May 8, 2018 **Contract # 18-80**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Bullet Proof Vest Grant - Approval**

INITIATED AND PRESENTED BY: CCSO – Captain Scott Van Dyken

ACTION REQUESTED: Approval of Bullet Proof Vest Partnership Grant

BACKGROUND: The Bullet Proof Vest Partnership is a grant in which we are reimbursed for 50% of our purchased costs of bulletproof vests. We can submit any receipts we paid from April 1, 2018, to August 31, 2020, on the bulletproof vests and BVP will send us a check for 50% of the total.

RECOMMENDATION: That the Commissioners APPROVE the Bullet Proof Vest Partnership grant.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chairman, I move that the Commissioners **APPROVE Contract 18-80,** the Bullet Proof Vest Partnership grant reimbursing CCSO for 50% of costs spent on bulletproof vests from April 1, 2018, to August 31, 2020.

MOTION TO DENY: Madam Chairman, I move that the Commissioners **REJECT Contract 18-80,** the Bullet Proof Vest Partnership grant reimbursing CCSO for 50% of costs spent on bulletproof vests from April 1, 2018, to August 31, 2020.

MANAGE APPLICATION

CONTRACT
18-80-


Application Profile


Application


NIJ Approved Vests

RETURN TO COMMISSION

Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant	CASCADE COUNTY
Fiscal Year	2018
Number of Agencies Applied	1
Total Number of Officers for Application	48
Number of Officers on Approved Applications	48

APPLICATION PROFILE

Fiscal Year	2018
Vest Replacement Cycle ⓘ	5

Number of Officers		48
Number of Emergency Replacement Needs ⓘ	Number of Stolen or Damaged	0
	Number of Officer Turnover	11

VIEW/UPDATE APPLICATION

Vests for 2018 Regular Fund

Model Name	Quantity	Specification	Gender	Unit Price	Total Cost
+ BA-3A00S-SM02	18	IIIA	N	$1,019.00	$18,362.00
+ **Grand Totals**	**18**				**$18,362.00**

PROCEED TO SUBMIT APPLICATION

ADD VESTS TO APPLICATION

Contract 18-80

PASSED AND ADOPTED THIS 8th DAY OF MAY 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
James L. Larson, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

CONTRACT
18-84-

SUB GRANT APPLICATION

Montana Board of Crime Control
5 South Last Chance Gulch
P.O. Box 201408
Helena, MT 59620-1408
(406) 444-3604

RETURN TO COMMISSION

PLEASE FILL OUT THIS FORM COMPLETELY BY CLICKING AND TYPING IN THE GRAY AREAS TO AVOID DELAYS IN PROCESSING THIS APPLICATION

SECTION 1. FACE PAGE

Applicant Agency: Cascade County			
Address: 325 2nd Ave. North			
City Great Falls	State MT	Zip 59401	Phone 406-454-6810
County Cascade	Agency E-Mail schism@cascadecountymt.gov		
Federal Employer or Payee Identification Number (FEIN): 81-6001343			
Private Nonprofit (*Check one*): ☐ Yes *(If yes, attach IRS Documentation)* ☒ No			
Project Director Name: Shanna Bulik-Chism	Title Administrator		
Address 1600 26th Street South			
City Great Falls	State MT	Zip 59405	Phone 406-454-6930
County Cascade	E-Mail schism@cascadecountymt.gov		
Project Title: North Central Region Juvenile Detention			
Project Duration	**Date of Award: 07/01/18** Month/Day/Year		**Finish: 06/30/19** Month/Day/Year
If a Continuation Grant, indicate previous MBCC grant number:			
If previously funded, indicate the total number of months of federal support:			
Other Federal Support (If using other federal support on this project, it must be identified and explained:			

CHR

SECTION 2. BUDGET REQUEST

REGIONAL DETENTION TOTAL BUDGET

DETENTION SERVICE	COUNTY/PROGRAM NAME	A TOTAL BUDGET	MATCH %	B MBCC MATCH	C LOCAL MATCH
Secure Detention	Regional Center	$266,088	50%	$133,044	$133,044
Secure Detention	Blaine County	$0	50%	$0	$0
Secure Detention	Cascade County	$0	50%	$0	$0
Secure Detention	Choteau County	$0	50%	$0	$0
Secure Detention	Glacier County	$0	50%	$0	$0
Secure Detention	Hill County	$0	50%	$0	$0
Secure Detention	Lewis & Clark County	$0	50%	$0	$0
Secure Detention	Phillips County	$0	50%	$0	$0
Secure Detention	Pondera County	$0	50%	$0	$0
Secure Detention	Teton County	$0	50%	$0	$0
Secure Detention	Toole County	$0	50%	$0	$0
Subtotal		$266,088		$133,044	$133,044
			50%		
			50%		
Subtotal					
			75%		
			75%		
			75%		
Subtotal					
			75%		
			75%		
			75%		
Subtotal					
TOTAL (all subtotals)		**$266,088**		**$133,044**	**$133,044**

SERVICE PROVIDER BUDGET

(Include LOCAL and MBCC match in TOTAL BUDGET)

AGENCY: Cascade County Regional Juvenile Detention Center Budget Request FY17-18

A. SECURE DETENTION (50% MATCH MBCC)		
PERSONNEL:	Salary or Wages: (3.5 FTE Detention Officers @ $17.19/hr. x 2,080 hrs.)	$125,143.20
	Part Time Detention Officer (1 PT @$17.19/hr.) until expended	$7,900.80
	Total Personnel	$133,044.00
	Total Budget Includes Local and MBCC Funds **TOTAL BUDGET**	$133,044.00
B. SECURE DETENTION TRANSPORTATION (50% MATCH MBCC)		
PERSONNEL:	Salary or Wages:	
	Fringe Benefits:	
	Total Budget Includes Local and MBCC Funds **TOTAL BUDGET**	0
C. NON-SECURE DETENTION (75% MATCH MBCC)		
PERSONNEL:	Salary or Wages:	
	Fringe Benefits:	
CONTRACTED SERVICES:		
TRAVEL & PER DIEM:		
EQUIPMENT:		
OPERATING EXPENSE:		
	Total Budget Includes Local and MBCC Funds **TOTAL BUDGET**	0
D. ELECTRONIC MONITORING (75% MATCH MBCC)		
CONTRACTED SERVICES:		
	Total Budget Includes Local and MBCC Funds **TOTAL BUDGET**	$133,044.00

Cascade County Regional Juvenile Detention Center Budget Narrative

Sub grant Application for Montana Board of Crime Control

A. Secure Detention

Personnel

Personnel expenditures will include the following costs:

Detention Officer (3.5 FTE Officers @ $17.19/hr. x 2,080 hours).....$125,143.20
Part time Detention Officer (1 PT @ $17.19/hr.) until expended.....$7,900.80
MBCC Grant Budget Total:.....$133,044.00

Salaries reflect the rates of pay for each employee. Wages for union members are determined through Collective Bargaining with the Teamsters, while salaries for non-union employees are generally established by prevailing market rates. Detention Officers perform a variety of duties throughout the facility including: intake/booking, cell searches, pat/strip searches, meal preparation, transportation, supervision of youth, rotations, groups, recreation activities, safety/security checks, suicide watches, documentation, incident reports, etc. Officers work solely with youth in the Center, and all their time is spent either on the unit or within the confines of the facility preparing meals, laundry, etc. Attendance records are maintained by the Center and the County Payroll Department, and all union employees are required to clock in using the KRONOS computer system. The Center currently has 16 Detention Officers, 4 Shift Supervisors, 1 Mental Health Detention Officer, 1 Youth Programming Coordinator, 2 Teachers, an Accounting Technician, a Compliance Supervisor, and an Administrator. **The Center budgets $1,576,307.00 to cover employee salaries, contributions and overtime.** Included in fringe benefits are: PERS at 8.57%, Unemployment at .350%, FICA at 7.650%, Work Comp at 4.79%, and Health Insurance at $624.00/month.

B. Secure Detention Transportation

The Juvenile Detention Center will not cover Secure Detention Transportation costs under this grant.

C. Non-Secure Detention

The Juvenile Detention Center will not cover Non-Secure Detention costs under this grant.

D. Electronic Monitoring

The Juvenile Detention Center will not cover Electronic Monitoring costs under this grant.

Cascade County Budget Request

Sub grant Application for Montana Board of Crime Control

A. Secure Detention	State	Local	TOTAL
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	$0	$0	$0
B. Secure Detention Transportation			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
C. Non-Secure Detention			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
D. Electronic Monitoring			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL			
Total Youth Court Services Budget Request			
TOTAL	$0	$0	$0

Cascade County Budget Narrative

Sub grant Application for Montana Board of Crime Control

A. Secure Detention

Contracted Services

These funds traditionally were used for youth held in secure detention outside of Cascade County when arrested for crimes. **The following shows what Cascade County has spent at the Regional Facility after being reimbursed by the grant for secure detention: In 2013/2014 they spent $262,552; $673,852 in 2014/2015; $690,277 in 2015/2016; $346,791 in 2016/2017; and from 7/1/17-3/31/18 they have spent $163,659.**

B. Secure Detention Transportation

C. Non-Secure Detention

D. Electronic Monitoring

Contracted Services

Blaine County Budget Request

Sub grant Application for Montana Board of Crime Control

A. Secure Detention	State	Local	TOTAL
PERSONNEL:			
CONTRACTED SERVICES:			
Cascade County Juvenile Detention Center	$0	$0	$0
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	$0	$0	$0
B. Secure Detention Transportation			
PERSONNEL:			
CONTRACTED SERVICES:			
Cascade County Juvenile Detention Center			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
C. Non-Secure Detention			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
D. Electronic Monitoring			
PERSONNEL:			
CONTRACTED SERVICES:			
High Line Monitoring			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
Total Blaine County Budget Request			
TOTAL	$0	$0	$0

Blaine County Budget Narrative

Sub grant Application for Montana Board of Crime Control

A. Secure Detention

Contracted Services

Blaine County will use the Cascade County Juvenile Detention Center, or other licensed centers in the state, if space is not available in the Great Falls facility. Blaine County continues to maintain a close and cooperative partnership with local Law Enforcement agencies within the county and the Youth Court of the Judicial District. These agencies are the driving force that will determine who and for how long a juvenile will be detained in secure detention.

Secure Detention Monies spent by Blaine County after grant reimbursement:

2011/2012: $28,297
2012/2013: $10,868
2013/2014: $26,011
2014/2015: $59,991
2015/2016: $83,404
2016/2017: $20,189
7/1/17-3/31/18: $8,225

B. Secure Detention Transportation

Contracted Services

C. Non-Secure Detention

Personnel

D. Electronic Monitoring

Contracted Services

Glacier County Budget Request

Sub grant Application for Montana Board of Crime Control

A. Secure Detention	State	Local	TOTAL
PERSONNEL:			
CONTRACTED SERVICES:			
Cascade County Juvenile Detention Center	$0	$0	$0
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	$0	$0	$0
B. Secure Detention Transportation			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
C. Non-Secure Detention			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
D. Electronic Monitoring			
PERSONNEL:			
CONTRACTED SERVICES:			
BI Incorporated			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
Total Glacier County Budget Request			
TOTAL	$0	$0	$0

Glacier County Budget Narrative

Sub grant Application for Montana Board of Crime Control

A. Secure Detention

Contracted Services

Glacier County will use the Cascade County Juvenile Detention Center, or other licensed centers in the state, if space is not available in the Great Falls facility. Glacier County continues to maintain a close and cooperative partnership with local Law Enforcement agencies within the county and the Youth Court of the Judicial District. These agencies are the driving force that will determine who and for how long a juvenile will be detained in secure detention.

Secure Detention Monies spent by Glacier County after grant reimbursement:

2011/2012: $1,119
2012/2013: $1,275
2013/2014: $4,612
2014/2015: $5,012
2015/2016: $9,846
2016/2017: $6,086
7/1/17-3/31/18: $20,445

B. Secure Detention Transportation

Personnel

Travel and Per Diem

C. Non-Secure Detention

D. Electronic Monitoring

Contracted Services

Teton County Budget Request

Sub grant Application for Montana Board of Crime Control

A. Secure Detention	State	Local	TOTAL
PERSONNEL:			
CONTRACTED SERVICES:			
Cascade County Juvenile Detention Center	$0	$0	$0
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	$0	$0	$0
B. Secure Detention Transportation			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
C. Non-Secure Detention			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
D. Electronic Monitoring			
PERSONNEL:			
CONTRACTED SERVICES:			
BI Incorporated			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
Total Teton County Budget Request			
TOTAL	$0	$0	$0

Teton County Budget Narrative

Sub grant Application for Montana Board of Crime Control

A. Secure Detention

Contracted Services

Teton County will use the Cascade County Juvenile Detention Center, or other licensed centers in the state, if space is not available in the Great Falls facility. Teton County continues to maintain a close and cooperative partnership with local Law Enforcement agencies within the county and the Youth Court of the Judicial District. These agencies are the driving force that will determine who and for how long a juvenile will be detained in secure detention.

Secure Detention Monies spent by Teton County after grant reimbursement:

2011/2012: $1,365
2012/2013: $173
2013/2014: $279
2014/2015: $15,106
2015/2016: $5,028
2016/2017: $16,544
7/1/17-3/31/18: $17,625

B. Secure Detention Transportation

Personnel

Travel and Per Diem

C. Non-Secure Detention

D. Electronic Monitoring

Contracted Services

Toole County Budget Request

Sub grant Application for Montana Board of Crime Control

A. Secure Detention	State	Local	TOTAL
PERSONNEL:			
CONTRACTED SERVICES:			
Cascade County Juvenile Detention Center	$0	$0	$0
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	$0	$0	$0
B. Secure Detention Transportation			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
C. Non-Secure Detention			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
D. Electronic Monitoring			
PERSONNEL:			
CONTRACTED SERVICES:			
BI Incorporated			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
Total Toole County Budget Request			
TOTAL	$0	$0	$0

Toole County Budget Narrative

Sub grant Application for Montana Board of Crime Control

A. Secure Detention

Contracted Services

Toole County will use the Cascade County Juvenile Detention Center, or other licensed centers in the state, if space is not available in the Great Falls facility. Toole County continues to maintain a close and cooperative partnership with local Law Enforcement agencies within the county and the Youth Court of the Judicial District. These agencies are the driving force that will determine who and for how long a juvenile will be detained in secure detention.

Secure Detention Monies spent by Toole County after grant reimbursement:

2011/2012: $3,662
2012/2013: $2,300
2013/2014: $2,599
2014/2015: $5,902
2015/2016: $25,411
2016/2017: $5,288
7/1/17-3/31/18: $16,450

B. Secure Detention Transportation

Personnel

Travel and Per Diem

C. Non-Secure Detention—No expense claimed.

D. Electronic Monitoring

Contracted Services

Pondera County Budget Request

Sub grant Application for Montana Board of Crime Control

A. Secure Detention	State	Local	TOTAL
PERSONNEL:			
CONTRACTED SERVICES:			
Cascade County Juvenile Detention Center	$0	$0	$0
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	$0	$0	$0
B. Secure Detention Transportation			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
C. Non-Secure Detention			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
D. Electronic Monitoring			
PERSONNEL:			
CONTRACTED SERVICES:			
BI Incorporated			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
Total Pondera County Budget Request			
TOTAL	$0	$0	$0

Pondera County Budget Narrative

Sub grant Application for Montana Board of Crime Control

A. Secure Detention

Contracted Services

Pondera County will use the Cascade County Juvenile Detention Center, or other licensed centers in the state, if space is not available in the Great Falls facility. Pondera County continues to maintain a close and cooperative partnership with local Law Enforcement agencies within the county and the Youth Court of the Judicial District. These agencies are the driving force that will determine who and for how long a juvenile will be detained in secure detention.

Secure Detention Monies spent by Pondera County after grant reimbursement:

2011/2012: $403
2012/2013: $920
2013/2014: $1,459
2014/2015: $3,878
2015/2016: $4,828
2016/2017: $6,003
7/1/17-3/31/18: $37,600

B. Secure Detention Transportation

Personnel

Travel and Per Diem

C. Non-Secure Detention

D. Electronic Monitoring

Contracted Services

Lewis & Clark and Broadwater Budget Request

Sub grant Application for Montana Board of Crime Control

A. Secure Detention	State	Local	TOTAL
PERSONNEL:			
CONTRACTED SERVICES:			
Cascade County Juvenile Detention Center	$0	$0	$0
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	$0	$0	$0
B. Secure Detention Transportation			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
C. Non-Secure Detention			
PERSONNEL:			
CONTRACTED SERVICES:			
Non-secure Holdover Site			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
D. Electronic Monitoring			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
Total First Judicial District Budget Request			
TOTAL	$00	$0	$0

Lewis & Clark and Broadwater Budget Narrative

Sub grant Application for Montana Board of Crime Control

A. Secure Detention

Contracted Services

Lewis & Clark County will use the Cascade County Juvenile Detention Center, or other licensed centers in the state, if space is not available in the Great Falls facility. Lewis & Clark County continues to maintain a close and cooperative partnership with local Law Enforcement agencies within the county and the Youth Court of the First Judicial District. These agencies are the driving force that will determine who and for how long a juvenile will be detained in secure detention.

Secure Detention Monies spent by Lewis & Clark County after grant reimbursement:

2011/2012: $46,565
2012/2013: $54,358
2013/2014: $51,498
2014/2015: $65,648
2015/2016: $60,147
2016/2017: $100,662
7/1/17-3/31/18: $99,170

B. Secure Detention Transport

C. Non-Secure Detention

D. Electronic Monitoring

Contracted Services

Hill County Budget Request

Sub grant Application for Montana Board of Crime Control

A. Secure Detention	State	Local	TOTAL
PERSONNEL:			
CONTRACTED SERVICES:	$0	$0	$0
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	$0	$0	$0
B. Secure Detention Transportation			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
C. Non-Secure Detention			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
D. Electronic Monitoring			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
Total Hill County Budget Request			
TOTAL	$0	$0	$0

Hill County Budget Narrative

Sub grant Application for Montana Board of Crime Control

A. Secure Detention

Contracted Services

Hill County will use the Cascade County Juvenile Detention Center, or other licensed centers in the state, if space is not available in the Great Falls facility. Hill County continues to maintain a close and cooperative partnership with local Law Enforcement agencies within the county and the Youth Court of the First Judicial District. These agencies are the driving force that will determine who and for how long a juvenile will be detained in secure detention.

