1. 9:30 A.M. Commission Meeting

   Documents:
   
   1-25-2022 CM.PDF

1.I. 9:30 AM Commission Meeting

   Documents:
   
   1-25-2022 AGENDA DOCS.PDF
Agenda Topics:

Call to Order:   Chairman Briggs

Pledge of Allegiance:
Please note the agenda order is tentative and subject to change by the Board without prior notice. Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin. Public comment during public participation is limited to a maximum seven minutes.

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

Report of Approved Treasurer’s Monthly Report

Consent Agenda: The Consent Agenda is made up of routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

(A) Approval of Minutes and Minute Entries: January 11, 2022 * January 19, 2022

Resolution 22-07: Budget Appropriation within Fund 2918 increasing expenditures and revenues awarded from the 2021 Byrne Justice Assistance Grant (JAG) program. Total Amount: $16,974. (Ref: Resolution 21-63, R0420791)

Resolution 22-08: Budget Appropriation within Fund 2918 increasing expenditures and revenues awarded from the 2021 Marijuana K9 Replacement program. Total Reimbursable Amount: $3,303. (Ref: Contract 21-186, R042373)

Contract 22-08: MT DPHHS #22027210050 Commodity Supplemental Food Program (CSFP) with Area VIII Agency on Aging. Purposes: Provide supplemental food and nutrition education. Effective: October 1, 2021 - September 30, 2022. Initial Funding, not to exceed: $8,308. Ability to serve 430 clients @ $4.20/per client/per month.

City-County Health Department


1. Public Hearing
   Cascade County Needs Assessment Hearing
   Community Development Block Grant (CDBG) & American Rescue Plan Act (ARPA).

2. Motion to Approve or Disapprove
   Resolution 22-09: Affirming the Allocation of ARPA funds for the NeighborWorks Affordable Housing Project.

3. Motion to Approve or Disapprove
   Resolution 22-10: Affirming the Allocation of ARPA funds for Use as Local Match for Successful House Bill 632 Grant Application for Water and Sewer.

4. Motion to Approve or Disapprove
   Planning Board Appointments (3 Vacancies)  Term Expiration
   New Applicants: Tessa DeWitt Mike DeWitt Beth Schoenen 12/31/2023
   Dexter Busby (served 2 terms)
   Dan Johnstone (served 3 terms)
   Bruce Moore (served 1 term)

5. Motion to Approve or Disapprove
   Zoning Board of Adjustment Appointments (2 Vacancies)  Term Expiration
   New Applicants: Dexter Busby Tessa DeWitt 12/31/2023
   Mike DeWitt David Deffinbaugh
   Len Reed (served 2 ½ terms)

6. Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners’ jurisdiction. (MCA 2-3-103)

7. Adjournment.
The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom.
Webinar participants must register in advance for the Commission Meeting:
https://us02web.zoom.us/webinar/register/WN_jHaZUWN_SPmFByqOS5m6g
After registering, you will receive a confirmation email containing information about joining the webinar.
If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 844 6625 8443 Passcode: 920273

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<thead>
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<th>Agenda Topics:</th>
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**City-County Health Department**

**Contract 22-06:** MT DPHHS Task Order 22-07-4-51-013-0 Master Contract with Cascade County for one full-time STD Disease Intervention Specialist to conduct communicable disease investigation and intervention. Effective: January 1, 2022 - December 31, 2022. Total Amount: $65,407

<table>
<thead>
<tr>
<th>1. Public Hearing</th>
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<tr>
<td>Cascade County Needs Assessment Hearing</td>
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<td>Bruce Moore (served 1 term)</td>
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<td>Term Expiration</td>
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<tr>
<td>Len Reed (served 2 ½ terms)</td>
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<td>Term Expiration</td>
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<td>12/31/2023</td>
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| 6. Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners’ jurisdiction. (MCA 2-3-103) |

| 7. Adjournment. |
## TREASURER'S MONTHLY REPORT - BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS

### December 31, 2021

### BANK BALANCES:

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<tr>
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### INVESTMENTS:

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### OTHER BANK BALANCES:

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<td>Clerk of Court Restitution</td>
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<td>Sheriff's Commissary</td>
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<td>Sheriff's Civil</td>
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<td>Property Tax</td>
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### DISBURSEMENTS: Made in the current month.

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<td>Montana Motor Vehicle Division</td>
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<td>Montana Dept. of Revenue</td>
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<td>City of Great Falls</td>
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<td>Great Falls Public Schools</td>
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<td>Misc. Remittances</td>
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<td><strong>$41,808,856.93</strong></td>
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CASCADe COUNTY COMMISSION MEETING  
January 11, 2022  
Via Zoom and Conference room attendees  
9:30 A.M. 

