		Bureau: WQP
Program: Rosie Sada (Designated Contact)	406-444-5964 (Phone No)	Division: WQ
Contract Purpose:	The purpose of this contract is to address excess pollutant contributions to ground and surface waters in Lewis and Clark County through the completion of a septic system inventory and the identification of environmentally sensitive, priority areas for septic system replacement and connection to municipal services.	
Procurement Justification:	Government Entity	

OVER \$200,000 - complete the following (per \$200K Procedures):

Requires OBPP Approval <input checked="" type="checkbox"/>	Approvals Received: Director & OBPP <input checked="" type="checkbox"/>	Per Signed \$200k Requisition Form
Previously Approved <input type="checkbox"/>	Director & OBPP <input type="checkbox"/>	Per Original Signed \$200k
Mod Requires OBPP Approval <input type="checkbox"/>	Director & OBPP <input type="checkbox"/>	Per Signed \$200k Requisition Form
Only Requires DEQ Approval <input type="checkbox"/>	Director Only <input type="checkbox"/>	Per Signed \$200k Requisition Form

Contractor Information: (X the box for type of contractor.)

☐ Owner ☐ LLC ☐ Partnership ☐ Corp ☐ Non-Profit ☐ Education Entity ☒ Gov't Entity

Company: Lewis and Clark County
Address: 316 N Park Avenue
City/State/Zip: Helena, MT, 59623
Signatory: Andy Hunthausen
Title: Chair, Lewis and Clark County Board of County Commissioners

Signatory Name/Email: Andy Hunthausen/bocc@lccountymt.gov**Liaison Name/Email:** Beth Norberg/ bnorberg@lccountymt.gov

Start Date: Upon signature	End Date: 12/31/2027	Account Code: 62102
Organizational Units*	Fiscal Year: 2025	Fiscal Year:
ORG: 221743	Amount: \$230,500.00	Amount: \$
ORG:	Amount: \$	Amount: \$
ORG:	Amount: \$	Amount: \$

*Please use form: <H:\FORMS\CSD\ContractForms\coversheet-more-ORGS.doc> if more ORGs are required

TYPE OF MODIFICATION: ☐ Date Change **Contract Total (with mods):** \$230,500.00

Funding: ☐ Increase ☐ Decrease ☐ Other (Language | Terms & Conditions) **Change to Funding:** \$

PROGRAM/LEGAL/DIVISION REVIEW & APPROVAL

DocuSigned by:  331160770DB74BF...	10/10/2024	Signed by:  855A6EB799A84C0	10/16/2024
Project Manager/Officer	Date	Fiscal Officer / Contracts Reviewer	Date
Signed by:  14AA0E20FE69444...	10/12/2024	Signed by:  532E2216AA0E415...	10/22/2024
Section Supervisor	Date	Division Administrator	Date
DocuSigned by:  08C9DF1B60DE4AB...	10/15/2024	DocuSigned by:  9CD84EB21C0047E...	10/22/2024
Bureau Chief / Authorizing Agent	Date	Financial Analyst	Date
DocuSigned by:  E246295F77094FE...	10/11/2024	Sent to DEQProcurement@mt.gov DocuSign Account for Disbursement to Signatories	Per DocuSign
DEQ Legal Counsel	Date	DEQ Agency Procurement Officer	

FSB/Contractor Transmittal Dates Available in MTPi under "Date Tracking Tab"

THIS CONTRACT is entered into by and between the State of Montana, Department of Environmental Quality (State), and Lewis and Clark County (Contractor), collectively the Parties, for the purpose of a Septic Inventory Program in Lewis and Clark County. This Contract is entered into in accordance with pertinent sections of Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, chapter 5.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1. Contract Term. The Contract's initial term is the date of contract final execution through December 31, 2027, unless terminated earlier as provided in this Contract. In no event is this Contract binding on the State unless the State's authorized representative has signed it. The State's authorized signatory for this Contract is the Contracts Officer for the Department of Environmental Quality, or their designee.

1.2. Contract Renewal. The State may renew this Contract under its then-existing terms and conditions, subject to potential cost adjustments described below in Section 2, in one-year intervals, or any interval that is advantageous to the State. The term of this Contract, including any renewals, may not exceed a total of 4.5 years.

2. COST ADJUSTMENTS

2.1. Cost Increase by Mutual Agreement. After the Contract's initial term and if the State agrees to a renewal, the parties may agree to a cost increase. The State is not obligated to agree upon a renewal or a cost increase. Any cost increases must be necessary to complete or continue work within the scope of this Contract and cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3. SERVICES

3.1. Contractor shall provide the State the services described in Attachment A - Scope of Work, attached hereto and incorporated herein by reference.

3.2. As part of the reporting requirements under the Federal Grant Award, Contractor and any subcontractors must have a unique entity identification number (UEI) and maintain active and current contractor profiles in the System for Award Management (SAM <https://sam.gov/content/home>) for the duration of this Contract.