Secure Detention Monies spent by Hill County after grant reimbursement:

2011/2012: $58,256
2012/2013: $38,995
2013/2014: $34,625
2014/2015: $63,855
2015/2016: $149,421
2016/2017: $38,501
7/1/17-3/31/18: $116,081

B. Secure Detention Transportation

C. Non-Secure Detention

D. Electronic Monitoring

Contracted Services

Phillips County Budget Request

Sub grant Application for Montana Board of Crime Control

A. Secure Detention	State	Local	TOTAL
PERSONNEL:			
CONTRACTED SERVICES:	$0	$0	$0
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	$0	$0	$0
B. Secure Detention Transportation			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
C. Non-Secure Detention			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
D. Electronic Monitoring			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
Total Phillips County Budget Request			
TOTAL	$0	$0	$0

Phillips County Budget Narrative

Sub grant Application for Montana Board of Crime Control

A. Secure Detention

Contracted Services

Phillips County will use the Cascade County Juvenile Detention Center, or other licensed centers in the state, if space is not available in the Great Falls facility. Phillips County continues to maintain a close and cooperative partnership with local Law Enforcement agencies within the county and the Youth Court of the First Judicial District. These agencies are the driving force that will determine who and for how long a juvenile will be detained in secure detention.

Secure Detention Monies spent by Phillips County after grant reimbursement:

2011/2012: $8,964
2012/2013: $6,670
2013/2014: $3,220
2014/2015: $1,880
2015/2016: $13,054
2016/2017: $1,998
7/1/17-3/31/18: $1,880

B. Secure Detention Transportation

Contracted Services

C. Non-Secure Detention

Personnel

D. Electronic Monitoring

Contracted Services

CHOUTEAU COUNTY BUDGET NARRATIVE

Sub grant Application for Montana Board of Crime Control

A. Secure Detention	State	Local	TOTAL
PERSONNEL:			
CONTRACTED SERVICES:	$0	$0	$0
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	$0	$0	$0
B. Secure Detention Transportation			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
C. Non-Secure Detention			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
D. Electronic Monitoring			
PERSONNEL:			
CONTRACTED SERVICES:			
TRAVEL & PER DIEM:			
EQUIPMENT:			
OPERATING EXPENSE:			
TOTAL	0	0	0
Total Chouteau County Budget Request			
TOTAL	$0	$0	$0

CHOUTEAU County Budget Narrative

Sub grant Application for Montana Board of Crime Control

B. Secure Detention

Contracted Services

Chouteau County will use the Cascade County Juvenile Detention Center, or other licensed centers in the state, if space is not available in the Great Falls facility. Chouteau County continues to maintain a close and cooperative partnership with local Law Enforcement agencies within the county and the Youth Court of the First Judicial District. These agencies are the driving force that will determine who and for how long a juvenile will be detained in secure detention.

Secure Detention Monies spent by Chouteau County after grant reimbursement:

2011/2012: $0
2012/2013: $0
2013/2014: $345
2014/2015: $0
2015/2016: $235
2016/2017: $0
7/1/17-3/31/18: $0

C. Secure Detention Transportation

Contracted Services

D. Non-Secure Detention

Personnel

E. Electronic Monitoring

Contracted Services

Section III. Sustainability Plan:

On April 24, 2018, the North Central Regional Board met via phone conference to discuss the grant for FY 2018/2019. The Board voted unanimously to place all allocated grant funding for the Region ($133,044) into the Regional Facilities budget to provide for staffing of the facility. All counties in our region will be zeroed out for this year, which will have a significant impact on their local county budgets. The amount of needed use for juvenile detention for each county is a guessing game from year to year. One youth who commits a horrendous crime in a small county can completely wipe out a budget by the time the youth gets through the court process. For FY 2018/2019, the rates for detention ($235/day) will remain the same, however rate increases may be necessary for FY 2019/2020 to ensure the ongoing operation of the Regional Juvenile Detention Facility.

Alternate Sources of Funding and Services: The Regional Facility will provide electronic monitoring services with GPS at a cost of $15-20/day, continue to contract with the Eight Judicial District to provide urinalysis testing, and provide mental health and chemical dependency evaluations through a MOU with Youth Dynamics and the Center for Mental Health as requested. Hopefully these services will help offset the reduced grant funding coming into the region, and will provide smaller counties with alternatives to detention. The juvenile detention center will also provide transport services to counties for pick up at initial arrest, to court, and placement at a rate of $0.545 per mile, and $19.83 per hour for staffing. Providing these services will hopefully help alleviate the stress on counties to provide transport through their local sheriffs and police departments, as well as prevent the law enforcement officer from being off patrol in their county for hours at a time. The ongoing need for detention will continue, and the reduction of funding will place a financial burden on counties that have no say in the detention of youth, length of stay, or the court process.

Section 4. Regional Plan for Juvenile Detention

Sub grant Application for Montana Board of Crime Control

CASCADE COUNTY REGIONAL YOUTH SERVICES CENTER

PART I – REGIONAL DETENTION PRACTICES

A. Mission Statement:

Provide for the care, welfare, safety, and security of detention residents. We accomplish our mission by constantly striving for the highest level of quality care possible in all programs.

B. Admission Criteria:

The Cascade County Regional Juvenile Detention Center detains youth who are alleged to have committed offenses as defined by the Montana Youth Court Act. The goal is to provide for the safety of the community and for the youth who are detained. The center is licensed for 24 youth, or 30 with the overcapacity plan, age's

10-18. If we are over cap, the County Attorney and probation officers work together to decide which youth can be moved out to make space for a more dangerous offender. A youth may be held up to 24 hours (excluding weekends and holidays) prior to a probable cause hearing based on the following criteria:

Allegedly committed or attempted one of the following:

A. Criminal homicide – MCA 45-5-101;
B. Arson – MCA 45-6-103;
C. Sexual intercourse without consent – MCA 45-5-503;
D. Aggravated assault – MCA 45-5-401;
E. Aggravated kidnapping – MCA 45-5-303;
F. Possession of explosives – MCA 45-8-335;
G. Criminal sale of dangerous drugs – MCA 45-9-101;
H. Robbery – MCA 45-5-401;
I. Burglary or aggravated burglary – MCA 45-6-204; and/or
J. Felony theft – MCA 45-6-301

Other reasons to detain:

A. Escape from a juvenile detention or state correctional facility;
B. When there is good reason to believe the youth will abscond prior to a scheduled court appearance;
C. Juvenile parole violation;
D. Verified warrant as it applies to a criminal violation of the law;
E. Violation of court order; and/or other documented felony/misdemeanor offenses where extenuating circumstances apply.

Criteria for detaining a youth in Non-Secure Detention:
If it is determined that a youth has violated the conditions of their probation or has committed an offense that is not of such a serious nature that the youth requires secure detention, that youth may be placed in a less restrictive environment as determined by the court (ie: group home, treatment facility, etc.).

PART II – LOCAL DETENTION PRACTICES

Long Term Secure Detention – Located in Great Falls, Serving a 12-County Region.

Cascade County Regional Juvenile Detention Center
1600 26th Street South
Great Falls, Montana 59405
Phone: (406) 454-6930
Fax: (406) 454-6939

Administrative Authority: Cascade County Board of Commissioners
Center Administrator: Shanna Bulik-Chism, MS, CJ Cellular (406) 590-1881

Shift Supervisors and Detention Officers staff the Center 24/7. Detention Officers are

staffed at a ratio of one officer to eight youth, with a minimum of three officers each shift. Shift Supervisors provide direction and make program related decisions. The Administrator is assisted in the daily operations of the center by the Compliance Supervisor.

Needs Assessment:
Census data along with state and national trends indicate an increasing use of long-term detention care for youth. With the decrease of DOC placement dollars for less restrictive facilities, projections indicate that the Center will remain in high demand. With the closure of juvenile detention centers across the state, overcapacity for the remaining detention facilities will occur. The Center itself requires continual modifications and upgrades to provide for safety and security of detainees as well as the public. Ongoing improvements are also in order to meet licensing standards. The original scope of the Center will likely be inadequate to carry it effectively into the future.

Services:
The facility's priority is to youth who reside in the 12-county region. Services for youth from other regions are provided on a space-available basis. Electronic monitoring and home detention continue to be used in lieu of secure detention in the Center when and where appropriate; these options are supervised by Youth Court Services in cooperation with the Cascade County Regional Juvenile Detention Center. The following counties use the CCRJDC in Great Falls for their long and short term secure detention placements.

Judicial District	County
Eighth	Cascade
First	Broadwater
	Lewis & Clark
Ninth	Glacier
	Pondera
	Teton
	Toole
Seventeenth	Blaine
	Phillips
Twelfth	Chouteau
	Hill
	Liberty

The Center is also utilized by the Department of Corrections, Bureau of Indian Affairs (Blackfeet and Fort Belknap), Rocky Boy Reservation, the United States Marshals, and various outlying counties throughout the State of Montana for secure detention services.

Capacity:

The facility is licensed for eight beds in the high-security portion and sixteen beds in the

low-side detention portion for a total of 24 beds (30 with overcapacity plan). The glass room, holding cell, brown room and Suicide Assessment cell on high side will be utilized when we are in an overcapacity status. The facility accepts both female and male youth ages 10-18.

Projected Need:
Thus far in FY18 (January 1-April 25) the Cascade County Regional Juvenile Detention Center has detained 169 youth in secure detention and Intake.

FY 17—495 youth
FY 16—626 youth
FY 15—531 youth
FY 14—556 youth
FY 13—525 youth
FY 12—597 youth
FY 11—638 youth
FY 10—584 youth
FY 09—691 youth
FY 08--594 youth
FY 07--613 youth
FY 06—609 youth
FY 05--609 youth

As you can see by the 12-year average, detention at the Regional Facility has been consistent. If the trend continues in FY18, the average number of detentions will be like the previous years. The Center reports to the Montana Board of Crime Control via the JDDRS system (Juvenile Detention Data Reporting System).

Daily Cost of Service:
The daily rate is currently $235.00.

Initial Detention Decision:
The initial decision for detention is made by the arresting officer. When a youth is arrested, the officer makes the initial decision as to whether the youth can be cited and released to a responsible parent/guardian, or if the youth's offense constitutes the need for secure detention. If the decision is made that the youth needs a secure detention placement, the officer brings the youth to the facility and completes their probable cause paperwork and tickets. The Facility Shift Supervisor then determines if the youth's charges are appropriate for detention and bed approval. Once bed approval is granted the youth is booked into detention. Within 24 hours (excluding weekends and holidays), the youth's probation officer completes a Risk Assessment Inventory (RAI) prior to the youth's detention hearing. The information from the RAI is then passed on to the judge at the detention hearing for their review to determine if further detention is necessary or if the youth can be released to a parent/guardian or a less restrictive placement.

Licensing Agencies:
The Center is licensed by the Montana Department of Corrections (DOC). The Center is also required to meet the standards set forth by the Great Falls City-County Health Department (CCHD), the Great Falls Fire Department, the U.S. Marshalls, Bureau of Indian Affairs, and the Department of Labor and Industry. In 2014, the Department of Corrections conducted a full PREA (Prison Rape Elimination Act) audit on the facility, and found that we meet all standards set forth in the Federal PREA guidelines to be PREA compliant.

Detention Facility Program Components:
The Center strives to provide comprehensive programming to those juveniles requiring secure detention. In 2018, the Policy and Procedure Manual was rewritten and policies were updated to reflect American Corrections Association standards and the Administrative Rules of Montana regarding detention facilities. Policies are updated every 2 years.

Food/Nutrition
The meals, which meet USDA/OPI standards, are prepared by staff in the Center's kitchen. It has proven to be more cost effective to produce meals on-site rather than contracting the service. It is worthy to note that youth generally require twice the food content of an adult. The kitchen was remodeled and upgraded three years ago with an industrial dishwasher, new cabinets/countertops, triple sink, 2 double oven stoves, 2 overhead microwaves, a large preparation island, a hand washing sink, and new refrigeration, which meet USDA/OPI and Health Department standards. A nutritional analysis of the menu is conducted annually per the Administrative Rules of Montana. In 2017, we had an audit conducted by OPI on the food program. The Center passed with impressive results.

Laundry
The washer and dryer are in the Center's laundry room where staff wash bedding and clothing for the youth detained in the facility. The Health Department and DOC standards are met regarding proper water temperatures, detergents, and blood borne pathogens.

Transportation
Center staff transport youth to and from court appearances, placement facilities, and in medical emergencies. Video cameras are in all transport vehicles to assist with staff and youth safety/security.

Security
The high side portion of the Center consists of six cells providing space for eight youth, with the capacity to hold a total of 14 youth in an overcapacity situation. There is one holding cell wherein non-status offenders can be detained for up to six hours. The low side detention portion of the Center consists of four cells providing space for sixteen youth. The low side unit cells and dayroom were upgraded from sheetrock to cinder

block in December of 2012 to enhance the safety and security of the facility. Each youth is strip-searched by a same-sex staff member upon admission to the Center. Staff conducts visual checks on the youth at intervals of a minimum of 10 minutes or less. Each youth is periodically checked and patted down by a same-sex staff member prior to returning to their cells from other areas. Staff is directed to focus on staff-youth interactions and programs that result in dynamic security in lieu of static security approaches with detainees.

The Center operates 24-hours a day. Audio and video monitoring exists throughout the facility and on the secure detention units. In January 2013, cameras and DVR units were placed thru the facility and outside exterior to better enhance the security of the Center, and these cameras and DVR units were updated in 2016 to HD quality video. Each cell on low side has two cameras to assist with the safety/security of each youth, and to reduce the number of PREA related incidents. Each cell on high side has one camera to assist with the safety/security of each youth, and to reduce the number of PREA related incidents. In June 2015, microphones were added to each cell on low side and high side to help ensure the safety of youth, and to assist law enforcement in the investigation of any PREA incidents. Each cell door on the high and low-security sides of the Center is equipped with door slots as an added security measure. Ceiling light fixtures and fixtures attached to the walls have been secured. Bars have been placed on the outside of the windows and window wells have been reinforced on the inside to prevent window breakage. Staff members are trained in Crisis Intervention Techniques (CPI), Universal Precautions, suicide intervention and prevention, mental health first aid, trauma, cultural diversity, mechanical restraint, CPR /First Aid, and a variety of other youth detention topics to enhance their overall professional training.

Safety

All locks in the Center have been independently keyed. The Administrator maintains a key log, which is secured in the Administrator's Office, and in the main key box. All high side youth wear orange t-shirts and khaki pants. Youth in the low side detention unit wear orange t-shirts and green pants. All youth are assessed upon admission, and observed continually for suicidal behaviors. After 24 hours, suicide re-assessments are conducted by the Mental Health Detention Officer to determine whether the youth can or can't be removed from their suicide monitoring. Staff conducts cell searches and perimeter checks daily. Fire drills are conducted each month. Fire extinguishers are checked and logged at the beginning of each day. Staff has been trained in radio etiquette, which has improved response times and has enhanced communications for supervision activities, and in emergency situations.

Recreation

A large day room is located adjacent to the cells. There is indoor exercise equipment for the youth to use when they are indoors or the weather prevents outside recreation opportunities. The phone, exercise area and videos, computer, and games are available for youth upon request. A TV/DVD is in the multipurpose room. There is a large fenced outdoor area equipped with a basketball and volleyball area. The Center's goal is for youth to "Get Fit & Stay Fit" through a structured recreation program. The Youth

Programming Coordinator oversee the recreation program, and trains staff in how to implement recreational activities, which accommodate the need for physical exercise, and are treatment oriented. Youth have access to Koosh Balls, Frisbees, Nerf Balls, hacky sacks, baseball, basketball, football, soccer, dodgeball, volleyball, tether ball, etc. for recreation at the Center. Youth are on a level system "Points to Pennies" and can purchase items from the commissary cart with the money they have accumulated. Youth can also buy time to play the video game systems (WII and X-Box 360), additional hygiene items, headphones, etc. The Center has an extensive on-site reading and video library. Volunteers also provide numerous recreational opportunities including bible study, AA, art therapy, pet therapy, adventure groups, etc.

Education

The center has entered into a partnership with the Great Falls Public School (GFPS) system to provide a teacher who teaches full day school, in the multi-purpose rooms of the Center. The County also has a full-time teacher employed at the facility so that there can be a teacher on both units at the same time. The Center's teacher is partially funded by Title I funds. HiSet prep work is available, and the Cascade County Juvenile Detention Center is an approved HISET testing site. We have graduated 35 youth from the facility with their High School Diploma (HiSet) in the last few years. The youth's last known school provides the Center Teachers with homework to keep the youth up to date with what their fellow students are currently working on. The school is accredited and runs year-round. By reaching more students we are hoping to increase our graduation rates and help them to continue their education once they are released. The Center also provides Cultural Diversity education for the youth using the sweat lodge that was built in August 2014 on the Center grounds. There have been 11 sweat lodges conducted and they have been extremely successful. Volunteers from local tribal communities lead the sweat lodge activities, in unison with the Center's Youth Programming Coordinator.

Medical

The Center provides health care services through local medical providers. Shift Supervisors trained in medication distribution distribute medications to youth according to physician orders. Staff is trained in CPR/First Aid and emergency procedures by the Center's CPR/1st Aid Instructor and Safety Officer.

Volunteers

Volunteers from local churches, hair salons, community members, and civic organizations provide volunteers to the facility.

Crisis Intervention and Clinical Evaluations:

The Center has an MOU with Youth Dynamics and the Center for Mental Health to conduct chemical dependency assessments and/or mental health evaluations on youth as requested. Individual and group counseling is also available through these agencies. The Mental Health Detention Officer holds a minimum of 3 psychoeducational groups

per week for youth on each unit. A variety of subjects are discussed, including but not limited to: self-esteem, anger management, eating disorders, substance use, cutting behaviors, anxiety and depression, grief and loss, and impulse control. If a youth needs a clinical evaluation, probation is contacted to set up the evaluation/payment with the outside agency. Clinical psychological/psychiatric evaluations can be conducted on site or the Center will provide transportation for the youth. All staff are trained in Crisis Intervention, and a Non-Violent Crisis Intervention trainer is on site 40 hours/week. Staff are also trained in recognition of the signs and symptoms of withdrawn, trauma, mental illness, developmental disabilities and suicidal ideation. Training is conducted annually with staff on all these subject areas.