Commission Journal #62

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on November 23, 2021.

Commission: Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.

Staff: Carey Ann Haight- Chief Deputy Attorney, Charity Yonker- Planning Director, Amber Hobbs- Planning, Brad Call- Disaster & Emergency Services Director, Mary Embelton-Finance, Bonnie Fogerty-Commission and Michelle Bruner-Deputy Clerk & Recorder

Attendees Via Zoom: Nicole Girten, Christina Wood, Phoebe Marcinek, Rae Grulkowski.

Public: Steve Erwin, Bowen Trystianson, Ronda Wiggers.

Call to Order: Chairman Briggs called the meeting to order. 00:04

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 01:10

Purchase orders and accounts payable checks: See agenda for payment information.

Commissioner Larson made a MOTION to approve purchase orders and accounts payable warrants. Motion carries 3-0 03:24-04:45

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Larson made a MOTION to 
(A) Approve minute entries December 14th, 22nd, and 28th 2021. 05:25
(B) Approval of Routine Contracts as Follows:

Resolution 22-01: Establishing a Regular Cascade County Commission Meeting Schedule for Calendar Year 2022. Required public notice by publication will be posted in the Great Falls Tribune. 05:33

Resolution 22-02: Establishing the daily rate of credit for incarceration for Calendar Year 2022.
Daily Per Diem Rate: $115.00 05:40

Contract 22-01: Notice of Intent with the Department of Military Affairs Disaster and Emergency Services Division for Regional Multi-Hazard Mitigation Plans. 05:49

Contract 22-02: Cascade County Disaster & Emergency Services Emergency Operations Plan (January 2022). Effective: January 2022 - January 2024. 06:08

Contract 22-03: State of Montana Board of Crime Control Grant Award, Subgrant: 21-CV01-92767, "COVID Relief Assistance" for the Cascade County Juvenile Detention Center. Effective: July 1, 2021-
June 30, 2022. Federal Coronavirus Emergency Supplement Funding: $38,633.44 (No County Match) 06:23

**Contract 22-04**: State of Montana Board of Crime Control Grant Award, Subgrant: 21-CV01-92770, “Keeping Cascade County Safe” for the Cascade County Sheriff’s Office. Effective: October 7, 2021-October 7, 2022. Federal Coronavirus Emergency Supplement Funding: $50,000.00 (No County Match) 06:48

**CITY/COUNTY HEALTH DEPARTMENT**

**Resolution 22-04**: Budget Appropriation for additional funding from the Public Health Emergency Program grant. Purpose: Workforce Crisis Development. Total Amount: $78,000 (Ref: Contract 21-176, Task Order 20-07-6-1-008-0, #4) 08:06

**Resolution 22-05**: Budget Appropriation for additional funding from the Healthy Montana Families grant. Purpose: Funds to be used for Parents as Teachers. Total Amount: $12,350 (Ref: Contract 21-187, Task Order 22-25-5-167-0 #1) 08:15

**Contract 22-05**: Cooperative Agreement between MT DPHHS and the Board of Health. Effective: January 1, 2022 - December 31, 2022. 08:43

**Agenda Item #1**

Motion to Approve or Disapprove:

**Resolution 22-03**: Resolution to extend the time to file an amendment plat to discontinue a portion of a street in accordance with Resolution 21-31, R0411973 a petition to discontinue a portion of a street within the subdivision known as Park Place Addition to Great Falls. 10:49

Location: In Section 13, Township 20 North, Range 03 East, P.M.M Cascade County, MT. Initiated by: Michael P. Charron. Presented by: Charity Yonker Planning Director 11:32

Commissioner Ryan made a **MOTION** to approve Resolution 22-03. 15:47

Motion carries 3-0 16:08

**Agenda Item #2**

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners’ jurisdiction. (MCA 2-3-103) None

Adjournment: Chairman Briggs adjourned this Commission Meeting at 09:49 a.m.
January 19, 2022 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on November 9, 2021.

Board of Cascade County Commissioners: Chairman Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.