3.3. Contractor must comply with reporting and billing requirements outlined in Attachment B - Billing Statement attached hereto and incorporated herein by reference.

3.4. Contractor shall include the Contract number on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, the State is not obligated to pay the invoice.

4. WARRANTIES

Contractor warrants that the services provided will conform to the Contract requirements, including all descriptions, specifications, and attachments made a part of this Contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1. In consideration of services rendered pursuant to the Contract, the State agrees to reimburse Contractor up to a maximum of \$230,500 for the actual, reasonable, and necessary expenditures allowed in Attachment A – Scope of Work.

5.2. Contractor shall bill the State no more frequently than monthly and no less frequently than semi-annually, using the format and documentation detail required on Attachment B – Billing Statement, attached hereto and incorporated herein by reference, or in a mutually agreed upon format for the actual time and expenses incurred in the performance of the Contract. All invoices shall be submitted as an email attachment; the email itself is not an invoice and will not be treated as one.

5.3. Contractor shall include the Contract number on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, the State is not obligated to pay the invoice.

5.4. In accordance with §17-8-242, MCA, the State has 30 days to pay invoices. Contractor may, upon execution of this Contract, provide the State with its banking information in order to facilitate the State's electronic transfer of payments. The State shall reimburse Contractor within 30 days after receipt of each billing statement, contingent upon the following:

5.4.1. Payment for questioned costs may be withheld pending resolution and may require rebilling by Contractor or submittal of additional documentation, including any records required to be kept by Contractor;

5.4.2. For any period in which a progress report may be due, the payment for that period may be withheld pending receipt of the progress report, and acceptance and approval of any such report by the State;

5.4.3. 10 percent of total Contract amount may be withheld until final payment to ensure match requirements are met and all deliverables are received and accepted by DEQ;

5.4.4. The state may withhold payment if Contractor has not performed in accordance with the Contract; and

5.4.5. The State may request invoices be submitted at the beginning of June and September to allow for payment processing at fiscal year end (State and Federal, respectively). Failure to provide invoices early in these months may result in delayed payments. In such cases, Contractor shall not apply late fees or interest.

5.5. Contractor may not use the funds received under this Contract to supplant other Contractor budgeted expenses or funds.

5.6. This Contract is funded by Federal Grant No. SO - 95815370 (Federal Catalog No. 66.447), from the U.S. Environmental Protection Agency (EPA) and by non-federal matching funds.

6. ACCOUNTING, AUDIT AND RETENTION OF RECORDS

6.1. Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be able to allocate costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts.

6.2. The State, the Legislative Auditor, the Legislative Fiscal Analyst, United States Environmental Protection Agency, and the Comptroller General of the United States, or their authorized representatives, have

the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its contract manager in Section 25 and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under Section 6.5. This Contract may be terminated by the State upon any refusal of Contractor to allow access to such records.

6.3. Contractor shall disclose all information and reports resulting from access to the records maintained in Section 6.1 to any of the agencies referred to in Section 6.2.

6.4. Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.

6.5. All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by the State or a third party, whichever is later.

6.6. If an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor must correct the areas of non-compliance within six months after DEQ receives the audit report.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this Contract without the State's prior written consent; and the State may declare void any unapproved transfer, assignment, or subcontract. Any subcontracting of services under this Contract must be done in a competitive manner and ensure that subcontractor rates are justified and documented. Contractor is responsible for reporting subawards and executive compensation in accordance with 2 CFR §§170.100 – 170.330. Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this Contract.

8. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

9. PREVAILING WAGE REQUIREMENTS

9.1. Montana Resident Preference. Should the nature of the work performed, or services provided, under this Contract meet the statutory definition of a "public works contract" under §18-2-401, MCA, Contractor and their subcontractors shall, unless superseded by federal law, give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or non-construction services in accordance with §18-2-401 through §18-2-432, MCA, and comply with all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with §18-2-403 and §18-2-409, MCA. If uncertain of legal requirements or applicable rates for this project or certain categories of workers, Contractor should seek clarification from the Montana Department of

Labor and Industry (406-444-5600 / <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>) or the federal prevailing wage rate decisions in Montana at <https://sam.gov/content/wage-determinations>.

9.2. Standard Prevailing Rate of Wages. Unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with §18-2-401 through §18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in §18-2-401, MCA, in which the total cost of the Contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the Contractors, subcontractors, and employers shall pay during the public works contract. The rates applicable to this project will generally be the rates specified for heavy and highway construction or non-construction. The rates specified are minimum rates, and where the federal rate differs from the state rate, the higher of the two will be the required minimum.

Section §18-2-423, MCA, requires that employees receiving an hourly wage be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under §18-2-422 and §18-2-423, MCA, for not less than three years after the Contractor's, subcontractor's, or employer's completion of work on the public works contract.