Training

All staff members are trained with skills in and/or knowledge of Center Policies and Procedures, Standard Operating Procedures, CPR/First Aid, CPI, universal precautions, fire safety, documentation, group skills, cultural diversity, fire safety, PREA, medication distribution and documentation, the Montana Youth Court Act, the Administrative Rules of Montana, suicide prevention and intervention, juvenile mental health first aid, LGBTQI youth, adolescent behavior management, youth trauma, mechanical restraint, and emergency procedures as well as other youth-related issues. Each staff member is required to complete the Montana Law Enforcement Academy (Correction Detention Officer Basic) training within one year of their hire date. Each staff member then receives a minimum of 20 hours of supplemental training annually, with the Administrator receiving a minimum of 40 hours per year.

OTHER PERTINENT INFORMATION

PART III – REGIONAL DETENTION ADMINISTRATION

The Regional Administration Authority for the North Central Regional Juvenile Detention Services Center is the Board of Directors. The Board consists of one member of each of the Boards of County Commissioners in the 12-county region.

Article V of the Interlocal Agreement designates Cascade County as the responsible entity to administer the Center. The Center's Administrator updates the Cascade County Board of Commissioners quarterly and provides them with other pertinent information relating to the Center as necessary. The Cascade County Commissioners are responsible for assurances that all licensing criteria will be met, as well as for providing liability and building insurance. In addition to the regional Board of Directors, local professionals sit on a 10-member Citizen Advisory Board, which advocates and provides needed community support for the Center.

Members of the Regional Board:

Frank DePriest—Blaine County Commissioner
Jim Larson-Cascade County Commissioner
Daren Schuster—Choteau County Commissioner

Michael DesRosier—Glacier County Commissioner
Mark Peterson—Hill County
Andy Hunthousen—Lewis and Clark County Commissioner
Bruce Christofferson—Phillips County Commissioner
Tom Kuka—Pondera County Commissioner
Deb Brandon—Toole County Commissioner
Larry Hendrickson--Liberty County Commissioner
Laura Obert--Broadwater County Commissioner
Jim Hodgskiss--Teton County Commissioner

Probation Officers:
Tina Mord—Chief Probation Officer/Blaine & Phillips Counties
Tim Callahan—Chief Probation Officer/Cascade County
Tasha Stiner—Chief Probation Officer/Pondera, Glacier, Teton, & Toole Counties
Sharon Tregidga—Chief Probation Officer/Broadwater & Lewis and Clark Counties
Kevin Buerkle—Chief Probation Officer/ Hill, Choteau, & Liberty Counties

Jim Larson, Cascade County Commissioner, is the Regional Board Chairperson. Mr. Larson can be reached at Courthouse Annex 325 2nd Ave. N. Room 111 Great Falls, MT 59401 or by calling (406) 454-6810. Andy Hunthousen, Lewis & Clark Commissioner is the Vice Chair, and can be reached at 222 Broadway Helena, MT. 59601 or by calling (406) 447-8304.

SECTION 5. SPECIAL ASSURANCES AND CONDITIONS

Sub Grant Application for Montana Board of Crime Control

Assurances of Compliance with Civil Rights Act of 1964: Applicant will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C.§ 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. §2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations- Equal Treatment for Faith-Based Organizations).

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, then recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the MBCC. In accordance with federal civil rights laws, the applicant shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws Applicants are required to take reasonable steps to ensure meaningful access to their services to persons who, as a result of their national origin, are LEP. To help applicants understand and meet this obligation, the DOJ published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", which can be found at 67 Fed. Reg. 41455 (June 18, 2002) or at www.lep.gov (LEP Guidance).

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds.

The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

Audit Requirement: Acceptance of this grant award requires the sub grantee organization or governmental entity to include this sub grant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule).

Applicants Agreement: It is understood and agreed by the applicant: that any grant received as a result of this application shall be subject to the Grant Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1) Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations. Accepting other than the lowest bid requires prior approval of the Board of Crime Control;
2) The grant may be terminated in whole, or in part, by the Board of Crime Control at any time;
3) Appropriate grant records and accounts will be maintained and made available to the Montana Board of Crime Control, Office of the Legislative Auditor, or the Legislative Fiscal Analyst upon request;
4) The grantee shall assume the costs of improvements funded after a reasonable period of federal assistance;
5) If any agency other than the applicant is to contribute matching funds, that agency must document their contribution;
6) Any funds awarded under one sub grant cannot be used in another;
7) Expenditures for items not listed on the original budget are subject to refund and/or penalty. Variances from the approved sub grant will require an amendment approved in advance by the Board of Crime Control;
8) All applicants are subject to federal, state, and local laws and regulations;

9) The sub grantee shall not obligate any funds until sub grant is formally awarded by the Board of Crime Control; and
10) Draw down of funds is contingent upon submission of quarterly financial reports and quarterly progress reports.
11) When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
12) Rules 23.14.101 et seq. of the Administrative Rules of Montana.
13) The sub grantee agrees to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact requirements in the use of these grant funds either directly or indirectly by sub-contractors.
14) All adult, juvenile and collocated facilities securely detaining youth must enter the detention intake, detention hearing date and time, and releases into the new Juvenile Detention Data and Reporting System (JDDRS) within 24 hours of the event. Facilities transferring youth to a new secure facility must enter the transfer into JDDRS in sufficient time to ensure that the receiving facility can import the youth's record into their facility in JDDRS by the time that the youth arrives. Facilities that don't have access to the web based database should contact MBCC's IT Manager at phone: 406-444-3604 or email: MBCC@mt.gov to arrange for the appropriate user names and passwords for JDDRS.

SECTION 6. SIGNATURE PAGE

The officials who certify this document to include Section 5: Special Assurances and Conditions, agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable. (Please refer to the Application Guidelines regarding signatures.)

A change in any of these positions requires submission of a new signature page with ALL signers.

Original Signatures are Required

A. Official Budget Representative (City/County Commissioner, Mayor, Department Head, or President of Board of Directors)

Name	Title
Address	City/State/Zip
E-mail	Telephone
Date	Signature

B. Project Director

Name Shanna Bulik-Chism	Title Administrator
Address 1600 26th St. S.	City/State/Zip Great Falls MT 59405
E-mail schism@cascadecountymt.gov	Telephone (406) 454-6930
Date 4/25/18	Signature

C. Financial Officer

Name	Title
Address	City/State/Zip
E-mail	Telephone
Date	Signature

Contract 18-84

PASSED AND ADOPTED THIS 8th DAY OF MAY 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
James L. Larson, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

April 27, 2018 **Contract # 18-85**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Noxious Weed Trust Fund Project Grant Agreement Stockett Grant Year 4 MDA Number 2018-056**
INITIATED AND PRESENTED BY:	**Joshua Blystone, Weed & Mosquito Division**
ACTION REQUESTED:	**Approval of Contract**

BACKGROUND:
The purpose of this agreement is to provide $4,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 296 acres of private land within the Eden Grant area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Madam Chair, I move that the Commission approve Contract 18-85 agreement to accept $4,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 296 acres of private land within the Stockett Grant area.

MOTION TO DISAPPROVE:
Madam Chair, I move that the Commission disapprove Contract 18-85 agreement to accept $4,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 296 acres of private land within the Stockett Grant area.

CONTRACT

18-85-

RETURN TO COMMISSION

NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
STOCKETT GRANT YEAR 4
MDA NUMBER 2018-056

1. PARTIES: Montana Department of Agriculture, the "Department", and Cascade County Weed District, "Project Funding Recipient".

The parties to this agreement agree as follows:

2. TERM: The term shall be from the date specified in this agreement to October 31, 2019 unless terminated pursuant to Section 20 entitled "Termination".

3. PURPOSE: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2018.

4. SCOPE OF WORK: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

The Project Funding Recipient will:

- control 296 acres of noxious weeds as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- obtain adequate control of leafy spurge, spotted knapweed, Dalmatian toadflax, Canada thistle, whitetop, field bindweed and houndstongue,
- prevent establishment of new invasive plants,
- work with the county weed district to find affordable contractors,
- educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map infestations and upload or enter mapping data into EDDMapS West (http://www.eddmaps.org),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

5. SUPPORTING DOCUMENTS:
Appendix A: Stockett Grant Year 4 Grant Proposal
Appendix B: Revised WebGrants components in initial grant version

6. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: The Project Funding Recipient has the primary responsibility for directing, supervising and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

7. LEGAL REQUIREMENTS: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations and standards.

8. ACCESS FOR MONITORING AND REVIEW: The Project Funding Recipient shall grant the Department and its agents access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.

9. COMPENSATION: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of $4,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal $4,000.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than $100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures. The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. FINANCIAL REQUIREMENTS: The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project

Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

11. REPORTING, RECORD KEEPING AND AUDITS:

FINANCIAL

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

OPERATIONAL

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2018-056."

12. INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project

Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. LEGAL RELATIONSHIP BETWEEN THE PARTIES: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. LIAISON: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joshua Blystone, Cascade County Weed District, 279 Vaughn S Frontage Road, Great Falls, MT 59404, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

15. NON-DISCRIMINATION: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

16. ASSIGNMENTS: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.

17. MODIFICATIONS: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified or otherwise altered without written agreement of both parties.

18. INDEMNITY AND LIABILITY: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and

settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. SEVERABILITY: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

20. TERMINATION:

1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.

2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.

21. FAILURE TO COMPLY: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.

22. MONTANA'S LAW AND VENUE: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

23. OTHER PROVISIONS: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.

24. DATE AND SIGNATURE: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2018 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project Funding Recipients

BY:	_____	_____	_____
	Signature - Contact Person	Printed Name	Date
BY:	_____	_____	_____
	Signature - County Commissioner or Tribal Representative	Printed Name	Date
BY:	_____	_____	_____
	Signature – Weed Board Chair or Other Authorized Representative	Printed Name	Date

Project Funding Recipient Tax Identification Number _____

Mailing Address _____

Montana Department of Agriculture

BY: _____ 4/24/18
Mark Nechodom, Administrator Date

354W OPER / $4,000

Contract 18-85

PASSED AND ADOPTED THIS 8th DAY OF MAY 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
James L. Larson, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

May 8, 2018 **Contract # 18-86**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Noxious Weed Trust Fund Project Grant Agreement Belt Weed Management Area MDA Number 2018-054**
INITIATED AND PRESENTED BY:	**Joshua Blystone, Weed & Mosquito Division**
ACTION REQUESTED:	**Approval of Contract**

BACKGROUND:
The purpose of this agreement is to provide $10,500 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 531 acres of private land within the Belt Weed Management area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Madam Chair, I move that the Commission approve Contract 18-86 agreement to accept $10,500 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 531 acres of private land within the Belt Weed Management area.

MOTION TO DISAPPROVE:
Madam Chair, I move that the Commission disapprove Contract 18-86 agreement to accept $10,500 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 531 acres of private land within the Belt Weed Management area.

CONTRACT
18-86-
RETURN TO COMMISSION

NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
BELT WEED MANAGEMENT AREA
MDA NUMBER 2018-054

1. PARTIES: Montana Department of Agriculture, the "Department", and Cascade County Weed District. "Project Funding Recipient".

The parties to this agreement agree as follows:

2. TERM: The term shall be from the date specified in this agreement to October 31, 2019 unless terminated pursuant to Section 20 entitled "Termination".

3. PURPOSE: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2018.

4. SCOPE OF WORK: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated.

The Project Funding Recipient will:

- control 531 acres of noxious weeds as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- obtain adequate control of Canada thistle, houndstongue, leafy spurge, spotted knapweed, whitetop, hoary alyssum, Dalmatian toadflax, and field bindweed,
- prevent establishment of new invasive plants,
- work with the county weed district to find affordable contractors,
- educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map infestations and upload or enter mapping data into EDDMapS West (http://www.eddmaps.org),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

5. SUPPORTING DOCUMENTS:
Appendix A: Belt Weed Management Area Grant Proposal
Appendix B: Revised WebGrants components in initial grant version

6. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: The Project Funding Recipient has the primary responsibility for directing, supervising and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

7. LEGAL REQUIREMENTS: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations and standards.

8. ACCESS FOR MONITORING AND REVIEW: The Project Funding Recipient shall grant the Department and its agents access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.

9. COMPENSATION: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of $10,500. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal $10,500.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than $100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures. The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. FINANCIAL REQUIREMENTS: The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project

Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

11 REPORTING, RECORD KEEPING AND AUDITS:

FINANCIAL

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

OPERATIONAL

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2018-054."

12. INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project

Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. LEGAL RELATIONSHIP BETWEEN THE PARTIES: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. LIAISON: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joshua Blystone, Cascade County Weed District, 279 Vaughn S Frontage Road, Great Falls, MT 59404, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

15. NON-DISCRIMINATION: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

16. ASSIGNMENTS: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.

17. MODIFICATIONS: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified or otherwise altered without written agreement of both parties.

18. INDEMNITY AND LIABILITY: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and

settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. SEVERABILITY: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

20. TERMINATION:

1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.

2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.

21. FAILURE TO COMPLY: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.

22. MONTANA'S LAW AND VENUE: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

23. OTHER PROVISIONS: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.

24. DATE AND SIGNATURE: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2018 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project Funding Recipients

BY:	_____	_____	_____
	Signature - Contact Person	Printed Name	Date
BY:	_____	_____	_____
	Signature - County Commissioner or Tribal Representative	Printed Name	Date
BY:	_____	_____	_____
	Signature – Weed Board Chair or Other Authorized Representative	Printed Name	Date

Project Funding Recipient Tax Identification Number _____

Mailing Address _____

Montana Department of Agriculture

BY: _____ 4/24/18
Mark Nechodom, Administrator Date

354W-OPER / $10,500

Contract 18-86

PASSED AND ADOPTED THIS 8th DAY OF MAY 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
James L. Larson, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

May 8, 2018 **Contract # 18-87**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Noxious Weed Trust Fund Project Grant Agreement Lower Hound Creek Weed Management Area MDA Number 2018-057**
INITIATED AND PRESENTED BY:	**Joshua Blystone, Weed & Mosquito Division**
ACTION REQUESTED:	**Approval of Contract**

BACKGROUND:
The purpose of this agreement is to provide $6,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 370 acres of private land within the Lower Hound Creek Weed Management area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Madam Chair, I move that the Commission approve Contract 18-87 agreement to accept $6,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 370 acres of private land within the Lower Hound Creek Weed Management area.

MOTION TO DISAPPROVE:
Madam Chair, I move that the Commission disapprove Contract 18-87 agreement to accept $38,329 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,118 acres of private land within the Hound Creek Weed Management area.

CONTRACT
18-87-

NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
LOWER HOUND CREEK WEED MANAGEMENT AREA
MDA NUMBER 2018-057

RETURN TO COMMISSION

1. PARTIES: Montana Department of Agriculture, the "Department", and Cascade County Weed District, "Project Funding Recipient".

The parties to this agreement agree as follows:

2. TERM: The term shall be from the date specified in this agreement to October 31, 2019 unless terminated pursuant to Section 20 entitled "Termination".

3. PURPOSE: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2018.

4. SCOPE OF WORK: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

The Project Funding Recipient will:

- control 370 acres of noxious weeds as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- obtain adequate control of whitetop, field bindweed, Russian, diffuse and spotted knapweed, Dalmatian toadflax, leafy spurge, houndstongue, sulfur cinquefoil, and Canada thistle,
- prevent establishment of new invasive plants,
- work with the county weed district to find affordable contractors,
- educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map infestations and upload or enter mapping data into EDDMapS West (http://www.eddmaps.org),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

5. SUPPORTING DOCUMENTS:
Appendix A: Lower Hound Creek Weed Management Area Grant Proposal
Appendix B: Revised WebGrants components in initial grant version

6. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: The Project Funding Recipient has the primary responsibility for directing, supervising and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

7. LEGAL REQUIREMENTS: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations and standards.

8. ACCESS FOR MONITORING AND REVIEW: The Project Funding Recipient shall grant the Department and its agents access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.

9. COMPENSATION: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of $6,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal $6,000.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than $100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures. The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. FINANCIAL REQUIREMENTS: The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project

Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

11. REPORTING, RECORD KEEPING AND AUDITS:

FINANCIAL

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

OPERATIONAL

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2018-057."

12. INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project

Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. LEGAL RELATIONSHIP BETWEEN THE PARTIES: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. LIAISON: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joshua Blystone, Cascade County Weed District, 279 Vaughn S Frontage Road, Great Falls, MT 59404, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

15. NON-DISCRIMINATION: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

16. ASSIGNMENTS: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.

17. MODIFICATIONS: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified or otherwise altered without written agreement of both parties.

18. INDEMNITY AND LIABILITY: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and

settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees. agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. SEVERABILITY: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

20. TERMINATION:

1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.

2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.

21. FAILURE TO COMPLY: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.

22. MONTANA'S LAW AND VENUE: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

23. OTHER PROVISIONS: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.

24. DATE AND SIGNATURE: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2018 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project Funding Recipients

BY: _____ _____ _____
Signature - Contact Person | Printed Name | Date

BY: _____ _____ _____
Signature - County Commissioner or Tribal Representative | Printed Name | Date

BY: _____ _____ _____
Signature – Weed Board Chair or Other Authorized Representative | Printed Name | Date

Project Funding Recipient Tax Identification Number _____

Mailing Address _____

Montana Department of Agriculture

BY: _____ 4/24/18
Mark Nechodom, Administrator | Date

354W-OPER / $6,000

Contract 18-87

PASSED AND ADOPTED THIS 8th DAY OF MAY 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
James L. Larson, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

May 8, 2018 **Contract # 18-88**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Noxious Weed Trust Fund Project Grant Agreement Hound Creek Weed Management Area MDA Number 2018-030G**
INITIATED AND PRESENTED BY:	**Joshua Blystone, Weed & Mosquito Division**
ACTION REQUESTED:	**Approval of Contract**

BACKGROUND:
The purpose of this agreement is to provide $38,329 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,118 acres of private land within the Hound Creek Weed Management area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Madam Chair, I move that the Commission approve Contract 18-88 agreement to accept $38,329 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,118 acres of private land within the Hound Creek Weed Management area.

MOTION TO DISAPPROVE:
Madam Chair, I move that the Commission disapprove Contract 18-88 agreement to accept $38,329 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,118 acres of private land within the Hound Creek Weed Management area.