For a public works contract calling for more than 30 months to perform, the standard prevailing rate of wages paid to workers must be adjusted 12 months after the date of the award of the public works contract per §18-2-417, MCA. 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. This adjustment is the sole responsibility of Contractor and no cost adjustment in this Contract will be allowed to fulfill this requirement.

9.3. Notice of Wages and Benefits. In accordance with §18-2-406, MCA, all contractors, subcontractors, and employers who are performing work or providing services under a public works contract must post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the Contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with §18-2-422, MCA.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with §39-71-401, §39-71-405, and §39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Proof of compliance must be submitted on an ACCORD form, or other similar form, and can be included with the proof of insurance required in Section 14. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration of insurance coverage or exemption, a renewal document must be sent to the Montana Department of Environmental Quality, Attn: DEQ Procurement, PO Box 200901, Helena, MT 59620-0901.

11. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with §49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical

conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

12. RETIRED STATE EMPLOYEE REQUIRED EMPLOYER REPORTING

In accordance with ARM 2.43.2114, state agencies are required to file employee reports with the Montana Public Employee Retirement Administration (MPERA). The employee reports required under ARM 2.43.2114 include a working retiree report covering Montana's Public Employees' Retirement System (PERS) retirees performing work in a PERS-covered position as an employee, an independent contractor, or through an employee leasing arrangement, or a temporary service contractor. ARM 2.43.2114(6)(a) requires DEQ to include the social security number of employees and workers in the employer report. Contractor's staff assigned to perform work under this Contract will be asked to provide a social security number.

The purpose of collecting the social security number of an individual hired as an independent contractor or through a professional employer arrangement, an employee leasing agreement, or a temporary service contractor is to determine whether the individual is a retiree. Determining an individual's status as a retiree will determine whether DEQ must make employer contributions into the public employee retirement system for retirees who return to work in a PERS-covered position as required by Section 19-3-1113, MCA.

13. NONDISCRIMINATION AGAINST FIREARMS MANUFACTURERS AND FIREARMS ASSOCIATIONS

Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of the contract against any firearm entity or firearm association. This section shall be construed in accordance with 30-20-301, MCA.

14. REQUIRED INSURANCE

14.1. General Requirements. The Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission by Contractor, and/or its agents, employees, assigns, or subcontractors.

14.2. Primary Insurance. Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

14.3. Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per occurrence and \$1,500,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor and/or its officers, agents, representatives, assigns or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the State's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the State's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

14.4. Certificate of Insurance/Endorsements. A certificate of insurance must be received by the State prior to execution of this Contract. The certificate must indicate compliance with the insurance coverages and the required limits set forth in this Section of the Contract. The required insurance must be maintained in force

and effect by Contractor for the duration of the Contract. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, changes in status of policy, etc. Failure to comply with this requirement may result in termination per Section 20 of this Contract.

14.5. Participation by a local government in a risk-sharing pool authorized by § 2-9-211, MCA, that offers the required coverages meet the insurance requirements of this Contract.

15. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to the State's Contract Liaison, identified herein. Interested parties should provide as much advance notice as possible.

16. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are formed in another state or country that are conducting activity in Montana must determine whether they are transacting business in Montana in accordance with §35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov/Business/index.asp>.

17. FEDERAL REQUIREMENTS

Contractor agrees to comply with the following terms and conditions as defined by the United States Code (<http://uscode.house.gov/search/criteria.shtml>), the Code of Federal Regulations (<http://www.ecfr.gov/>) applicable to the U.S. Environmental Protection Agency (EPA), and Presidential Executive Orders (<https://www.federalregister.gov/presidential-documents/executive-orders>) as they apply to the federal grant from the United States Environmental Protection Agency for Montana OSG - Sewer Overflow and Storm Water Reuse Municipal Grant Program SFY24. Citations to the relevant portions of the U.S. Code, Code of Federal Regulations, and Executive Orders may be obtained at <https://sam.gov/content/home> by doing a keyword search for the CFDA number(s) referenced in Section 5.6. The following provisions are incorporated into this Contract and shall be included by the Contractor in each subcontract or sub-tiered agreement under any subcontract it enters into in connection with this Contract:

17.1. Supersession (CFR). The provisions of this Section apply to contracted services funded by a federal grant award, and the provisions within it supersede any conflicting provisions of this Contract.

17.2. Drug Free Workplace (CFR). Contractor agrees to maintain a drug-free workplace. Contractor certifies, by signing this Contract that its employees and subcontractors will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this Contract.

17.3. Lobbying and Litigation (CFR). Contractor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence Congress or any federal agency in connection with the awarding of any federal/state contract, the making of any federal/state grant, the making of any federal/state loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any federal/state contract, grant, loan or cooperative agreement, or any litigation against the United States, unless authorized under existing law. If any

funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence Congress or any federal agency in connection with this Contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

17.4. Quality Assurance Project Plan (CFR). Contractor agrees to comply with any Quality Assurance Project Plan (QAPP) or Sampling and Analysis Plan (SAP) as specified in Attachment A. These plans outline the procedures Contractor must follow to ensure the collection of samples, storage of data and writing of reports is of the highest quality to meet the needs of the project.

17.5. Debarment, Suspension, Ineligibility and Voluntary Exclusion (CFR). Contractor certifies that it and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by any federal department or agency; (2) have not within a 3-year period preceding this Contract 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) contract or subcontract; been in violation of federal or state antitrust statutes, or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in (2) above; and, (3) have not within a 3-year period preceding this Contract, had one or more contracts terminated for cause or default by any federal or state agency.

17.6. Procurement of Recycled Good (USC). In accordance with Section 6002 of the Resource Conservation and Recovery Act, when the purchase of an item exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more, Contractor and subcontractors shall give preference to the purchase of specific products containing recycled materials.

17.7. Use of Recycled Paper (EO). Contractor certifies that recycled paper will be used for all reports, documents, or other submittals prepared by Contractor under the terms of this Contract. This requirement does not apply to reports that are prepared on forms supplied by the federal awarding agency.

17.8. Equipment, Supplies and Materials

17.8.1. Any purchase of equipment required under this Contract must be approved in advance and in writing by the State prior to purchase by Contractor.

17.8.2. The title of equipment, defined as having a purchase price of over \$5,000 and a useful life of more than one year, acquired under this Contract, shall vest with the State or EPA if required. Contractor agrees to maintain the equipment in good working condition and provide accountability of the equipment per state law and rule concerning Asset Management.

17.8.3. At the conclusion of this Contract, equipment shall be returned in good working condition to the State or EPA at the conclusion of the contract. Unless otherwise authorized in writing by the State and the Surplus Property Program of the Property and Supply Bureau of the General Services Division of the Montana Department of Administration. or EPA at the conclusion of the contract. Supplies and materials with a value of less than \$5,000, purchased for and used in completing the terms of this Contract shall be the property of Contractor.

17.9. Copyright And Right To Use (CFR)

17.9.1. The federal awarding agency has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed through sub-tier agreements for Federal purposes.

17.9.2. Examples of a Federal purpose include but are not limited to: (1) Use by a Federal agency and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in Federal agency documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with a Federal agency to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the Federal agency’s authorization to the other grantee to use the copyrighted works or other data.

17.9.3. In accordance with item 6 of Section 17.9.2, contractor acknowledges that the Federal agency may authorize the use of copyrighted works or other data developed under this Contract as a result of:

17.9.3.1. The selection of another contractor to perform a project that will involve the use of the copyrighted works or other data or;

17.9.3.2. Termination or expiration of this Contract.

17.9.4. In addition, the Federal agency may authorize another contractor to use copyrighted works or other data developed with Agency funds to perform another service when such use promotes efficient and effective use of Federal funds.

17.10. Acknowledgement Requirements

17.10.1. Any reports, documents, publications or other materials developed for public distribution supported by this Contract shall contain the following statement:

"This project has been funded wholly or in part by the EPA under assistance agreement SO - 95815370 to the Montana Department of Environmental Quality. The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

17.11. Subcontracting Under Disadvantaged Business Enterprise (DBE) Program (CFR)

17.11.1. Contractor shall assure compliance with the DBE Program when subcontracting, which includes, along with disadvantaged business enterprises, minority and women’s business enterprise (MBE/WBE). Contractor shall ensure that DBEs have the opportunity to compete for procurements subcontracted under this Contract by following the Six Good Faith Efforts noted below:

17.11.1.1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

17.11.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

17.11.1.3. Consider in the Contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government

recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

17.11.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

17.11.1.5. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

17.11.1.6. If the Contractor awards subcontracts, require the subcontractor to take the steps in Section 17.11.1.1 through 17.11.1.5 of this Section.

17.11.2. Contractor shall employ the Six Good Faith Efforts regardless of whether Contractor has achieved its “fair share” objectives as described in Section 17.11.1.

17.11.3. Contractor shall ensure payment to a DBE subcontractor for satisfactory performance is no more than 30 days from the date Contractor receives payment from DEQ.

17.11.4. Contractor shall notify the State in writing prior to termination of a DBE subcontractor for convenience.

17.11.5. If a DBE subcontractor fails to complete work under the subcontract for any reason, Contractor shall employ the Six Good Faith Efforts when soliciting for a replacement subcontractor.

Build America, Buy America (Effective May 14, 2022 and applicable to all funding that date forward;

Clarifications added October 1, 2022). Contractor is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the [Infrastructure Investment and Jobs Act](#) (IIJA) (P.L. 117-58, §§70911-70917) for the types of infrastructure projects under the EPA program and activities specified in the chart, [“Environmental Protection Agency's Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act.”](#) None of the funds provided under this award may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. The recipient must implement these requirements in its procurements, and these requirements must flow down to all subawards and contracts at any tier. For legal definitions and sourcing requirements, the recipient must consult EPA’s [Build America, Buy America website](#) and the Office of Management and Budget’s (OMB) [Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

When supported by rationale provided in IIJA §70914, the recipient may submit a waiver request to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the EPA [Build America, Buy America website](#).