CONTRACT
18-88-

RETURN TO COMMISSION

NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
HOUND CREEK WEED MANAGEMENT AREA
MDA NUMBER 2018-030G

1. PARTIES: Montana Department of Agriculture, the "Department", and Cascade County Weed District, "Project Funding Recipient".

The parties to this agreement agree as follows:

2. TERM: The term shall be from the date specified in this agreement to October 31, 2019 unless terminated pursuant to Section 20 entitled "Termination".

3. PURPOSE: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2018.

4. SCOPE OF WORK: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

The Project Funding Recipient will:

- control 1,118 acres of noxious weeds as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- obtain adequate control of whitetop, Dalmatian and yellow toadflax, leafy spurge, diffuse and spotted knapweed, houndstongue, and Canada thistle,
- prevent establishment of new invasive plants,
- work with the county weed district to find affordable contractors,
- educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map infestations and upload or enter mapping data into EDDMapS West (http://www.eddmaps.org),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final

reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

5. SUPPORTING DOCUMENTS:
Appendix A: Hound Creek Weed Management Area Grant Proposal

6. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: The Project Funding Recipient has the primary responsibility for directing, supervising and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

7. LEGAL REQUIREMENTS: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations and standards.

8. ACCESS FOR MONITORING AND REVIEW: The Project Funding Recipient shall grant the Department and its agents access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.

9. COMPENSATION: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of $38,329. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal $38,329.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than $100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures. The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. FINANCIAL REQUIREMENTS: The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

11 REPORTING, RECORD KEEPING AND AUDITS:

FINANCIAL

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

OPERATIONAL

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2018-030G."

12. INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project

Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. LEGAL RELATIONSHIP BETWEEN THE PARTIES: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. LIAISON: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joshua Blystone, Cascade County Weed District, 279 Vaughn S Frontage Road, Great Falls, MT 59404, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

15. NON-DISCRIMINATION: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

16. ASSIGNMENTS: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.

17. MODIFICATIONS: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified or otherwise altered without written agreement of both parties.

18. INDEMNITY AND LIABILITY: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments,

and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. SEVERABILITY: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

20. TERMINATION:

1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.

2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.

21. FAILURE TO COMPLY: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.

22. MONTANA'S LAW AND VENUE: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

23. OTHER PROVISIONS: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.

24. DATE AND SIGNATURE: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2018 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project Funding Recipients

BY:	_____	_____	_____
	Signature - Contact Person	Printed Name	Date
BY:	_____	_____	_____
	Signature - County Commissioner or Tribal Representative	Printed Name	Date
BY:	_____	_____	_____
	Signature – Weed Board Chair or Other Authorized Representative	Printed Name	Date

Project Funding Recipient Tax Identification Number _____

Mailing Address _____

Montana Department of Agriculture

BY: _____ 4/16/18

Mark Nechodom, Administrator Date

354W-GNRL / $38,329

Contract 18-88

PASSED AND ADOPTED THIS 8th DAY OF MAY 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
James L. Larson, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

May 8, 2018 **Contract # 18-89**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:	**Noxious Weed Trust Fund Project Grant Agreement Eden Grant Year 3 MDA Number 2018-055**
INITIATED AND PRESENTED BY:	**Joshua Blystone, Weed & Mosquito Division**
ACTION REQUESTED:	**Approval of Contract**

BACKGROUND:
The purpose of this agreement is to provide $5,500 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 291 acres of private land within the Eden Grant area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Madam Chair, I move that the Commission approve Contract 18-89 agreement to accept $5,500 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 291 acres of private land within the Eden Grant area.

MOTION TO DISAPPROVE:
Madam Chair, I move that the Commission disapprove Contract 18-89 agreement to accept $5,500 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 291 acres of private land within the Eden Grant area.

CONTRACT

18-89-

RETURN TO COMMISSION

NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
EDEN GRANT YEAR 3
MDA NUMBER 2018-055

1. PARTIES: Montana Department of Agriculture, the "Department", and Cascade County Weed District, "Project Funding Recipient".

The parties to this agreement agree as follows:

2. TERM: The term shall be from the date specified in this agreement to October 31, 2019 unless terminated pursuant to Section 20 entitled "Termination".

3. PURPOSE: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2018.

4 SCOPE OF WORK: Work to be performed by the Project Funding Recipient under this agreement, including all specific aspects of the project, description of the final product, and revenue and expense projections for the project are described below or described in appropriate appendices as indicated:

The Project Funding Recipient will:

- control 291 acres of noxious weeds as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- obtain adequate control of whitetop, Dalmatian toadflax, leafy spurge, houndstongue, spotted knapweed, and Canada thistle,
- prevent establishment of new invasive plants,
- work with the county weed district to find affordable contractors,
- educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,
- map infestations and upload or enter mapping data into EDDMapS West (http://www.eddmaps.org),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

Project Funding Recipient agrees to perform all tasks identified in this agreement or attached as appendices. The provisions stated in this agreement expressly supersede any conflicting or additional provisions stated in the Project Funding Recipient's grant proposal.

Any publications, brochures, maps or any materials produced as a result of this grant shall be considered public property and a copy must be submitted to the Department as part of the final reporting requirements of this grant. It is also agreed that the Project Funding Recipient may, if necessary, charge a reasonable fee for the reproduction and distribution of these materials to the general public.

5. SUPPORTING DOCUMENTS:
Appendix A: Eden Grant Year 3 Grant Proposal
Appendix B: Revised WebGrants components in initial grant version

6. PROJECT FUNDING RECIPIENT RESPONSIBILITIES: The Project Funding Recipient has the primary responsibility for directing, supervising and coordinating the performance of all project activities carried out under the terms of this agreement. The Project Funding Recipient has not been hired by the Department to perform any work for or on behalf of the State of Montana.

The Project Funding Recipient may delegate the pesticide application responsibility in whole or in part, but it must be in writing, and the Project Funding Recipient will remain responsible for all work performed under such delegation. Any delegation of pesticide application responsibility by a public agency under this paragraph, shall comply with all applicable contracting requirements including competitive bidding and conflict of interest statutes and rules. All non-public recipients of grants shall also comply, in spirit and intent, with those statutes and rules applicable to public agencies.

The Project Funding Recipient has the duty and right to control, supervise and monitor the specific methods or specific operative details of the day-to-day performance of the weed management activities. The Project Funding Recipient will follow Montana's Prevailing Wage Law.

7. LEGAL REQUIREMENTS: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations and standards.

8. ACCESS FOR MONITORING AND REVIEW: The Project Funding Recipient shall grant the Department and its agents access at any reasonable time to the project activities and all financial and operational records pertaining to it to carry out the monitoring and review to determine compliance with this agreement.

9. COMPENSATION: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of $5,500. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal $5,500.

A project is eligible to receive funds only if the county in which the project occurs has appropriated money for a noxious weed fund from any source in an amount not less than $100,000 or an amount equivalent to 1.6 mills levied upon the taxable value of all property.

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures. The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

10. FINANCIAL REQUIREMENTS: The Project Funding Recipient shall use generally accepted accounting principles in managing the financial records of this grant agreement. The Project

Funding Recipient may deviate expenditures by 10 percent provided that total expenditures do not exceed the amount stated in Section 9.

11. REPORTING, RECORD KEEPING AND AUDITS:

FINANCIAL

The Project Funding Recipient will cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the project. The Project Funding Recipient shall retain all invoices, bills or other acceptable documentation of grant expenditures for eight years after the project is completed and the Department has closed the grant agreement. The Department may grant the Project Funding Recipient permission to destroy these records prior to the eight-year termination.

The Project Funding Recipient agrees that the Department or the Legislative Audit Division or Legislative Fiscal Division may, at any reasonable time, audit all records, reports and other documents, which the Project Funding Recipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the Department may require, with reasonable cause and notice, the Project Funding Recipient to submit to an audit by a Certified Public Accountant or other person acceptable to the Department, paid for by the Project Funding Recipient.

The Project Funding Recipient shall submit a claim setting forth the project budgets, disbursements and balances for the Department funds, matching funding and any administrative costs. Indirect costs will not be paid. This information shall be submitted each time a claim for payment is made. The Project Funding Recipient shall immediately notify the Department if the matching funding specified in the agreement is reduced, eliminated or lost. Such loss of funding may result in modifications or termination of this agreement.

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

OPERATIONAL

The Project Funding Recipient shall provide operational status reports using the Montana Noxious Weed Trust Fund WebGrants system, setting forth activities completed, significant problems and a projection of the next period's activities. This report shall be submitted by November 30 of each contract year.

A final claim and status report shall be submitted to the Department by the Project Funding Recipient no later than 30 days after the term of the contract termination date. This report will summarize all grant activities and expenditures.

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2018-055."

12. INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project

Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

The Department and the public shall have a royalty free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this agreement.

13. LEGAL RELATIONSHIP BETWEEN THE PARTIES: In performing weed management activities the Project Funding Recipient is not an agent, employee, or independent contractor of the state.

The agents, employees, cooperators and independent contractors, associated with or hired by the Project Funding Recipient to perform or assist in performing weed management activities are not agents, employees, cooperators or independent contractors of the Department.

This grant agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between the Project Funding Recipient, its agents, employees, cooperators and independent contractors and the state, for the performance of weed management activities.

14. LIAISON: The liaison representatives for the respective parties, to whom communication concerning this agreement shall be directed, are: Grants Coordinator, Montana Department of Agriculture, PO Box 200201, Helena, MT 59620-0201, representing the Department, and Joshua Blystone, Cascade County Weed District, 279 Vaughn S Frontage Road, Great Falls, MT 59404, representing the Project Funding Recipient.

A change in the liaison representative for the Project Funding Recipient requires written notice to the Department within 15 days of the effective date of the change.

15. NON-DISCRIMINATION: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

16. ASSIGNMENTS: The parties mutually agree that there will be no assignment, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.

17. MODIFICATIONS: No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communications that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This grant contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be enlarged, modified or otherwise altered without written agreement of both parties.

18. INDEMNITY AND LIABILITY: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and

settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

The duty of the Project Funding Recipient to defend is not contingent upon an admission or jury determination that the Project Funding Recipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Project Funding Recipient shall pay the reasonable cost and attorney fees incurred by the State in establishing its right to defense or indemnification provided herein.

19. SEVERABILITY: It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

20. TERMINATION:

1. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.

2. Except as provided in the sections entitled "Reporting, Record Keeping and Audits" and "Failure to Comply", in the event of termination, the Project Funding Recipient shall be paid for the work performed and expenses incurred pursuant to this agreement through the date of termination, and all results of the project to the date of termination including, but not limited to, the original copies of all forms, notes, maps, specimens, photographs, and data prepared by the Project Funding Recipient prior to termination shall become the property of the Department and shall be delivered to the Department.

21. FAILURE TO COMPLY: If the Project Funding Recipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the Department, the Department may terminate this agreement pursuant to the section entitled "Termination", Subsection 1, of the grant described herein, and the Project Funding Recipient, at the option of the Department, shall return to the Department all grant funds previously awarded to the Project Funding Recipient. In addition, the Department may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the Department may waive compliance with specific terms of this agreement in the interests of completing the project funded hereunder.

22. MONTANA'S LAW AND VENUE: The parties agree that any action or judicial proceeding for the enforcement of this agreement shall be instituted only in the courts of the state of Montana, and it is mutually agreed that this agreement shall be governed by the laws of the state of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana.

23. OTHER PROVISIONS: Should this grant agreement contemplate a renewal of the grant at the expiration of the term, no promise express or implied is made that the agreement will in fact be renewed. Such renewal shall depend on whether renewed funding is appropriated, and Department approval is granted to the Project Funding Recipient.

24. DATE AND SIGNATURE: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2018 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

I (We) declare that I (We) are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining a grant from the Department of Agriculture to be administered according to the terms and conditions of this agreement and other associated documents.

Project Funding Recipients

BY:	_____	_____	_____
	Signature - Contact Person	Printed Name	Date
BY:	_____	_____	_____
	Signature - County Commissioner or Tribal Representative	Printed Name	Date
BY:	_____	_____	_____
	Signature – Weed Board Chair or Other Authorized Representative	Printed Name	Date

Project Funding Recipient Tax Identification Number _____

Mailing Address _____

Montana Department of Agriculture

BY: _____ 4/24/18

Mark Nechodom, Administrator — Date

354W-OPER / $5,500

Contract 18-89

PASSED AND ADOPTED THIS 8th DAY OF MAY 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
James L. Larson, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
CITY-COUNTY HEALTH DEPARTMENT GRANT PROGRAMS

RETURN TO COMMISSION

RESOLUTION 18-45

WHEREAS, Cascade County experienced an increase in Health Insurance premiums of $32 per month per individual employee for Fiscal Year 2018, which had an impact on all programs throughout Cascade County; and

WHEREAS, the County Commission desired to minimize the fiscal impact on Non-governmental funds by providing funding assistance from the Self Insurance Fund reserves totaling $28,996; and

WHEREAS, the City-County Health Department grant program budgets included a portion of this assistance totaling $6,628 allocated throughout 10 different grant funds as part of the final budget adopted on September 5, 2017 (Resolution 17-80, R0344538); and

WHEREAS, it was later determined that the various CCHD grant programs could not accept the Health Insurance premium assistance; and

WHEREAS, a budget amendment is necessary to decrease the transfers out of the Self Insurance fund offset by a decrease in the transfers in of the 10 corresponding CCHD grant funds; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 8th Day of May, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
JANE WEBER, CHAIRMAN

_____
JOE BRIGGS, COMMISSIONER

_____
JAMES L. LARSON, COMMISSIONER

ATTEST:

_____
CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION (AMENDMENT)

Date: 4/23/2018

Attachment A

To: Cascade County Board of Commissioners

Program Name: CCHD Grants

CFDA #

Contract #

Responsible Department: **Commission**

Prepared by: Mary K. Embleton

Please approve the following budget changes:

	Fund	Dept	Function	Account	Budgeted Amount	Increase (Decrease)	Amended Budget
Expenses							
Acct #	6050	406	L1000	800.820	28,996	(6,628)	22,368
Acct #					0	0	0
Acct #					0	0	0
					28,996	(6,628)	22,368
Revenues							
Acct #	2855	544		38.3000	192	(192)	0
Acct #	2960	442		38.3000	39	(39)	0
Acct #	2960	524		38.3000	135	(135)	0
Acct #	2963	481		38.3000	672	(672)	0
Acct #	2966	471		38.3000	653	(653)	0
Acct #	2969	379		38.3000	58	(58)	0
Acct #	2971	278		38.3000	1,152	(1,152)	0
Acct #	2971	281		38.3000	384	(384)	0
Acct #	2973	299		38.3000	2,708	(2,708)	0
Acct #	2975	294		38.3000	223	(192)	31
Acct #	2977	307		38.3000	116	(116)	0
Acct #	2979	338		38.3000	106	(106)	0
Acct #	2979	402		38.3000	96	(96)	0
Acct #					0	0	0
Acct #					0	0	0
					6,534	(6,503)	31

Explanation of budget changes:

Decrease budgeted authority for support to CCHD Grant programs for the $32/mo increase in health insurance premium assistance coming from the Self Insurance Fund. Grant programs cannot accept the assistance, so the overall budget is decreased for the transfers In and Out to balance overall. One program had already reduced this assistance by $125 via Resolution 17-114 (BA Journal #2018-3167).

Changes authorized by:

Jane Weber 4/26/2018

Department Head Signature or Elected Official Signature — Date

Mary K Embleton 4/26/18

Budget Officer — Date

Jane Weber

Print Name

Budget Performance Report

Fiscal Year to Date 04/23/18
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	**6050 - Self Insurance**									
REVENUE										
Department	**406 - Health Insurance**									
37										
37.1010	Interest Earnings	5,982.00	.00	5,982.00	406.76	.00	4,334.16	1,647.84	72	6,284.65
	37 - Totals	$5,982.00	$0.00	$5,982.00	$406.76	$0.00	$4,334.16	$1,647.84	72%	$6,284.65
	Department **406 - Health Insurance** Totals	$5,982.00	$0.00	$5,982.00	$406.76	$0.00	$4,334.16	$1,647.84	72%	$6,284.65
	REVENUE TOTALS	$5,982.00	$0.00	$5,982.00	$406.76	$0.00	$4,334.16	$1,647.84	72%	$6,284.65
EXPENSE										
Department	**406 - Health Insurance**									
Function	**L1000 - Interfund Transfers Out**									
800										
800.820	Transfers to Other Funds	28,996.00	.00	28,996.00	2,688.00	.00	22,368.00	6,628.00	77	.00
	800 - Totals	$28,996.00	$0.00	$28,996.00	$2,688.00	$0.00	$22,368.00	$6,628.00	77%	$0.00
	Function **L1000 - Interfund Transfers Out** Totals	$28,996.00	$0.00	$28,996.00	$2,688.00	$0.00	$22,368.00	$6,628.00	77%	$0.00
	Department **406 - Health Insurance** Totals	$28,996.00	$0.00	$28,996.00	$2,688.00	$0.00	$22,368.00	$6,628.00	77%	$0.00
	EXPENSE TOTALS	$28,996.00	$0.00	$28,996.00	$2,688.00	$0.00	$22,368.00	$6,628.00	77%	$0.00
	Fund **6050 - Self Insurance** Totals									
	REVENUE TOTALS	5,982.00	.00	5,982.00	406.76	.00	4,334.16	1,647.84	72%	6,284.65
	EXPENSE TOTALS	28,996.00	.00	28,996.00	2,688.00	.00	22,368.00	6,628.00	77%	.00
	Fund **6050 - Self Insurance** Totals	($23,014.00)	$0.00	($23,014.00)	($2,281.24)	$0.00	($18,033.84)	($4,980.16)		$6,284.65
	Grand Totals									
	REVENUE TOTALS	5,982.00	.00	5,982.00	406.76	.00	4,334.16	1,647.84	72%	6,284.65
	EXPENSE TOTALS	28,996.00	.00	28,996.00	2,688.00	.00	22,368.00	6,628.00	77%	.00
	Grand Totals	($23,014.00)	$0.00	($23,014.00)	($2,281.24)	$0.00	($18,033.84)	($4,980.16)		$6,284.65