17.12. Use of Funds for Refreshments or Meals. Contractor and any subcontractor must obtain prior approval from EPA through the State prior to using these funds for the purchase of light refreshments or meals served at meetings, conferences, training workshops, and outreach activities (events) unless the event has been specified in the approved work plan. Requests for approval must include:

17.12.1. An estimated budget and description for the light refreshments, meals, and beverages to be served at the event(s);

17.12.2. A description of the purpose, agenda, location, length and timing for the event;

17.12.3. An estimated number of participants in the event and a description of their roles.

17.13. Hotel-Motel Fire Safety. Contractor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The Hotel-Motel National Master List (<https://apps.usfa.fema.gov/hotel/>) may be used to determine if a property is in compliance, or to find other information about the Act.

17.14. Trafficking Victim Protection Act of 2000. The Contractor, Contractor's employees, and any subcontractor and subcontractor's employees, must not engage in any form of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of services under this Contract or subcontract at any time during the period the Contract or subcontract is in effect.

17.15. Limit on Funds. Contractor and any subcontractor shall not use these funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

17.16. Protection Of Whistleblowers. In accordance with the [Whistleblower Protection Enhancement Act of 2012](#) (WPA) and the [Whistleblower Protection Act of 1989 Enhanced by the Act of 2012](#), and 41 U.S.C. § 4712, it is illegal for a Contractor's employee or an employee of Contractor's Subcontractor, to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. Any employee under this contract or any subcontractor, who believes they have been retaliated against for making a protected whistleblower disclosure may submit a retaliation complaint to the [OIG Hotline](#). Information regarding whistleblower protections is available from the [Whistleblower Protection Informational Brochure](#). Contractor is required to make this information available to its employees and any subcontractors, who are required to make the information available to their employees.

17.17. False Claim. Contractor and subcontractors agree to promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract or subcontracts awarded by the Contractor.

17.18. Additional federal terms and conditions. As applicable, additional federal terms and conditions are published on EPA's website http://www.epa.gov/sites/default/files/2020-11/documents/epa_subaward_cross_cutter_requirements.pdf

18. CONFLICT OF INTEREST

18.1. For the purposes of the Montana Code of Ethics, Contractor and each of its employees and subcontractors, is a "public employee" for the purposes of this Section. As such, Contractor and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections §2-2-104, §2-2-105, §2-2-121, and §2-2-201, MCA.

18.2. If the State discovers that an employee of Contractor or subcontractor is in violation of this Section, the State may, after consulting with Contractor, terminate this Contract or take other appropriate measures to address the conflict and Contractor shall reimburse the State for any services the State requires be performed by another Contractor that duplicate the services performed by the employee who violated this Section.

19. DISCLOSURE

19.1. Contractor shall notify the State of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest shall include both organizational conflicts of interest and personal conflicts of interest (which are defined as the same types of relationships as organizational conflicts of interest, but applicable to an individual). If a personal conflict of interest exists, the individual who is affected shall be

disqualified from taking part in any way in the performance of the assigned work that created the conflict of interest situation.

19.2. Contractor certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this Contract and that have worked for the State in the last two years prior to submitting the solicitation request which resulted in the award of this Contract. Contractor further certifies that no former employee of the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment. Pursuant to §2-2-201, MCA, a former employee of state or local government may not, within 6 months following the termination of public employment, contract or be employed by an employer who contracts with the State of Montana or any of its subdivisions involving matters with which the former public employee was "directly involved", as defined in §2-2-201, MCA, during employment. Contractor further certifies it shall identify any new employees hired during this Contract that will perform work under this Contract and that have worked for the State of Montana in the last two years prior to the submission of the solicitation request which resulted in the award of this Contract. Disclosure in all cases shall include the name of the agency and the nature of work performed by the employee.

20. CONTRACT TERMINATION

20.1. Termination for Cause with Notice to Cure Requirement. Either party may terminate this Contract in whole or in part for failure of the other party to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving the other party written notice identifying items not performed. The written notice must demand performance of the items not performed within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

20.2. Reduction of Funding. In accordance with §18-4-313(4), MCA, the State must terminate this Contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this Contract in a subsequent fiscal period. If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this Contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor 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.

20.3. Any termination of this Contract is subject to the exception that Section 6, relating to retention of and access to records, remain in effect.

21. EVENT OF BREACH – REMEDIES

21.1. Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- 21.1.1.** products or services furnished fail to conform to any requirement;
- 21.1.2.** failure to submit any report required by this Contract;

21.1.3. failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval and breaching Section 26.1 obligations; or

21.1.4. financial inability to perform its obligations under this Contract.

21.2. Event of Breach by State. The State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

21.3. Actions in Event of Breach. Upon a material breach by either party, the non-breaching party may:

21.3.1. terminate this Contract in accordance with Section 20, and pursue any of its remedies under this Contract, at law or in equity; or

21.3.2. treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law or in equity.

22. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

23. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

24. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State's prior written consent. Products or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

25. LIAISONS AND SERVICE OF NOTICES

25.1. Contract Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison who will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between the State's liaison and Contractor's liaison.

Tiffany Lyden, or their designee or successor, is the State's liaison.

Department of Environmental Quality

PO Box 200901

Helena, MT 59620-0901

406-444-3576

tiffany.lyden@mt.gov

Beth Norberg, or their designee or successor, is Contractor's liaison.

1930 9th Avenue.
Helena, MT 59601
406-447-8385
bnorberg@lccountymt.gov

- 25.2 Notifications.** The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing. The party receiving a notice shall sign and date an acknowledgement of the notice and mail it to the sending party.
- 25.3 Identification/Substitution of Personnel.** The personnel identified or described in Contractor's proposal shall perform the services provided for the State under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. The State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

26. MEETINGS

26.1. Technical or Contractual Problems. Contractor shall meet with the State's liaison, or other personnel to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise; such meetings will be coordinated by the State. The State shall provide Contractor a minimum of three full working-day's-notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

26.2. Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

26.3. State's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

27. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of the original term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor must provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If there are no established Contract rates, then the rate must be mutually agreed upon. If the State terminates a project, or this Contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

28. CHOICE OF LAW AND VENUE

In accordance with §18-1-401, MCA, Montana law governs this Contract. If there is a dispute under this Contract the Parties will meet in person and attempt to resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree that prior to resorting to litigation they will attempt to settle the dispute by nonbinding mediation administered by a neutral mediator agreed to by the parties.

Both parties waive objection to personal jurisdiction in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Any litigation concerning this bid, proposal, or contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 8.

29. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-*148, 124 Stat. 119].

30. PERSONAL PROPERTY TAX

All personal property taxes will be paid by Contractor.

31. SEVERABILITY CLAUSE

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

32. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

32.1. Contract. This Contract consists of 15 numbered pages. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is: (1) the Contract and (2) Attachments to the Contract.

32.2. Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

33. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

34. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

LEWIS AND CLARK COUNTY

DATE

BY: _____
ANDY HUNTHAUSEN, Chair, Lewis and Clark County
Board of County Commissioners

316 North Park Av
Helena, MT 59623

ATTEST:

DATE

BY: _____
AMY REEVES, Clerk and Recorder

316 North Park Av
Helena, MT 59623

DEPARTMENT OF ENVIRONMENTAL QUALITY

DATE

BY: _____
REBECCA GREGG, Contracts Officer

Operations, Financial Services
PO Box 200901
Helena, MT 59620-0901

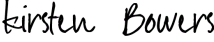
Approved as to Legal Content:

10/11/2024

DATE

BY:

DocuSigned by:


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DEQ Attorney

ATTACHMENT A – SCOPE OF WORK

DEQ Contract No. 225017

Septic Inventory Program in Lewis and Clark County

Contractor:	Lewis and Clark County Beth Norberg, Environmental Programs Supervisor 1930 9 th Avenue Helena, MT 59601
DEQ Project Manager:	Tiffany Lyden, tiffany.lyden@mt.gov, 406-444-3576
Contractor Contact:	Beth Norberg, bnorberg@lccountymt.gov, 406-447-8385
OSG Funds:	\$ 230,500
<u>Required Non-Federal Match:</u>	<u>\$ 57,625</u>
Total Project Cost:	\$ 288,125

PURPOSE: The purpose of this contract is to address excess pollutant contributions to ground and surface waters through the completion of a septic system inventory and the identification of environmentally sensitive, priority areas for septic system replacement and connection to municipal services. The project provides technical and financial resources for long-term solutions for aging and failing septic systems. The project serves as an opportunity to inform landowners about their responsibilities and actions needed to properly operate and maintain subsurface disposal systems and to restore and maintain water quality.

Contractor will ensure any subcontractors comply with applicable federal, state, local laws, rules, regulations, executive orders, and the terms and conditions of DEQ Contract No. 225017. Contractor is responsible for management and oversight of subcontractor contracts.

TASK 1 – PROJECT PLANNING AND IMPLEMENTATION

Task 1 Description: Contractor shall coordinate the efforts of all project partners and subcontractors and oversee completion of all contract deliverables.

Contractor shall complete a septic system inventory in Lewis and Clark County that will aid the current city/county infrastructure study in evaluating priority areas for municipal service extensions and connections. Contractor shall use the inventory data to make recommendations to the City-County Infrastructure Group and Planning Board and for the county growth policy update process and policy making. Contractor shall include recommendations for increased equity and long-term sustainability and identify areas where replacement or connection of aging systems should be prioritized to address pollutant contributions to ground and surface waters.