Budget Performance Report

Fiscal Year to Date 03/26/18
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2855 - Health Dept. State Grants										
REVENUE										
Department 544 - MT Asthma Control Program										
38										
38.3000	Interfund Oper. Transfer	192.00	.00	192.00	.00	.00	.00	192.00	0	.00
	38 - Totals	$192.00	$0.00	$192.00	$0.00	$0.00	$0.00	$192.00	0%	$0.00
	Department 544 - MT Asthma Control Program Totals	$192.00	$0.00	$192.00	$0.00	$0.00	$0.00	$192.00	0%	$0.00
	REVENUE TOTALS	$192.00	$0.00	$192.00	$0.00	$0.00	$0.00	$192.00	0%	$0.00
	Fund 2855 - Health Dept. State Grants Totals									
	REVENUE TOTALS	192.00	.00	192.00	.00	.00	.00	192.00	0%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund 2855 - Health Dept. State Grants Totals	$192.00	$0.00	$192.00	$0.00	$0.00	$0.00	$192.00		$0.00
Fund 2960 - Community Grants										
REVENUE										
Department 442 - BUMT/DOT Buckle Up/Odd FY										
38										
38.3000	Interfund Oper. Transfer	39.00	.00	39.00	.00	.00	.00	39.00	0	.00
	38 - Totals	$39.00	$0.00	$39.00	$0.00	$0.00	$0.00	$39.00	0%	$0.00
	Department 442 - BUMT/DOT Buckle Up/Odd FY Totals	$39.00	$0.00	$39.00	$0.00	$0.00	$0.00	$39.00	0%	$0.00
Department 524 - BUMT/DOT Buckle Up										
38										
38.3000	Interfund Oper. Transfer	135.00	.00	135.00	.00	.00	.00	135.00	0	.00
	38 - Totals	$135.00	$0.00	$135.00	$0.00	$0.00	$0.00	$135.00	0%	$0.00
	Department 524 - BUMT/DOT Buckle Up Totals	$135.00	$0.00	$135.00	$0.00	$0.00	$0.00	$135.00	0%	$0.00
	REVENUE TOTALS	$174.00	$0.00	$174.00	$0.00	$0.00	$0.00	$174.00	0%	$0.00
	Fund 2960 - Community Grants Totals									
	REVENUE TOTALS	174.00	.00	174.00	.00	.00	.00	174.00	0%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund 2960 - Community Grants Totals	$174.00	$0.00	$174.00	$0.00	$0.00	$0.00	$174.00		$0.00
Fund 2963 - Public Health Emergency Prepared										
REVENUE										
Department 481 - PHEP Preparedness										
38										
38.3000	Interfund Oper. Transfer	672.00	.00	672.00	.00	.00	.00	672.00	0	.00
	38 - Totals	$672.00	$0.00	$672.00	$0.00	$0.00	$0.00	$672.00	0%	$0.00
	Department 481 - PHEP Preparedness Totals	$672.00	$0.00	$672.00	$0.00	$0.00	$0.00	$672.00	0%	$0.00
	REVENUE TOTALS	$672.00	$0.00	$672.00	$0.00	$0.00	$0.00	$672.00	0%	$0.00
	Fund 2963 - Public Health Emergency Prepared Totals									

Budget Performance Report

Fiscal Year to Date 03/26/18
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	REVENUE TOTALS	672.00	.00	672.00	.00	.00	.00	672.00	0%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund 2963 - Public Health Emergency Prepared Totals	$672.00	$0.00	$672.00	$0.00	$0.00	$0.00	$672.00		$0.00
Fund 2966 - Cancer										
REVENUE										
Department 471 - Cancer										
38										
38.3000	Interfund Oper. Transfer	653.00	.00	653.00	.00	.00	.00	653.00	0	.00
	38 - Totals	$653.00	$0.00	$653.00	$0.00	$0.00	$0.00	$653.00	0%	$0.00
	Department 471 - Cancer Totals	$653.00	$0.00	$653.00	$0.00	$0.00	$0.00	$653.00	0%	$0.00
	REVENUE TOTALS	$653.00	$0.00	$653.00	$0.00	$0.00	$0.00	$653.00	0%	$0.00
	Fund 2966 - Cancer Totals									
	REVENUE TOTALS	653.00	.00	653.00	.00	.00	.00	653.00	0%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund 2966 - Cancer Totals	$653.00	$0.00	$653.00	$0.00	$0.00	$0.00	$653.00		$0.00
Fund 2969 - EPA Grants										
REVENUE										
Department 379 - Niehart Institutional Controls										
38										
38.3000	Interfund Oper. Transfer	58.00	.00	58.00	.00	.00	.00	58.00	0	.00
	38 - Totals	$58.00	$0.00	$58.00	$0.00	$0.00	$0.00	$58.00	0%	$0.00
	Department 379 - Niehart Institutional Controls Totals	$58.00	$0.00	$58.00	$0.00	$0.00	$0.00	$58.00	0%	$0.00
	REVENUE TOTALS	$58.00	$0.00	$58.00	$0.00	$0.00	$0.00	$58.00	0%	$0.00
	Fund 2969 - EPA Grants Totals									
	REVENUE TOTALS	58.00	.00	58.00	.00	.00	.00	58.00	0%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund 2969 - EPA Grants Totals	$58.00	$0.00	$58.00	$0.00	$0.00	$0.00	$58.00		$0.00
Fund 2971 - W.I.C.										
REVENUE										
Department 278 - WIC										
38										
38.3000	Interfund Oper. Transfer	1,152.00	.00	1,152.00	.00	.00	.00	1,152.00	0	.00
	38 - Totals	$1,152.00	$0.00	$1,152.00	$0.00	$0.00	$0.00	$1,152.00	0%	$0.00
	Department 278 - WIC Totals	$1,152.00	$0.00	$1,152.00	$0.00	$0.00	$0.00	$1,152.00	0%	$0.00
Department 281 - W.I.C.										
38										
38.3000	Interfund Oper. Transfer	384.00	.00	384.00	.00	.00	.00	384.00	0	.00
	38 - Totals	$384.00	$0.00	$384.00	$0.00	$0.00	$0.00	$384.00	0%	$0.00
	Department 281 - W.I.C. Totals	$384.00	$0.00	$384.00	$0.00	$0.00	$0.00	$384.00	0%	$0.00

Budget Performance Report

Fiscal Year to Date 03/26/18
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2971 - W.I.C.										
	REVENUE TOTALS	$1,536.00	$0.00	$1,536.00	$0.00	$0.00	$0.00	$1,536.00	0%	$0.00
	Fund 2971 - W.I.C. Totals									
	REVENUE TOTALS	1,536.00	.00	1,536.00	.00	.00	.00	1,536.00	0%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund 2971 - W.I.C. Totals	$1,536.00	$0.00	$1,536.00	$0.00	$0.00	$0.00	$1,536.00		$0.00
Fund 2973 - Home Visiting - Federal Funds										
REVENUE										
Department 299 - M.C.H.#340138										
38										
38.3000	Interfund Oper. Transfer	2,708.00	.00	2,708.00	.00	.00	.00	2,708.00	0	.00
	38 - Totals	$2,708.00	$0.00	$2,708.00	$0.00	$0.00	$0.00	$2,708.00	0%	$0.00
	Department 299 - M.C.H.#340138 Totals	$2,708.00	$0.00	$2,708.00	$0.00	$0.00	$0.00	$2,708.00	0%	$0.00
	REVENUE TOTALS	$2,708.00	$0.00	$2,708.00	$0.00	$0.00	$0.00	$2,708.00	0%	$0.00
	Fund 2973 - Home Visiting - Federal Funds Totals									
	REVENUE TOTALS	2,708.00	.00	2,708.00	.00	.00	.00	2,708.00	0%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund 2973 - Home Visiting - Federal Funds Totals	$2,708.00	$0.00	$2,708.00	$0.00	$0.00	$0.00	$2,708.00		$0.00
Fund 2975 - Hiv Consortia										
REVENUE										
Department 294 - Ryan White										
38										
38.3000	Interfund Oper. Transfer	223.00	.00	223.00	.00	.00	30.35	192.65	14	.00
	38 - Totals	$223.00	$0.00	$223.00	$0.00	$0.00	$30.35	$192.65	14%	$0.00
	Department 294 - Ryan White Totals	$223.00	$0.00	$223.00	$0.00	$0.00	$30.35	$192.65	14%	$0.00
	REVENUE TOTALS	$223.00	$0.00	$223.00	$0.00	$0.00	$30.35	$192.65	14%	$0.00
	Fund 2975 - Hiv Consortia Totals									
	REVENUE TOTALS	223.00	.00	223.00	.00	.00	30.35	192.65	14%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund 2975 - Hiv Consortia Totals	$223.00	$0.00	$223.00	$0.00	$0.00	$30.35	$192.65		$0.00
Fund 2977 - Immunization Projects										
REVENUE										
Department 295 - Immun. Proj.#350203										
38										
38.3000	Interfund Oper. Transfer	125.00	(125.00)	.00	.00	.00	.00	.00	+++	.00
	38 - Totals	$125.00	($125.00)	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
	Department 295 - Immun. Proj.#350203 Totals	$125.00	($125.00)	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00

Budget Performance Report

Fiscal Year to Date 03/26/18
Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	**2977 - Immunization Projects**									
REVENUE										
Department	**307 - Immun. Proj. Cont.330227**									
38										
38.3000	Interfund Oper. Transfer	116.00	.00	116.00	.00	.00	.00	116.00	0	.00
	38 - Totals	$116.00	$0.00	$116.00	$0.00	$0.00	$0.00	$116.00	0%	$0.00
	Department **307 - Immun. Proj. Cont.330227** Totals	$116.00	$0.00	$116.00	$0.00	$0.00	$0.00	$116.00	0%	$0.00
	REVENUE TOTALS	$241.00	($125.00)	$116.00	$0.00	$0.00	$0.00	$116.00	0%	$0.00
	Fund **2977 - Immunization Projects** Totals									
	REVENUE TOTALS	241.00	(125.00)	116.00	.00	.00	.00	116.00	0%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund **2977 - Immunization Projects** Totals	$241.00	($125.00)	$116.00	$0.00	$0.00	$0.00	$116.00		$0.00
Fund	**2979 - Aids/Hiv Testing**									
REVENUE										
Department	**338 - HIV Prevention Odd FY**									
38										
38.3000	Interfund Oper. Transfer	106.00	.00	106.00	.00	.00	.00	106.00	0	.00
	38 - Totals	$106.00	$0.00	$106.00	$0.00	$0.00	$0.00	$106.00	0%	$0.00
	Department **338 - HIV Prevention Odd FY** Totals	$106.00	$0.00	$106.00	$0.00	$0.00	$0.00	$106.00	0%	$0.00
Department	**402 - HIV Prevention Even FY**									
38										
38.3000	Interfund Oper. Transfer	96.00	.00	96.00	.00	.00	.00	96.00	0	.00
	38 - Totals	$96.00	$0.00	$96.00	$0.00	$0.00	$0.00	$96.00	0%	$0.00
	Department **402 - HIV Prevention Even FY** Totals	$96.00	$0.00	$96.00	$0.00	$0.00	$0.00	$96.00	0%	$0.00
	REVENUE TOTALS	$202.00	$0.00	$202.00	$0.00	$0.00	$0.00	$202.00	0%	$0.00
	Fund **2979 - Aids/Hiv Testing** Totals									
	REVENUE TOTALS	202.00	.00	202.00	.00	.00	.00	202.00	0%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund **2979 - Aids/Hiv Testing** Totals	$202.00	$0.00	$202.00	$0.00	$0.00	$0.00	$202.00		$0.00
	Grand Totals									
	REVENUE TOTALS	6,659.00	(125.00)	6,534.00	.00	.00	30.35	6,503.65	0%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Grand Totals	$6,659.00	($125.00)	$6,534.00	$0.00	$0.00	$30.35	$6,503.65		$0.00

May 8th, 2018 **Contract 18 - 82**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: HRSA Notice of Award H80CS00566-16-14 acknowledging implementation of services at Paris Gibson School Based Health Center as of 4/11/2018 and removal of grant condition on H80CS00566-16-12 requiring verification of implementation of services at new site.

INITIATED AND PRESENTED BY: **Community Health Care Center/Trista Besich**

ACTION REQUESTED: **Approval of Contract**

BACKGROUND: HRSA Notice of Award H80CS00566-16-14 acknowledging implementation of services at Paris Gibson School Based Health Center as of 4/11/2018 and removal of grant condition on H80CS00566-16-12 requiring verification of implementation of services at new site.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission APPROVE Contract 18-82, HRSA Notice of Award H80CS00566-16-14 acknowledging implementation of services at Paris Gibson School Based Health Center as of 4/11/2018 and removal of grant condition on H80CS00566-16-12 requiring verification of implementation of services at new site.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission DISAPPROVE Contract 18-82, HRSA Notice of Award H80CS00566-16-14 acknowledging implementation of services at Paris Gibson School Based Health Center as of 4/11/2018 and removal of grant condition on H80CS00566-16-12 requiring verification of implementation of services at new site.

CONTRACT
18-82-

RETURN TO COMMISSION

1. DATE ISSUED: 04/25/2018	**2. PROGRAM CFDA:** 93.224	
3. SUPERSEDES AWARD NOTICE dated: 02/20/2018 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.		
4a. AWARD NO.: 6 H80CS00566-16-14	**4b. GRANT NO.:** H80CS00566	**5. FORMER GRANT NO.:** H27CS02132
6. PROJECT PERIOD: **FROM:** 07/01/2002 **THROUGH:** 05/31/2018		
7. BUDGET PERIOD: **FROM:** 06/01/2017 **THROUGH:** 05/31/2018		

U.S. Department of Health and Human Services
HRSA
Health Resources and Services Administration

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulation)
Public Health Service Act, Title III, Section 330
Public Health Service Act, Section 330, 42 U.S.C. 254b
Affordable Care Act, Section 10503
Public Health Service Act, Section 330, 42 U.S.C. 254, as amended.
Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended
Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended
Public Health Service Act, Section 330(e), 42 U.S.C. 254b
Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148)
Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b)
Public Health Service Act, Section 330, as amended (42 U.S.C. 254b)
Section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b, as amended)
Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended)

8. TITLE OF PROJECT (OR PROGRAM): Health Center Program

9. GRANTEE NAME AND ADDRESS:
CASCADE CITY-COUNTY HEALTH DEPARTMENT
115 4th St S
Great Falls, MT 59401-3618
DUNS NUMBER:
867642902
BHCMIS # 084380

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
Trista Besich
CASCADE CITY-COUNTY HEALTH DEPARTMENT
115 4th St S
Great Falls, MT 59401-3618

11.APPROVED BUDGET:(Excludes Direct Assistance)
[ ] Grant Funds Only
[X] Total project costs including grant funds and all other financial participation

a . Salaries and Wages :	$2,238,132.00
b . Fringe Benefits :	$783,346.00
c . Total Personnel Costs :	$3,021,478.00
d . Consultant Costs :	$0.00
e . Equipment :	$24,000.00
f . Supplies :	$160,388.00
g . Travel :	$55,400.00
h . Construction/Alteration and Renovation :	$0.00
i . Other :	$369,415.00
j . Consortium/Contractual Costs :	$176,200.00
k . Trainee Related Expenses :	$0.00
l . Trainee Stipends :	$0.00
m . Trainee Tuition and Fees :	$0.00
n . Trainee Travel :	$0.00
o . TOTAL DIRECT COSTS :	$3,806,881.00
p . INDIRECT COSTS (Rate: % of S&W/TADC) :	$0.00
q . TOTAL APPROVED BUDGET :	$3,806,881.00
i. Less Non-Federal Share:	$2,014,518.00
ii. Federal Share:	$1,792,363.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	**$1,792,363.00**
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	$39,414.00
ii. Offset	$0.00
c. Unawarded Balance of Current Year's Funds	$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	$1,752,949.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	**$0.00**

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
Not applicable	

14. APPROVED DIRECT ASSISTANCE BUDGET:(In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	**$0.00**

15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
A=Addition B=Deduction C=Cost Sharing or Matching D=Other **[D]**
Estimated Program Income: $1,825,718.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

REF: Contract 18-55, R0352349

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached **[X]Yes [ ]No**)
This NoA is issued to remove one or more Grant Conditions imposed on projects.

Electronically signed by Carolyn Testerman , Grants Management Officer on : 04/25/2018

17. OBJ. CLASS: 41.51 | **18. CRS-EIN:** 1816001343A3 | **19. FUTURE RECOMMENDED FUNDING:** $1,594,709.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
17 - 398160G	93.527	15H80CS00566	$0.00	$0.00	CH	HealthCareCenters_15

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. The grant condition stated below on NoA 6 H80CS00566-16-12 is hereby lifted. Due Date: Within 120 Days of Award Release Date (CIS Tracking Number: CIS00061014 - Add Service Delivery Site:Community Health Care Center at Paris Gibson Education Center 2400 Central Ave, Great Falls, MT 59401-3915)

   Within 120 days of the release date of this award (i.e., the date HRSA emailed you this Notice of Award), you **MUST** verify implementation of this CIS, as required via the related EHB submission deliverable.

   To access the deliverable, go to your grant folder/handbook.

2. This Notice of Award (NoA) confirms the CIS verification as follows:
   Status: Service Delivery Site Addition Confirmed
   Operational Date: 04/11/2018
   Verification Tracking No.: SCPV020294
   CIS Tracking No.: CIS00061014

   This site is now included as operational in the health center's scope of project:
   Site ID: BPS-H80-021804
   Site Name: Community Health Care Center at Paris Gibson Education Center
   Site Address: 2400 Central Ave, Great Falls, MT 59401

   The grant condition stated below on NoA 6 H80CS00566-16-12 is hereby **LIFTED**: Due Date: Within 120 Days of Award Release Date (CIS Tracking Number: CIS00061014 - Add Service Delivery Site:Community Health Care Center at Paris Gibson Education Center 2400 Central Ave, Great Falls, MT 59401-3915)

   Within 120 days of the release date of this award (i.e., the date HRSA emailed you this Notice of Award), you **MUST** verify implementation of this CIS, as required via the related EHB submission deliverable.

   To access the deliverable, go to your grant folder/handbook.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Trista Besich	Program Director	tbesich@cascadecountymt.gov

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Erich Kleinschmidt at:
MailStop Code: 16SW H02
BPHC/Northwest Division
5600 Fishers Ln
Rockville, MD, 20852-1750

Email: EKleinschmidt@hrsa.gov
Phone: (301) 945-3350

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Carolyn Testerman at:
MailStop Code: 10SWH03
HRSA/OFAM/DGMO/HCB
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: ctesterman@hrsa.gov
Phone: (301) 594-4244

Contract 18-82

PASSED AND ADOPTED THIS 8th DAY OF MAY 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
James L. Larson, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

CHR

May 8th, 2018 **Contract 18 - 83**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: HRSA Notice of Award H80CS00566-17-00 for FY 2018 Service Area Competition Award for award period 6/1/2018 – 5/31/2019. Total of $1,594,709 authorized for award period. 1 month pro-rated this notice of award: $132,892.

INITIATED AND PRESENTED BY: **Community Health Care Center/Trista Besich**

ACTION REQUESTED: **Approval of Contract**

BACKGROUND: HRSA Notice of Award H80CS00566-17-00 for FY 2018 Service Area Competition Award for award period 6/1/2018 – 5/31/2019. Total of $1,594,709 authorized for award period. 1 month pro-rated this notice of award: $132,892.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission APPROVE Contract 18-83, HRSA Notice of Award H80CS00566-17-00 for FY 2018 Service Area Competition Award for award period 6/1/2018 – 5/31/2019. Total of $1,594,709 authorized for award period. 1 month pro-rated this notice of award: $132,892.

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission DISAPPROVE Contract 18-83, HRSA Notice of Award H80CS00566-17-00 for FY 2018 Service Area Competition Award for award period 6/1/2018 – 5/31/2019. Total of $1,594,709 authorized for award period. 1 month pro-rated this notice of award: $132,892.

CONTRACT

18-83-

1. DATE ISSUED: 04/18/2018	2. PROGRAM CFDA: 93.224	
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.		
4a. AWARD NO.: 2 H80CS00566-17-00	4b. GRANT NO.: H80CS00566	5. FORMER GRANT NO.: H27CS02132
6. PROJECT PERIOD: FROM: 07/01/2002 THROUGH: 05/31/2021		
7. BUDGET PERIOD: FROM: 06/01/2018 THROUGH: 05/31/2019		

U.S. Department of Health and Human Services
HRSA
Health Resources and Services Administration

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulation)
Public Health Service Act, Title III, Section 330
Public Health Service Act, Section 330, 42 U.S.C. 254b
Affordable Care Act, Section 10503
Public Health Service Act, Section 330, 42 U.S.C. 254, as amended.
Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended
Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended
Public Health Service Act, Section 330(e), 42 U.S.C. 254b
Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148)
Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b)
Public Health Service Act, Section 330, as amended (42 U.S.C. 254b)
Section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b, as amended)
Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended)

8. TITLE OF PROJECT (OR PROGRAM): Health Center Program

9. GRANTEE NAME AND ADDRESS:
CASCADE CITY-COUNTY HEALTH DEPARTMENT
115 4th St S
Great Falls, MT 59401-3618
DUNS NUMBER:
867642902
BHCMIS # 084380

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
Trista Besich
CASCADE CITY-COUNTY HEALTH DEPARTMENT
115 4th St S
Great Falls, MT 59401-3618

11.APPROVED BUDGET:(Excludes Direct Assistance)
[ ] Grant Funds Only
[X] Total project costs including grant funds and all other financial participation

a . Salaries and Wages :	$2,329,674.00
b . Fringe Benefits :	$815,386.00
c . Total Personnel Costs :	$3,145,060.00
d . Consultant Costs :	$0.00
e . Equipment :	$65,000.00
f . Supplies :	$193,032.00
g . Travel :	$49,875.00
h . Construction/Alteration and Renovation :	$0.00
i . Other :	$257,000.00
j . Consortium/Contractual Costs :	$213,988.00
k . Trainee Related Expenses :	$0.00
l . Trainee Stipends :	$0.00
m . Trainee Tuition and Fees :	$0.00
n . Trainee Travel :	$0.00
o . TOTAL DIRECT COSTS :	$3,923,955.00
p . INDIRECT COSTS (Rate: % of S&W/TADC) :	$0.00
q . TOTAL APPROVED BUDGET :	$3,923,955.00
i. Less Non-Federal Share:	$2,329,246.00
ii. Federal Share:	$1,594,709.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	**$1,594,709.00**
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	$0.00
ii. Offset	$0.00
c. Unawarded Balance of Current Year's Funds	$1,461,817.00
d. Less Cumulative Prior Awards(s) This Budget Period	$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	**$132,892.00**

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
18	$1,606,634.00
19	$1,606,634.00

14. APPROVED DIRECT ASSISTANCE BUDGET:(In lieu of cash)

a. Amount of Direct Assistance	$0.00
b. Less Unawarded Balance of Current Year's Funds	$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	**$0.00**

15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
A=Addition B=Deduction C=Cost Sharing or Matching D=Other **[D]**
Estimated Program Income: $2,071,446.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

RETURN TO COMMISSION

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached **[X]Yes [ ]No**)

Electronically signed by Lisa Ayoub , Grants Management Officer on : 04/18/2018

17. OBJ. CLASS: 41.51 | **18. CRS-EIN:** 1816001343A3 | **19. FUTURE RECOMMENDED FUNDING:** $0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
18 - 3981160	93.224	18H80CS00566	$132,892.00	$0.00	CH	HEALTHCARECENTERS_18

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e.,created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This action reflects a new document number. Please refer to this number when contacting the Payment Management System or submitting drawdown requests. Reporting on the FFR (Federal Financial Report) SF 425-Federal Cash Transaction Report (FCTR) should reflect this number for all disbursements related to this project period.
2. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds.

   You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: http://www.dpm.psc.gov/grant_recipient/grantee_forms.aspx and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: http://www.dpm.psc.gov/contacts/contacts.aspx.

3. Based upon the review of your Service Area Competition application, your organization is being awarded a three year project period.
4. This action approves the FY 2018 Budget Period Progress Report or Service Area Competition application and awards 1-month prorated support based on your target FY 2018 funding under the Health Center Program. Prorated funding is provided in this award due to the status of the FY 2018 Health Center Program appropriation, which was provided under an initial Continuing Resolution. The balance of grant support for the FY 2018 budget period will be provided consistent with subsequent Congressional action on the FY 2018 Health Center Program appropriation.

Program Specific Term(s)

1. If Federal funds have been used toward the costs of acquiring a building, including the costs of amortizing the principal of, or paying interest on mortgages, you must notify the HRSA Grants Management Contact listed on this Notice of Award for assistance regarding Federal Interest in the property within 60 days of the issue date of this award.
2. The non-Federal share of the project budget includes all anticipated program income sources such as fees, premiums, third party reimbursements, and payments that are generated from the delivery of services, and from "other revenue sources" such as state, local, or other federal grants or contracts, private support or income generated from fundraising or contributions. In accordance with Section 330(e)(5)(D) of the PHS Act, health centers may use their non-grant funds, either "as permitted" under section 330 or "for such other purposes ... not specifically prohibited" under section 330 if such use "furthers the objectives of the project.
3. Consistent with Departmental guidance, HRSA grantees that purchase, are reimbursed or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products and to maximize results for the grantee organization and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at www.hrsa.gov/opa.

4. Uniform Data System (UDS) annual performance report is due in accordance with specific instructions from the Program Office. Failure to submit a complete UDS report by the specified deadline may result in additional conditions and/or restrictions being placed on your award, including the requirement that all drawdowns of Health Center Program award funds from the Payment Management System (PMS) have the prior approval of the HRSA Division of Grants Management Operations (DGMO) and/or limits on eligibility to receive future supplemental funding.

5. As indicated in 45 CFR Part 75, requests for carryover of unobligated balances from one budget period to the next require prior approval by HRSA. Requests to carry over operational funds will not be approved unless indicated in the term on this award describing the funding amount.

6. Health Center Program award recipients are required to submit an annual Budget Period Progress Report (BPR) to report on progress made from the beginning of an award recipient's most recent budget period until the date of BPR submission; the expected progress for the remainder of the budget period; and any projected changes for the following budget period. HRSA approval of a BPR is required for the budget period renewal and release of each subsequent year of funding, dependent upon Congressional appropriation, program compliance, organizational capacity, and a determination that continued funding would be in the best interest of the Federal government. Failure to submit the BPR by the established deadline or submission of an incomplete or non-responsive progress report may result in a delay or a lapse in funding.

7. Prior approval by HRSA is required for any significant change in the scope (e.g., sites or services) or nature of a Health Center Program award recipient's approved project activities. Requests to change the approved scope of project must be submitted for prior approval by HRSA via the Electronic Handbooks (EHBs) Change in Scope Module prior to implementation. See: http://www.bphc.hrsa.gov/about/requirements/scope for more information.

8. By accepting these grant funds, the health center acknowledges its commitment to providing service to the number of unduplicated patients projected to be served on Form 1A: General Information Worksheet by December 31, 2019, as well as any additional unduplicated patient projections associated with supplemental awards received that can be monitored by this date via the 2019 UDS submission. Failure to meet this total patient commitment may result in a reduction of total funding announced for the service area in the next Service Area Competition.

9. Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using Federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).

10. A health center's scope of project includes the approved service sites, services, providers, service area(s), and target population which are supported (wholly or in part) under the total budget approved for the health center. In addition, scope of project serves as the basis for eligibility for programs associated with the Health Center Program such as Medicare and Medicaid Federally Qualified Health Center (FQHC) reimbursements, Federal Tort Claims Act coverage, and 340B Drug Pricing. Proper documentation and maintenance of an accurate scope of project is critical in the oversight and management of programs funded or designated under section 330 of the PHS Act. Health centers are responsible for maintaining the accuracy of their Health Center Program scope of project, including updating or requesting prior approval for significant changes to the scope of project when applicable. Refer to the Scope of Project policy documents and resources available at: http://www.bphc.hrsa.gov/programrequirements/scope.html for details pertaining to changes to services, providers, sites, service area zip codes, and target population(s).

11. Health centers are reminded that separate Medicare enrollment applications must be submitted for each "permanent unit" at which they provide services. This includes units considered both "permanent sites" and "seasonal sites" under their HRSA scope of project. (See: http://www.bphc.hrsa.gov/about/requirements/scope for more information). Therefore, for Medicare purposes, a single health center organization may consist of two or more FQHCs, each of which must be separately enrolled in Medicare and submit bills using its unique Medicare Billing Number.

    The Medicare enrollment application is located at http://www.cms.hhs.gov/cmsforms/downloads/cms855a.pdf. To identify the address where the package should be mailed, please refer to http://www.cms.hhs.gov/MedicareProviderSupEnroll/downloads/contact_list.pdf. The appropriate Medicare contractor is listed next to "Fiscal Intermediary."

Successful enrollment in Medicare as an FQHC does not automatically qualify a health center for payment as an FQHC under its State Medicaid program. Health centers should contact their State Medicaid office directly to determine the process and timeline for becoming eligible for payment as an FQHC under Medicaid.

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at http://www.hrsa.gov/grants/hhsgrantspolicy.pdf. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. HRSA requires grantees to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:
   "This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."
   Grantees are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years, or both.
5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 75 must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.
   In addition to the prior approval requirements identified in Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds $100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or $250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is $200,000, if the total approved budget is $300,000, cumulative changes within that budget period exceeding $75,000 would require prior approval). For recipients subject to 45 CFR Part 75, this requirement is in lieu of that in 45 CFR 75 which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding $25,000 (if not included in the approved application) or other prior approval action identified in Part 75 unless HRSA has specifically exempted the grantee from the requirement(s).]
6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at www.DPM.PSC.GOV.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain

anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).

8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free https://harvester.census.gov/facweb/default.aspx/.

9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at http://www.hhs.gov/ocr/lep/revisedlep.html.

10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000,as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.hrsa.gov/grants/trafficking.htm. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.

11. The Consolidated Appropriations Act, 2017, Division H, § 202, (P.L.115-31) enacted May 5, 2017, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at $189,600, effective January, 2018. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.

12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see http://www.hhs.gov/civil-rights/for-individuals/index.html. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.

13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit https://www.sam.gov.

    It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/sam/transcript/SAM_Quick_Guide_Grants_Registrations-v1.6.pdf), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.

14. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states the District of Columbia, or a U S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act, and grant programs with approved deviations.

15.

§75.113 Mandatory disclosures.

Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201
Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Recipient integrity and performance matters. If the total Federal share of the Federal award is more than $500,000 over the period of performance, Appendix XII to CFR Part 200 is applicable to this award.

Reporting Requirement(s)

1. **Due Date: Annually (Calendar Year) Beginning: 01/01/2018 Ending: 12/31/2018, due 45 days after end of reporting period.**
   The Uniform Data System (UDS) is a core set of information appropriate for reviewing the operation and performance of health centers. The UDS tracks a variety of information, including patient demographics, services provided, staffing, clinical indicators, utilization rates, costs, and revenues. It is reviewed to ensure compliance with legislative and regulatory requirements, improve health center performance and operations, and report overall program accomplishments. The data help to identify trends over time, enabling HRSA to establish or expand targeted programs and identify effective services and interventions to improve the health of underserved communities and vulnerable populations. UDS data are compared with national data to review differences between the U.S. population at large and those individuals and families who rely on the health care safety net for primary care. UDS data also inform Health Center programs, partners, and communities about the patients served by Health Centers. Health centers must report annually in the first quarter of the year. The UDS submission deadline is February 15 every year. Please consult the Program Office for additional instructions. Reporting technical assistance can be found at http://bphc.hrsa.gov/healthcenterdatastatistics/reporting/index.html.
2. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.**
   The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:
   - Budget Period ends August – October: FFR due January 30
   - Budget Period ends November – January: FFR due April 30

- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Trista Besich	Program Director	tbesich@cascadecountymt.gov

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Erich Kleinschmidt at:
MailStop Code: 16SW H02
BPHC/Northwest Division
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: EKleinschmidt@hrsa.gov
Phone: (301) 945-3350

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Carolyn Testerman at:
MailStop Code: 10SWH03
HRSA/OFAM/DGMO/HCB
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: ctesterman@hrsa.gov
Phone: (301) 594-4244

Contract 18-83

PASSED AND ADOPTED THIS 8th DAY OF MAY 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
James L. Larson, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

May 8, 2018 **AGENDA # 1**

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	**Public Hearing** **Preliminary Plat of Rolling Meadows Phase III Major Subdivision**
INITIATED BY	**Robert & Gale Morgan, Bonesteel LLC**
ACTION REQUESTED	**Approval of Rolling Meadows Phase III Preliminary Plat**
PRESENTED BY	**Sandor Hopkins, Planner**

BACKGROUND:

Robert and Gale Morgan, Bonesteel LLC, request preliminary plat approval for Rolling Meadows Phase III Major Subdivision consisting of fourteen (14) residential lots ranging in size between 1.77 acres and 2.23 acres and one additional lot of 1.17 acres that will be dedicated as parkland. The property lies within the Mixed Use (MU) zoning district and the total acreage of the project site is 28.303 acres. Access to the proposed subdivision lots will be via two existing approaches on West Ulm Road, or approaches from Centre Street/Ulm-Vaughn Road for lots 3M and 3N. Lots will have cisterns for water, and wastewater drainfields will be sized for 5 bedroom homes with locations determined by the Department of Environmental Quality. Law enforcement services will be provided by the Cascade County Sheriff's Department and fire protection support will be provided by the Ulm Volunteer Fire Department, response time will be dictated by weather and road conditions. The property is located outside of any Special Flood Hazard Areas, known as Zone X (FIRM Panel number 30013C0575E). The subdivision has an existing 120,000 gallon irrigation tank on site that will be modified to hold a minimum capacity of 17,000 gallons, or 10,000 plus 500 per lot, for fire protection services.

The Cascade County Planning Division sent out a notice to Interested Agencies on March 30, 2018, and received no comments of concern. Notice of the public meeting was sent to adjacent property owners by non-certified mail on March 30, 2018. The application was presented to the Planning Board on April 17, 2018, for a recommendation.

RECOMMENDATION: The Cascade County Planning Board voted unanimously, 6-0, to

recommend, that the Cascade County Commissioners conditionally approve the Preliminary Plat of Rolling Meadows Phase III Major Subdivision. This proposed subdivision is located in the SW ¼ of Section 32, Township 20 North, Range 2 East P.M.M., Cascade County, Montana. The Planning Board also recommended an additional condition (20) to address conflict within the existing homeowners association and any changes that may be made with regards to the expansion of the Rolling Meadows Subdivision.

TWO MOTIONS PROVIDED FOR CONSIDERATION:-

MOTION TO DENY: Madam Chairman, I move that the Commissioners, after consideration of the Staff Report and Findings of Fact **deny** Rolling Meadows Phase III Major Subdivision.

MOTION TO APPROVE: Madam Chairman, I move that the Commissioners after consideration of the Staff Report and Findings of Fact **approve** Rolling Meadows Phase III Major Subdivision, subject to the following nineteen (19) or twenty (20) if the Board deems necessary:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;

2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;

3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612);

4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat;

5. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat;

6. Causing to be recorded on the plat a statement concerning limited public services;

7. Pursuant to 7-22-2152 M.C.A. (2017), submitting a written plan to the

Cascade County Weed Board specifying the methods for weed management procedures with regards to this development;

8. Causing to be recorded on the plat an Agriculture Notification statement;

9. A certificate of waiver of park land dedication and acceptance of cash in lieu thereof statement placed on the plat for the 0.19 acres that are not covered by the 1.17 of parkland dedication;

10. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of West Ulm Road, Ulm-Vaughn Road, or any county road in the vicinity used to access the major subdivision, Rolling Meadows Phase 3, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitable in such an RSID. This waiver shall expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.

11. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat.

12. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads.

13. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations;

14. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat;

15. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenants may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County;

16. Modification of existing irrigation tank installed on-site, properly maintained

and equipped with the proper appurtenances for the Ulm Volunteer Fire Department to use for firefighting at all times. Provide the developers install and the homeowners association maintain an accessible approach for access to the cistern at all times. The modification of the tank, with a maximum capacity of 120,000, will allow it to maintain a minimum of 17,000 gallons for fire suppression services;

17. The homeowners association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Ulm Volunteer Fire Department to insure the equipment is being property maintained;

18. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Division with the final plat submittal;

19. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable; and

20. That the Home Owners Association reach a general positive consensus on covenants and concerns and provide a consensus letter.

Attachments: Findings of Fact
Reduced Subdivision Application

cc: Tony Prothero, Shedhorn Engineering, LLC.