Contractor shall conduct outreach to the public and landowners as needed to assist with the inventory and identification of priority areas.

If funding allows, Contractor shall recommend a process to allocate funding assistance to private and public entities for replacement or connection to municipal facilities. If funding allows, Contractor shall develop plans for replacement or connection activities and submit signed landowner agreement(s) verifying that Contractor and DEQ staff may access the project site, at reasonable times and with prior notification, for purposes of project planning, implementation, and post-implementation monitoring.

Task 1 Funding:

OSG Funds	\$ 220,500
Non-Federal Match	\$ 55,625

Task 1 Timeline: Upon contract execution through 9/30/2027

Task 1 Deliverables: Contractor shall submit to DEQ the following deliverables:

- A complete, draft copy of the septic system inventory, along with recommended priority areas for replacement of aging systems or connection to centralized facilities. Contractor shall allow sufficient time for DEQ review and comment and Contractor's subsequent modification of the draft inventory and recommendations to address the State's comments or edits prior to finalizing.
- A final copy of the septic system inventory and recommended priority areas that addresses all edits, comments, and concerns raised by the State in its review of the draft inventory and recommendations.
- Written documentation of all project coordination efforts, included as part of the mid-year, interim, annual, and final reports described in Task 2.
- Copies of receipts and invoices for individual expenditures over \$500.

TASK 2 – PROJECT ADMINISTRATION

Task 2 Description: Contractor shall oversee and be accountable for the completion of all tasks. Contractor shall maintain regular contact with the DEQ project manager. Contractor shall prepare and submit Mid-Year, Interim, Annual, and Final Reports and Attachment B Billing Statements according to the format and schedule described below.

Report Format

- Contractor shall submit each Attachment B Billing Statement, Mid-Year Report, Interim Report, Annual Report, and Final Report using the most current reporting guidance and templates provided by the DEQ project manager.
- Contractor shall ensure each Mid-Year, Interim, Annual, and Final Report contains adequate documentation to justify accompanying reimbursement requests and match reporting, to the satisfaction of the DEQ project manager.
- Contractor shall ensure that the Final Report is a standalone document describing all contract activities and containing copies of all contract deliverables (even if the deliverables were previously submitted).

Reporting Schedule

- Mid-Year Reports: Due June 15th of each year the Contract is in effect.
- Annual Reports: Due December 15th of each year the Contract is in effect.
- Interim Reports: Due whenever reimbursement is requested outside of the normal Mid-Year, Annual and Final reporting periods while the Contract is in effect.
- Draft Final Report: Contractor shall submit a complete draft Final Report for DEQ review and comment at least 15 days prior to the contract expiration date.
- Final Report: Contractor shall submit a Final Report, addressing DEQ comments on the draft Final Report, on or before the Contract expiration date.
- Attachment B Billing Statements: Contractor shall submit an Attachment B Billing Statement with each Mid-Year, Interim, Annual, or Final Report submitted to DEQ while the Contract is in effect. To maintain cash flow, Contractor may submit interim Attachment B Billing Statements as frequently as monthly during the term of the Contract. However, each interim Attachment B Billing Statement must be accompanied by an Interim Report.
- Exception to the Reporting Schedule: The Final Report and associated Attachment B Billing Statement will replace the last required Mid-Year or Annual Report.

Task 2 Funding:

OSG Funds	\$ 10,000
Non-Federal Match	\$ 2,000

Task 2 Timeline: Upon contract execution through 12/31/2027

Task 2 Deliverables: Contractor shall submit to DEQ the following deliverables as described above under Task 2 Description: Mid-Year Reports, Interim Reports, Annual Reports, Attachment B Billing Statements, and a Final Report. Contractor shall ensure that all reports are written clearly, with appropriate grammar, punctuation, and level of detail.

Contractor shall do the following with respect to all deliverables associated with all tasks in this contract (not just Task 2):

- Adhere to report guidance and templates provided by the DEQ project manager.
- Submit all draft and final documents electronically, in Adobe PDF, Microsoft Word, or Microsoft Excel format.
- Submit all draft and final documents to the DEQ project manager using email, or if files are greater than 8.0 megabytes in size using the state of Montana file transfer service (<https://transfer.mt.gov>) or as directed by the DEQ project manager.