Agenda #2
Preliminary Plat of Rolling
Meadows Phase III
Major Subdivision

PASSED AND ADOPTED THIS 8th DAY OF MAY 2018

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
James L. Larson, Commissioner

Attest

_____
Rina Fontana Moore,
Cascade County Clerk and Recorder

FINDINGS OF FACT FOR A PRELIMINARY PLAT OF ROLLING MEADOWS PHASE 3 MAJOR SUBDIVISION LOCATED IN THE SE 1/4 SW 1/4, SECTION 32, TOWNSHIP 20 N., RANGE 2 E., P.M.M. CASCADE COUNTY, MONTANA

The application requesting preliminary plat approval for Rolling Meadows Phase 3 major subdivision was received on February 13, 2018. The submittal was determined to contain all required components sufficient for adequate public review on March 28, 2018 and scheduled for public hearing for the Cascade County Planning Board on April 17, 2018 pursuant to statutory requirements. Notice of the public hearing was sent to adjacent property owners on March 30, 2018 and published in the Great Falls Tribune on April 1, 2018 and April 8, 2018.

Shedhorn Engineering LLC (subdivider) and Robert and Gale Morgan, Bonesteel LLC (Owners) request preliminary plat approval for Rolling Meadows Phase 3 major subdivision consisting of fifteen (15) lots ranging in size from 1.17 acres to 2.23 acres. The total acreage of the project site is 28.303 acres.

I. PRIMARY REVIEW CRITERIA

Effect on Agriculture

The proposed subdivision presently consists of one (1) parcel of land (28.303 cumulative acres) within the Mixed-Use Zoning District. To the west, north, and east of the project site is residential development in a Mixed-Use District. To the south across West Ulm Rd is an mostly undeveloped parcel of land zoned Mixed-Use (19.41 acres) containing three agricultural outbuildings. The soil is made up entirely of Assinniboine-Absher complex, 0 to 2 percent slopes, and is not classified as farmland of state-wide importance. Additionally, the size of the parcel would restrict sustainable agricultural operations.

Effect on Local Services

The proposed subdivision will receive law enforcement services from the Cascade County Sheriff Department and fire protection services from the Ulm Volunteer Fire Department. The owners have an existing irrigation storage tank with a capacity of 120,000 gallons on site that will be modified to maintain a minimum of 17,000 gallons for fire suppression services.

A letter requesting comments was sent to the Ulm Volunteer Fire Department Chief and any response received from them will be forwarded to the Planning Board and the County Commissioners.

Parkland dedication is required as part of this subdivision. Per the subdivision regulations, 5% of the acreage subdivided for residential use is required to be dedicated as parkland. Since 27.13 acres are being subdivided, 1.36 acres will be the minimum parkland dedication. The applicant has proposed a 1.17 acre tract as parkland, and plans to cover the remaining 0.19 acres with a cash-in-lieu parkland dedication payment. The Broker's opinion of value provided with the application estimates the value of raw, unsubdivided, unimproved land at $2,250 per acre, which will require a payment of $428.

Based on trip generation factors available from the Institute of Transportation Engineers, the 12 new residences that feed onto West Ulm Road will generate an additional 114.84 trips per day resulting in a total of 571 trips per day along that road, up from 456. The two lots that will have approaches onto Ulm-Vaughn Road will increase the Average Daily Trips along that road from

408 to 428 trips per day. In both cases, this will not represent a significant degradation of Level of Service or safety.

Letters requesting comments were sent to the Montana Department of Transportation and the Cascade County Road and Bridge Division. No comments have been received back from either of these agencies.

Effect on the Natural Environment

Subdivision of the site is not expected to create significant surface run-off problems. The proposed development is outside of any regulated floodplains, will not alter any lakebeds or stream channels, and is approximately 0.5 miles north of the Missouri River. The Department of Environmental Quality will review the subdivision plan as part of the Sanitation in Subdivisions Act, and will include a review of the storm water design to mitigate runoff resulting from development in the subdivision.

The soil is made up entirely of Assinniboine-Absher complex (0 to 2 percent slopes) and is not classified as farmland of statewide importance. Additionally, the property was never put into farming use but kept as vacant land with native grasses. Due to the small size of the parcel, farming would not be economical. The project was sent to the Cascade Conservation District for review, any comments received will be forwarded to the Planning Board and Commissioners.

The subdivision is not expected to adversely affect native vegetation, soils, water quality, or the quantity of surface or ground waters. Disturbed areas during development will be re-seeded and the weed management plan will be followed to reduce the spread of noxious weeds.

Effect on Wildlife and Wildlife Habitat

This location is in an area that has been developed and is part of the unincorporated township of Ulm. There are no important habitats, wildlife areas, migration routes, wetlands, or habitat for sensitive or endangered species. The major species that would be affected would likely be the Black-tailed Prairie Dog and the Chestnut-collared Longspur. Humans and pets are likely to have a negative impact on wildlife in the area, however landscaping could provide more habitat for wildlife. Letters requesting comment have been submitted to the Department of Fish, Wildlife, and Parks. The subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety

Based on available information, this subdivision does not appear to be subject to potential natural hazards such as flooding and rock slides; nor potential man-made hazards such as nearby heavy industrial or mining activity. Wildfires are always a possibility in subdivisions adjacent to crop or pasture land when located within the wildland urban interface. Fire and emergency services have been addressed. Vehicle access to the subdivision will be primarily off of West Ulm Road, with two lots serviced by Ulm-Vaughn Road.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATION

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the

surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

III. COMPLIANCE WITH THE CASCADE COUNTY GROWTH POLICY

The proposed subdivision is in general compliance with the Cascade County Growth Policy to preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens and by ensuring that all new roads be built to county specifications, designing subdivisions so as to minimize the risk of fire, promoting adequate ingresses and egresses, adequate water supply systems, requiring local review of subdivisions meet DEQ regulations, and by complying with the weed district's weed management plans. The area is not located in a designated Resource Protection Area, Prohibitive Development Area or Conditional Development Area; therefore, those standards are not applicable to the proposed subdivision.

SETBACK STANDARDS

The minimum standards must comply with the Cascade County Zoning Regulations.

SLOPE STANDARDS

Development on slopes exceeding thirty percent is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization certifies that the development will create no slope failure or erosion hazards.

OFF-STREET PARKING STANDARD

All parking in the proposed subdivision will be accommodated on the premises and entirely off street.

RESIDENTIAL DEVELOPMENT STANDARD

The minimum standards must comply with the Cascade County Zoning Regulations.

SOIL EROSION STANDARD

The proposed subdivision should not cause soil erosion or other adverse impacts of runoff on neighboring properties, roads, or watercourses. There is no development taking place on the lots remaining in the county.

SOILS LIMITATIONS STANDARD

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented.

ROAD ACCEPTANCE AND MAINTENANCE POLICY

Legal access, described as public street and utility easement, to the lots will be provided on the final plat. There are two private access road that will be a privately maintained by

the HOA to access the subdivision. The County will not have responsibility for road maintenance until such time as the County accepts the internal roads as County roads.

FIRE PROTECTION STANDARD

This development lies within and receives fire protection services from the Ulm Volunteer Fire District. Response time will be dictated by weather and road conditions. A letter has been sent to the Ulm Fire Chief asking for comments on the proposed subdivision. Any comments received will be sent to the Planning Board and the County Commissioners.

SCHOOL SYSTEM'S CAPACITY STANDARD

Letters were sent to the Cascade County Superintendent of Schools, the Cascade School Superintendent, and the Ulm Public Schools Principal. The Cascade School Superintendent and Principal for Ulm Public Schools both responded that the schools in their district would have the capacity to service students from the proposed subdivision.

IV. EASEMENTS FOR UTILITIES

Any comments received by staff will be forwarded to the Planning Board and County Commissioners. All easements will be shown on the final plat.

V. LEGAL AND PHYSICAL ACCESS

1. Legal access will be provided to all lots through private street easements placed on the final plat. The existing roads in this subdivision will not be county responsibility until such time as the county accepts them.
2. Legal access will be provided to Lots 3M & 3N through county approaches from Ulm-Vaughn Road.

VI. OPTIONS AND RECOMMENDATIONS

In making their recommendations and decisions, the Cascade County Planning Board and the Cascade County Commission shall consider the following:

A. relevant evidence relating to the public health, safety, and welfare;
B. the Summary of Probable Impacts;
C. the Cascade County Growth Policy; and
D. the provisions outlined in the Cascade County Subdivision Regulations and the Montana Subdivision and Platting Act.

VII. DECISION ALTERNATIVES

1. Approve the proposed subdivision.
2. Approve the proposed subdivision with conditions.
3. Table the proposed subdivision for further study.
4. Deny the proposed subdivision.

May 8, 2018 **AGENDA #2**

Agenda Action Report prepared for the Cascade County Commission

ITEM:	**Public Hearing** **Amend Cascade County Zoning Regulations Section 2 Definitions and Section 7.8.10 Uses Permitted upon Issuance of Special Use Permit in Mixed Use Zoning District**
INITIATED BY:	**Sun River Valley Public Schools/Gordon Lapke**
ACTION REQUESTED:	**Approval of Resolution of Intent and Subsequent Approval of Final Zoning Resolution**
PRESENTED BY:	**Alex Dachs, Senior Planner,** **Cascade County Planning Division**

BACKGROUND:
To consider the request of the Sun River Valley Public Schools and staff to update the existing Cascade County Zoning Regulations, specifically Section 7.8.10 (Uses Permitted Upon Issuance of a Special Use Permit in Mixed Use District), and to consider the request by staff to amend Section 2 (Definitions).

The definition "Community Residential Facility" was clarified, and the portion of the definition "serving eight or fewer persons" was removed. There are subgroups to this definition that could be restricted to serving a certain number of individuals.

A request to amend the Uses permitted upon issuance of a Special Use permit in a mixed use district was revised to include the use of a second dwelling or multifamily dwelling unit including duplex. This additional use was at the request of the Sun River Valley Public Schools, to provide in-district housing that is affordable in hopes of attracting and retaining educators.

ZONING ANALYSIS
Pursuant to MCA 76-2-203 and Chapter 1 of the Cascade County Zoning Regulations, all zoning amendment requests are to be considered in light of the following ten criteria and guidelines.

Criteria #1:

1. ***Made in accordance with the growth policy.***

State statutes specify the following uses and limitations on uses of the Cascade County Growth Policy:

MCA 76-1-605 Use of adopted growth policy.
(1) Subject to subsection (2), after adoption of a growth policy, the governing body within the area covered by the growth policy pursuant to 76-1-601 must be guided by and give consideration to the general policy and pattern development set out in the growth policy in the:

(a) authorization, construction, alteration, or abandonment of public ways, public places, public structures, or public utilities;
(b) authorization, acceptance, or construction of water mains, sewers, connections, facilities, or utilities; and
(c) adoption of zoning ordinances or resolutions.

(2) (a) A growth policy is not a regulatory document and does not confer any authority to regulate that is not otherwise specifically authorized by law or regulations adopted pursuant to the law.
(b) A governing body may not withhold, deny, or impose conditions on any land use approval or other authority to act based solely on compliance with a growth policy adopted pursuant to this chapter.
The 2014 Cascade County Growth Policy contains five goals which the policy defines as a broad, generalized expression of commonly held community values regarding growth, development patterns, and quality of life. They are intended to express the primary theme, or general intent and direction of the growth policy. Each goal also includes a subset of objectives which the growth policy defines as a more narrowly defined and concrete expression of community intent. The five goals and their related objectives are:

Goal 1: Sustain and strengthen the economic well-being of Cascade County citizens.

Objectives:
These primary goals are the same goals listed in the 2006 Cascade County Comprehensive Plan, as well as new additional goals. The planning board believes that these goals continue to provide the best overall direction for county planning.

A. Stimulate the retention and expansion of existing businesses, new businesses, value-added businesses, wholesale and retail businesses, and industries including agriculture, mining, manufacturing/processing and forest products.
B. Stabilize and diversify the county's tax base by encouraging the sustainable use of its natural resources.
C. Identify and pursue primary business development that complements existing business, which is compatible with communities, and utilizes available assets. Identify and pursue targeted business development opportunities to include, but not limited to, manufacturing/heavy industry, telecommunications, and youth/social services.
D. Promote the development of cultural resources and tourism to broaden

Cascade County's economic base.

E. Foster and stimulate well-planned entrepreneurship among the county's citizenry.
F. Promote a strong local business environment. Encourage and strengthen business support mechanisms such as chambers of commerce, development organizations and business roundtable organizations.
G. Improve local trade capture for Cascade County businesses. Promote local shopping as well as well-planned businesses and new businesses.
H. Network with and support other economic development efforts in the region and statewide, in recognition of Cascade County's interdependence with other communities and to leverage available local resources.
I. Encourage the growth of the agricultural economy.
J. Stimulate the growth of the economy by encouraging the use of alternate methods.

Goal 2: Protect and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

Objectives:

A. Foster the continuance of agriculture and forestry in recognition of their economic contribution and the intrinsic natural beauty of grazing areas, farmlands and forests.
B. Preserve Cascade County's scenic beauty and conserve its forests, rangelands and streams, with their abundant wildlife and good fisheries.
C. Preserve Cascade County's open space setting by encouraging new development to locate near existing towns and rural settlements and by discouraging poorly designed, land subdivisions and commercial development.
D. Assure clean air, clean water, a healthful environment and good community appearance.
E. Support the development of natural resources including but not limited to timber, mining, oil and gas production, and renewable energy production.
F. Continue to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund and Brownfields processes.

Goal 3: Maintain agricultural economy

Objectives:

A. Protect the most productive soil types.
B. Continue to protect soils against erosion.
C. Protect the floodplain from non-agricultural development
D. Support the development of value-added agricultural industry in Cascade County utilizing the products from the regional area.

Goal 4: Retain the presence of the U.S. Military in Cascade County

Objectives:

A. Encourage the federal congressional delegation to actively support maintaining the current mission status at a minimum.
B. Promote the location of additional military missions in Cascade County.
C. Encourage the reactivation of the runway at Malmstrom Air Force Base for fixed wing operations
D. Refer to the Joint Land Use Study for resolving conflicts and promoting mission compatible development.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

Objectives:

A. Maintain Cascade County's citizen's independent lifestyle and minimize local governmental intervention, to the extent possible, consistent with the requirements of a continually evolving economy and constantly changing population.
B. Preserve and promote Cascade County's rich cultural heritage, rooted in natural resource development and reflected in its numerous cultural/historic sites and archaeological areas.
C. Promote fire prevention measures throughout the county, giving special emphasis to the extreme fire hazards present at the wild land/urban interface.
D. Encourage the continued development of educational programs and facilities, recreational opportunities and spaces and health services for all county residents.

Goal 1: Sustain and strengthen the economic well-being of Cascade County's citizens.

Applicant: In regard to goal 1, the proposed zoning amendment to be in general compliance with the growth policy's goal to sustain and strengthen the economic well-being of Cascade County's citizens. Objectives A, B, C, F, G of this goal will be met as the additional proposed use allowed with a Special Use Permit in the Mixed-Use District deal with the economy and business in Cascade County. The economy would be strengthened by adding multi-family dwellings to the Special Use Permit list. It not only provides the opportunity for quality affordable housing to residents but promotes local business due to residents staying in Cascade County because of the affordable housing. This goal does not generally promote objective D, as this zoning amendment for allowed uses is not expected to promote the development of cultural resources and tourism to broaden the economic base.

Staff: The additional use to allow a second dwelling in a mixed used district, would not be expected to greatly impact the economic well being of residents in the County. There would be some economic stimulation while a home is under construction. While the use may not impact the objectives specifically, providing a residence for workers to live could promote the agricultural economy, promote new businesses in areas of mixed use (Vaughn, Fort Shaw, Ulm, Tracy, etc) due to the residents, new entrepreneurships, promoting new and existing business and natural resource development.

Goal 2: Protect and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

Applicant: Goal 2 objectives A, B, C, D would apply to the proposed amendment. By the amendment of duplex being added to the Special Use Permit list under the Mixed-Use zoning, it would give Cascade County communities the opportunity the develop housing within the communities themselves. Specifically, regarding objective C, the Special Use Permit process gives jurisdiction to the zoning committee to discourage poor developments and subdivisions.

Staff: Allowing a second dwelling in the mixed use district will encourage development to locate near existing towns and settlements, while promoting preservation of open space and natural beauty. This goal will be met to maintain rural character and promote natural resource development by locating homes near existing developments, preserving open space, and to discourage poor land use.

Goal 3: Maintain Agricultural Economy

Applicant: Goal 3 does not directly apply to the proposed amendment. The agricultural economy will be maintained as the development of duplex dwellings would not impede on any agricultural land but within the communities that are zoned as Mixed-Use.

Staff: Allowing a second dwelling in the mixed use district may allow for more farmland to be preserved as it can be farmed rather than be developed for housing. Allowing more housing near the agricultural land may promote the economy as farmers and ranchers may be able to live closer to where they work.

Goal 4: Retain the presence of the U.S. Military in Cascade County

Applicant: The proposed amendment will not affect any of Goal 4 objectives.

Staff: The mixed use districts are not in close proximity to Malmstrom Air Force Base or launch facilities and should not have any impact on current or future missions.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

Applicant: Goal 5 objectives A, B, D apply to the proposed amendment. It would promote living in Cascade County because quality housing that is affordable would be available to the residents in Mixed- Use zones, like Simms, MT. Specifically to this project, this amendment would help the local school district retain teachers. The school has had trouble keeping staff due to the lack of quality, affordable housing. They then choose to commute from out of the county. After so long they do not enjoy the commute and decide to leave the school district. This amendment would encourage the continued development of educational programs. Small communities that are zoned as Mixed-Use will be able to retain their teachers and staff to provide quality education to the local children.

Staff: This goal would be supported as the rural friendly independent lifestyle enjoyed by county residents would be maintained. Allowing a second dwelling in a mixed use district allows individuals to live in rural areas, where they do not need to commute long distances between work and home. The additional use of a second dwelling may help retain individuals working in the area and grow these small communities over time.

Overall Compliance:

Determining compliance with the growth policy for the proposed zoning regulation changes demonstrates the inherent tensions and contradictions between various goals and objectives. The intentionally broad language used in forming goals naturally leads to statements that are capable of multiple interpretations. Fully meeting one goal may mean that a land use action fully contradicts another. Staff also remains mindful that recent statutory changes to the Growth Policy Act and related court decisions make it clear that growth policies are not regulatory documents and may not be used to condition or deny a land use action.

With these principles in mind, staff finds the proposed changes generally complies with the 2014 Cascade County Growth Policy and the level of compliance is acceptable. The proposal meets the growth policy's goal to sustain and strengthen the economic well-being of the county's citizens. The proposal does not negatively affect Cascade County's rural character or agricultural economy. The growth policy's goal to retain the presence of the U.S. Military does not directly apply. The proposal would be expected to stimulate to have some impact on the local economy, while preserving independent lifestyle enjoyed by county citizens.

Criteria #2:

> **Whether the zoning regulations have been designed to secure safety from fire and other dangers.**
>
> There will be no danger or safety concerns with the proposed tract of land if a 'Duplex' is allowed on the site.
>
> Staff feels that amending the zoning regulation to allow a second dwelling in the mixed use district will secure safety from fire and other dangers as it is in close proximity to

existing development and volunteer fire departments and not at the far reaches of the county.

Criteria #3:

Whether the zoning regulations have been designed to promote public health, public safety, and general welfare.

Create quality affordable housing close to the local school.

Staff feels that public health, safety and welfare will be maintained. Most mixed use districts have water/sewer systems to benefit the community and reduce issues associated with individual septic systems which could impact nearby wells and public health.

Criteria #4:

Whether the zoning regulations have been designed to facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public requirements.

The proposed site is on a corner lot with streets on the north and east sides. An existing well is on site. It is anticipated that it will be abandoned and a new well will be drilled away from the proposed structure. The existing sewer line runs east and west in the street to the north of the site. Simms High School is located directly across Walker St. to the east of the site.

Staff feels that allowing a second dwelling will help facilitate transportation, water, sewage, schools, and other requirements as a second home will be located close to existing residences where these services are already in place rather than locating in an area where there are no services and must be established.

Criteria #5:

Whether the zoning regulations have been designed to provide adequate light and air.

The proposed amendment does not affect the current conditions of the site and adequate light and air will still be present.

Staff feels the proposed amendment should not impact adequate light and air.

Criteria #6:

Whether the zoning regulations have been designed to address effects on motorized and non-motorized transportation systems.

There is no affect on the transportation system but allows for non- motorized transportation (walking) to and from the local high school across the street. It is anticipated that school staff and faculty reside at the proposed duplex residence.

Staff feels that the amendment could impact non-motorized transportation and individuals may not need to commute long distances to work each day, but could walk or ride a bike if the home is in close proximity to where they work. This would also decrease the amount of motorized transportation by eliminating trips or long distance commutes that would not be needed.

Criteria #7:

Whether the zoning regulations have been designed to be compatible with urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities.

The site is within the original townsite of Simms.

Staff feels this amendment will be compatible with the townsite of Simms.

Criteria #8:

Whether the zoning regulations have been made with reasonable consideration to the district's peculiar suitability for particular uses.

The district would benefit by developing vacant lots and creating quality affordable housing.

Staff feels this request in the mixed use district is valid as the lot sizes are generally small in size and do not need to accommodate water and wastewater systems as the communities typically have a system.

Criteria #9:

Whether the zoning regulations have been made with a view to conserving the value of buildings.

It is anticipated that the value of existing buildings would see no change or increase in value due to the development of housing, especially across from a local educational facility.

Staff feels that the building values will be conserved in the future as other residences may be built nearby.

Criteria #10:

Whether the zoning regulations have been made with a view to encouraging the most appropriate use of land throughout the jurisdictional area.

The proposed amendment to allow 'Duplex' to be added to the list of uses in MU – Mixed Use section 7.8.10 Use Permitted Upon Issuance of a Special Use Permit would be compatible for all nearby municipalities. The proposed amendment still gives the jurisdiction to the Cascade County Zoning Review Board. It will allow users to propose the development of a duplex in the MU zoning districts and the review board to deem it appropriate or not through the Special Use Permit process outlined in the current Cascade County Zoning Regulations.

Staff feels that allowing second dwelling in mixed use district allows for appropriate uses of land through the area, as it conserves agricultural land and promotes development near existing towns.

PROCEDURAL HISTORY AND LEGAL NOTICES:

- Sun River Valley Schools met with Staff as they wanted to build a duplex in the town of Simms to be able to retain teachers and provided affordable, convenient housing for teachers. Proposed adding duplex or 2nd dwelling to uses permitted with Special Use Permit in Mixed Use District that would impact all the Mixed Use Districts.

- Legal notice of the Cascade County Planning Board hearing was published in the Great Falls Tribune on Sunday, March 11, 2018 and Sunday, March 18, 2018.

- The Planning Board held a public hearing during their March 20th meeting.

- Legal notice of the May 8, 2018 Cascade County Commission hearing was published in the Great Falls Tribune on, Sunday, March 11, 2018 and March 18, 2018

- Be posted not less than 45-days before the public hearing in at least 5 public places, as required by MCA 76-2-205. Notice of the public hearing was posted on March 12, 2018. The 45 day period was met on April 26, 2018.

PLANNING BOARD RECOMMENDATION:

The Cascade County Planning Board recommends, with a vote of 7-0, that the Cascade County Commission approve to amend Section 2, Definitions and Section 7.8.10, Uses Permitted Upon Issuance of a Special Use Permit in Mixed Use District.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

"I move that the Cascade County Commission after reviewing the staff report and proposed regulation changes to Section 2 (Definitions) and Section 7.8.10 (Uses Permitted Upon Issuance of a Special Use Permit in Mixed Use District) of the Cascade County Zoning Regulations, **deny** Resolution #18-44."

OR

"I move that the Cascade County Commission after reviewing the staff report and proposed regulation changes to Section 2 (Definitions) and Section 7.8.10 (Uses Permitted Upon Issuance of a Special Use Permit in Mixed Use District) of the Cascade County Zoning Regulations, **approve** Resolution #18-44 to amend and to adopt said changes."

Attachments: Amended Zoning changes
Resolution of Intent

public for purposes of recreation, sharing information, entertainment, social service, or similar activities; the term includes fraternal, social, or civic clubs, lodges, union halls, and the like.

COMMUNITY CULTURAL FACILITY

A place and/or building, or portion thereof, that is used or is intended for studying, reading, personal education, or for viewing the visual arts; the term includes libraries, museums, art galleries, observatories, and the like; the term does not include performing arts.

COMMUNITY GARDEN

An outdoor area that is used to grow vegetables, fruits, flowers, and the like by a group of unrelated individuals who primarily use what is grown for their personal use; the community garden can be divided into individual plots of land for the exclusive use of the person assigned each plot, or the entire garden may be a cooperative effort of any number of people, or a combination thereof.

COMMUNITY RESIDENTIAL FACILITY

Community residential facility ~~serving eight or fewer persons~~ is considered a residential use of property for purposes of zoning if the home provides care on a 24-hour-a-day basis. (MCA) 76-2-412.

Definition of community residential facility. "Community residential facility" means:
(1) a community group home for developmentally, mentally, or severely disabled persons that does not provide skilled or intermediate nursing care;
(2) a youth foster home, a kinship foster home, a youth shelter care facility, a transitional living program, or youth group home as defined in (MCA)52-2-602;
(3) a halfway house operated in accordance with regulations of the department of public health and human services for the rehabilitation of alcoholics or drug dependent persons;
(4) a licensed adult foster family care home; or
(5) an assisted living facility licensed under (MCA)50-5-227. (MCA)76-2-411.

Community group home

"Community home for persons with severe disabilities" means a family-oriented residence that is designed to provide residential services for two to eight persons with severe disabilities and that does not provide skilled or intermediate nursing care. This definition does not preclude the provision of skilled or intermediate nursing care by third-person providers. (52-4-202(1), MCA)

Youth foster home

"Youth foster home" means a youth care facility in which substitute care is provided to one to six children or youth other than the foster parents' own children, stepchildren, or wards.(52-2-602(12),MCA)

Youth group home

"Youth group home" means a youth care facility in which substitute care is provided to 7 to 12 children or youth. (MCA)52-2-602(13).

Halfway house

"Halfway house" means a community residential facility for treatment of substance use disorders. (ARM 37.106.1413(17))

Adult foster family care home

"Adult foster care home" means a private home or other facility that offers, except as provided in 50-5-216, only light personal care or custodial care to four or fewer disabled adults or aged persons who are not related to the owner or manager of the home by blood, marriage, or adoption or who are not under the full guardianship of the owner or manager.(50-5-101(5) (a),MCA)

Assisted living facility

A congregate residential setting that provides or coordinates personal care, 24-hour supervision and assistance, both scheduled and unscheduled, and activities and health-related services. (MCA)50-5-101(7).

COMPOSTING FACILITY

A place and/or building, or portion thereof, that is used or is intended for collecting and processing vegetation (but not food wastes) for composting; the term includes the storage and manipulation of materials prior to, during, and following composting.

CONCENTRATED ANIMAL FEEDING OPERATIONS (CAFO)

Concentrated animal feeding operation-means an animal feeding operation that is defined as a large concentrated animal feeding operation or as a medium concentrated animal feeding operation or that is designated as a concentrated animal feeding operation in accordance with 40 CFR, part 122. Two or more animal feeding operations under common ownership are considered to be a single animal feeding operation for the purposes of determining the number of animals at an operation if they adjoin each other or if they use a common area or system for the disposal of wastes. (MCA)75-5-801(2).

CONDOMINIUM

The ownership of individual dwelling units located on a lot or lots which are owned in common by individual unit owners, or any division of the interests in real property, including easements and leases of over five years, that have the effect of permitting more than one dwelling unit on a lot without the division of the fee simple interest in said lot.

CONIFEROUS

A plant with foliage that persists and remains green year-round.

CONSTRUCTION MATERIALS SALES

A place and/or building, or portion thereof, used or is intended for wholesale or retail sales of bulk construction materials such as roofing, lumber, bricks, component parts (trusses), and the

7.8 MU DISTRICT – MIXED USE DISTRICT

7.8.1 MINIMUM LOT AREA

No minimum required

7.8.2 BUILDING HEIGHT

No restrictions, except as regulated in the Military Overlay District.

7.8.3 YARDS REQUIRED

(1) **Front yard**

Fifteen (15) feet

(2) **Side yard**

Six (6) feet

(3) **Rear yard**

Ten (10) feet

(4) **Exclusion**

Yard requirement provisions shall not apply to ground level installation of exterior spot lighting allowed as an accessory use.

7.8.4 SIGNS

Signs shall be subject to the regulations contained in Section 8.1.
No signage advertising off-premise businesses allowed.

7.8.5 OFF-STREET PARKING

Off-street Parking shall be provided in accordance with Section 8.4.

7.8.6 LANDSCAPING

Landscaping requirements shall be in accordance with Section 8.18.

7.8.7 SITE PLAN

Site Plan Review and Approval, as required in Section 8.5.
In each case where a commercial building or use is proposed, the Zoning Administrator shall review the site plan of the proposal in accordance with Section 8.5 and shall approve, or approve with modifications, or disapprove such site plan. In modifying or disapproving such site plan, the Zoning Administrator shall enter his reasons for such action in Office of Zoning Administrator's records.

7.8.8 PERMITTED PRINCIPAL USES

(1) All permitted principal uses allowed in RR-5, SR-1, and SR-2 Districts

(2) Any retail or wholesale trade (excluding large equipment trade) including, but not limited to:

(a) Administrative Services.

(b) Agricultural Sales (small equipment/machinery).

(d) Auction Sales.

(e) Automotive, mobile home, marine, recreational vehicle and accessories sale and service.

(f) Building materials, hardware and farm equipment sales and service.

(g) Casino, provided it is not within 600 feet (measured in a straight line, without regard to intervening structures or streets, from the outer wall of the casino, to the outer wall of the preceding use) of an education facility (K-12), day care facility, or worship facility.

(h) Construction Material Sales.

(i) Contractor Yard, Small (8.15.1).

(j) Financial Services.

(k) Funeral Home.

(l) General Repair.

(m) General Sales.

(n) General Services.

(o) Health Care Center

(p) Health Care Facility.

(q) Hotel and Motel.

(r) Microbrewery.

(s) Off-Site Liquor Sales.

(t) Outdoor sports and recreation/entertainment.

(u) Professional Services.

(v) Restaurant.

(w) Recreational Vehicle Park.

(x) Retail.

(y) Secondhand Sales.

(z) Shopping Center.

(aa) Small Equipment Rental / Sales / Repair.

(bb) Specialty Sales.

(cc) Tavern.

(dd) Veterinary Clinic – Small Animal.

(ee) Vehicle Fuel Sales.

(ff) Vehicle Repair.

(gg) Vehicle Sales and Rental.

(hh) Vehicle Services.

(ii) Wholesale trade.

(jj) Instructional Facility.

(kk) Agricultural Commodity Storage Facility.

(3) Storage Facility, Self-Service where indoor storage space is provided for rent or lease and subject to the following conditions:

(a) Principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and

(b) Storage of flammable or explosive liquids, solids, or gases shall not be permitted.

(c) Landscaping requirements shall be in accordance with Section 8.18.

(d) All material must be stored inside units. Storage of licensed, operable, vehicles including but not limited to Recreational Vehicles, Cars, Trucks, Vans, Trailers, Boats, Motorcycles, and All Terrain Vehicles, may be outside provided that proper screening, approved by the Planning Director, as to shield these units will occur.

(4) Mobile Home Park / Mobile Home Court.

(5) On-Site Construction Office.

(6) Gravel Pit (open cut mining operation).

7.8.9 PERMITTED ACCESSORY USES LOCATED ON THE SAME LOT WITH THE PERMITTED PRINCIPAL USE

(1) Any customary use incidental to the permitted use but not including any permanent outdoor storage.

(2) Signs as covered in Section 8.1, pertaining to the permitted use and on the same lot therewith. No signage advertising off-premise businesses allowed.

(3) Exterior spot lighting of buildings or grounds, provided such sources be shaded from motorists on public roadways and be located so that the beams are not directed toward any lot in a residential district or public highway.

(4) Amateur Radio Station and/or Antenna, Meteorological Towers, Residential Wind Turbine not to exceed 50 kW may be used in the MU District subject to the requirements of Section 8.8 of these regulations.

(5) Home Occupations.

(6) Professional Office in a Residence.

7.8.10 USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT

(1) Manufactured housing sales.

(2) Veterinary clinic, large animal.

(3) Commercial kennel.

(4) Large equipment rental / Sales / Repair.

(5) Warehouse.

(6) Animal shelter.

(7) Administrative Government Center.

(8) Composting facility.

(9) Recycling center.

(10) Solid waste transfer station.

(11) Telecommunication facility.

(12) Bus transit terminal.

(13) Commercial parking lot.

(14) Parking structure.

(15) Taxi dispatch terminal.

(16) Artisan shop.

(17) Light manufacturing & assembly.

(18) Garage, Public.

(19) Indoor Entertainment.

(20) Indoor Sports and Recreation.

(21) Membership Club.

(22) Parking Garage.

(23) Tourist Home.

(24) Utility Installation, Minor.

(25) Worship Facility.

(26) A second dwelling, including accessory dwelling units (examples: 1 single family home with garage apartment; or 1 duplex for two families; or two single family homes).

7.8.11 USES SPECIFICALLY NOT PERMITTED

(1) Medical Marijuana Provider.

(2) Sexually-Oriented Businesses.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that pursuant to Montana Code Annotated Title 76, Chapter 2, Part 2, the Cascade County Commissioners will hold a public hearing on Tuesday, May 8, 2018 at 9:30 a.m. in Room 105 in Commissioner's Chambers of the Courthouse Annex (325 2nd Ave North, Great Falls, Montana) for the purpose of amending Section 2 (Definitions) and Section 7.8.10 (Uses Permitted Upon Issuance of a Special Use Permit in a Mixed Use Zoning District) of the Cascade County Zoning Regulations for the entirety of Cascade County excepting those areas within the boundaries of incorporated cities (Great Falls) and towns (Belt, Neihart, Cascade). The purpose of the proposed amendments is as follows: to update/clarify a definition, and add multi-family dwelling unit to Uses Permitted Upon Issuance of a Special Use Permit in a Mixed Use Zoning District.

The proposed zoning regulations are on file for public inspection at the office of the Cascade County Clerk and Recorder located at 121 4th Street North Suite B-1 Great Falls, the Cascade County Commissioners Office located at 325 2nd Ave North Great Falls, and the Cascade County Public Works Department Planning Division, 121 4th Street North Suite 2H/I, Great Falls, MT 59401. Any interested person may appear and speak for or against the proposed Zoning Regulation Amendment and may submit, in writing, any comments regarding said request to the Cascade County Planning Office prior to or during said public hearing. The Planning Division may be contacted at (406) 454-6905.

CASCADE COUNTY PLANNING DIVISION

/s/ Alex Dachs, Senior Planner

Publish Date(s): Sunday, March 11, 2018 and March 18, 2018

BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MT

RESOLUTION OF INTENTION
TO AMEND SECTIONS
2 AND 7 OF THE CASCADE
COUNTY ZONING REGULATIONS **Resolution 18-44**

WHEREAS, under the provisions of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution 05-018 on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, Montana Code Annotated, Section 76-2-205 allows the Board of County Commissioners to amend zoning regulations; and

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Cascade County Zoning Regulations, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend appropriate regulations for the various zoning districts; and

WHEREAS, legal notice of the Public Hearing regarding the amended sections was published in the *Great Falls Tribune* on Sunday, March 11, 2018 and Sunday, March 18, 2018.

WHEREAS, the Cascade County Planning Board on March 20, 2018, held a Public Hearing to allow any interested party to speak for or against the proposed revisions; and

WHEREAS, the Cascade County Planning Board during a Public Hearing held on March 20, 2018 discussed the above mentioned amended sections and on March 20, 2018 passed a motion recommending the County Commissioners approve the amended sections; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the County Commissioners regarding the above-mentioned amended sections;

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

Sections 2 and 7 of the Cascade County Zoning Regulations are hereby amended as set forth in Exhibit A attached hereto and by this reference incorporated herein.

The proposed amended sections are on file for public inspection at the office of the Cascade County Clerk and Recorder, Cascade County, Montana.

Dated this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY

_____
Jane Weber, Chairman

_____
Joe Briggs, Commissioner

_____
Jim Larson, Commissioner

Clerk and Recorder Attest

_____