ATTACHMENT B - BILLING STATEMENT

PROJECT NAME:	Septic Inventory Program in Lewis and Clark County		
DEQ CONTRACT NUMBER:	225017		
CONTRACTOR:	Lewis and Clark County Public Health-Environmental Services Division		

	Task 1 - Project Planning and Implementation			Task 2 - Project Administration			Totals - Per Billing Cycle (self-calculating fields)			CONTRACTOR SIGNATURE (Contractor certifies that all reported expenses are for the actual, reasonable, and necessary expenditures allowed in the Contract.)		
	OSG Funds	Non-Fed Match	Fed Match	OSG Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match			
Starting Balance	220,500.00	55,625.00		10,000.00	2,000.00							
Billing Date (MM/DD/YYYY)												NOTES
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							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			
							0.00	0.00	0.00			

Contract Summary

	319 Funds	Non-Fed Match	Fed Match
Starting Balance	230,500.00	57,625.00	0.00
To-Date Expended	0.00	0.00	0.00
Remaining	230,500.00	57,625.00	0.00

ATTACHMENT B - BILLING STATEMENT

PROJECT NAME: Purple Cow Creek Restoration Project																																																															
DEQ CONTRACT NUMBER: 240873																																																															
CONTRACTOR: Purple Cow Creek Watershed Group (PCWG)																																																															
	Task 1 - Project Planning for Paradise Pit Mine Reclamation Project						Task 2 - Landowner Agreements For Paradise Pit, LI Ranch, and Reindeer Gulch Projects						Task 3 - Project Effectiveness Evaluation for Paradise Pit, LI Ranch, and Reindeer Gulch Projects						Task 4 - Project Implementation for Paradise Pit Mine Reclamation Project						Task 5 - Project Planning for LI Ranch Riparian Buffer Project						Task 6 - Project Implementation for LI Ranch Riparian Buffer Project						Task 7 - Project Planning for Reindeer Gulch Dam Removal Project						Task 8 - Education and Outreach						Task 9 - Contract Administration						Totals - Per Billing Cycle (self-calculating fields)						CONTRACTOR SIGNATURE (Contractor certifies that all reported expenses are for the actual, reasonable, and necessary expenditures allowed in the Contract.)		
	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match	319 Funds	Non-Fed Match	Fed Match																								
Starting Balance	15,000.00	10,000.00	25,000.00	1,000.00	500.00	200.00				3,000.00	2,000.00	0.00	78,000.00	50,000.00	40,000.00				3,000.00	500.00	0.00	15,000.00	50,000.00	0.00	30,000.00	62,000.00	0.00	5,000.00	6,000.00	100.00	1,000.00	3,000.00	0.00																														
Billing Date (MM/DD/YYYY)	(1)	(2)	(3)	(4)																																				(5)	(6)																						
8/25/2040	10,000.00	6,000.00	20,000.00	500.00	450.00	200.00				1,500.00	780.00	0.00		0.00	0.00	0.00				3,000.00	500.00	0.00		0.00	0.00	0.00	12,000.00	21,560.00	0.00	2,000.00	3,479.00	0.00	200.00	500.00	0.00	29,200.00	33,269.00	20,200.00		Sally Smith																							
12/31/2040	5,000.00	7,580.00	5,000.00	500.00	50.00	0.00				500.00	675.00	0.00	56,792.00	43,250.00	33,750.00				0.00	0.00	0.00	15,000.00	50,000.00	0.00	6,000.00	15,000.00	0.00	500.00	2,005.00	100.00	350.00	1,509.00	0.00	84,642.00	120,069.00	38,850.00		Sally Smith																									
7/20/2041	0.00	0.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00	21,208.00	6,750.00	6,250.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00	25,440.00	0.00	2,500.00	600.00	0.00	200.00	355.00	0.00	35,908.00	33,145.00	6,250.00		Bill Jones	Sally retired. Bill is the new Director and signatory.																							
12/31/2041	0.00	0.00	0.00	0.00	0.00	0.00				1,000.00	545.00	0.00	0.00	0.00	0.00				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	636.00	0.00	1,250.00	1,181.00	0.00		Bill Jones	Final payment request.																							
																																										</																					

Contract Summary

	319 Funds	Non-Fed Match	Fed Match
Starting Balance	151,000.00	184,000.00	65,300.00
To-Date Expended	151,000.00	187,664.00	65,300.00
Remaining	0.00	-3,664.00	0.00

Instructions

Each time you submit an Attachment B, completely fill out a new row in the Table. Keep all payment requests and match reporting for the same billing date in the same row. The information below describes what to put in each cell on a given row.

- (1) Enter the date you fill out and send in the Attachment B.
- (2) Enter the amount of 319 funds you are requesting for the specific Task.
- (3) Enter the amount of Non-federal Match you are reporting for a specific Task.
- (4) Enter the amount of Federal Match you are reporting for a specific Task.
- (5) Electronically sign the current payment request, certifying that the expenses include only those expenses allowed under the Contract. An electronic or digital signature must be added each time you submit an Attachment B Billing Statement. The easiest way to do this is to have your signatory sign a blank piece of paper, take a photo of the signature with your phone, store the photo as a file on your computer, and then insert the photographed signature in the appropriate signatory cell each time you submit an Attachment B Billing Statement. Alternatively, there are various commercially available, digital signature options (e.g. DocuSign, Adobe Sign, etc.).
- (6) Include any explanatory notes you feel are necessary to explain your reporting.