Staff Present: Mary Embleton – Budget Officer, Phoebe Marcinek – Deputy County Attorney, Kim Thiel-Schaaf – Director for Aging Services, Chrissy Wood- Sheriffs Dept., Bowen Trystianson- Deputy Health Officer, Bonnie Fogerty Commission office, and Michelle Bruner Deputy Clerk & Recorder

Public Members Present: None

Chairman Briggs opened the work session meeting at 2:00 pm

Treasurer's Report: 00:31

Consent Agenda Items:

Planning Board Appointments (3 Vacancies) Term Expiration
Dan Johnstone (served 3 terms) 12/31/2023
Bruce Moore (served 1 term) 12/31/2023
M O V I N G  T O  R E G U L A R  A G E N D A

Zoning Board of Adjustment Appointments (2 Vacancies) Term Expiration
Dexter Busby 12/31/2023
M O V I N G  T O  R E G U L A R  A G E N D A

Resolution 22-07: Budget Appropriation within Fund 2918 increasing expenditures and revenues awarded from the 2021 Byrne Justice Assistance Grant (JAG) program. Total Amount: $16,974. (Ref: Resolution 21-63, R0420791) 02:21

Resolution 22-08: Budget Appropriation within Fund 2918 increasing expenditures and revenues awarded from the 2021 Marijuana K9 Replacement program. Total Reimbursable Amount: $3,303. (Ref: Contract 21-186, R042373) 03:35

Contract 22-08: MT DPHHS #22027210050 Commodity Supplemental Food Program (CSFP) with Area VIII Agency on Aging. Purposes: Provide supplemental food and nutrition education. Effective: October 1, 2021 - September 30, 2022. Reimbursable Amount Not to Exceed: $8,308. Ability to serve 430 clients @ $4.20/ per client/ per month. 04:24

AGENDA –

Public Hearing
Cascade County Needs Assessment Hearing
Community Development Block Grant (CDBG) & American Rescue Plan Act (ARPA) 10:09

Resolution 22-09: Affirming the Allocation of ARPA funds for the NeighborWorks Affordable Housing Project. 11:36

Resolution 22-10: Affirming the Allocation of ARPA funds for Use as Local Match for Successful House Bill 632 Grant Application for Water and Sewer. 12:04

There were no additional items to add to the meeting.

Adjournment: Chairman Briggs closed the work session meeting at 2:22 p.m.
January 25, 2022

Resolution 22-07

Agenda Action Report

*prepared for the*

Cascade County Commission

ITEM: Budget Appropriation to increase expenditures and revenues awarded from the 2021 Byrne Justice Assistance Grant (JAG) Program Award

ACTION REQUESTED: Approval of Resolution 22-07

PRESENTED BY: Chrissy Wood, Accountant, Accountant
Cascade County Sheriff's Office

BACKGROUND:
The City of Great Falls and Cascade County enter into a joint resolution adopting an Interlocal Agreement to apply for the 2021 Byrne Justice Assistance Grant. The total amount of the 2021 Byrne Justice Assistance Grant (JAG) Program Award (hereafter “the JAG Award”) is $42,435.00; and the City and County desire to split the grant fund $25,461.00 to City/$16,974.00 to Cascade County. The Budget Appropriation will increase expenditures and revenues in 2918-514.

AMOUNT: $16,974.00

RECOMMENDATION: Approval of Budget Appropriation 22-07

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chair, I move that the Commissioners **APPROVE** Resolution 22-07, increasing expenditures and revenues in 2918-514 for the 2021 Byrne Justice Assistance Grant (JAG) Program.

MOTION TO DISAPPROVE:
Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 22-07, increasing expenditures and revenues in 2918-514 for the 2021 Byrne Justice Assistance Grant (JAG) Program.
BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
2021 BYRNE JUSTICE ASSISTANCE (JAG) GRANT PROGRAM

RESOLUTION 22-07

WHEREAS, Cascade County and the City of Great Falls jointly apply for the Byrne Justice Assistance Grant (JAG) every year through the City of Great Falls Police Department for the purpose of funding additional equipment for both GFPD and the Cascade County Sheriff's Office; and

WHEREAS, funding was awarded to both law enforcement entities totaling $42,435 to be divided with $25,461 to the City and $16,974 to the County as per Resolution #21-63, R0420791 approved by Cascade County Commissioners on November 9, 2021; and

WHEREAS, a budget amendment is necessary to increase the expenditures budget in Fund #2918 by $16,974 offset by an increase in the revenue budget in Fund #2918 in the amount of $16,974 in grant revenue in order to utilize the grant funding in the manner outlined in Resolution 21-63; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2019, 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 25th Day of January, 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

__________________________
JOE BRIGGS, CHAIRMAN

__________________________
JAMES L. LARSON, COMMISSIONER

__________________________
DON RYAN, COMMISSIONER

ATTEST:

__________________________
CLERK & RECORDER/AUDITOR
mke
 REQUEST FOR BUDGET APPROPRIATION

Date: 1/5/2022
To: Cascade County Board of Commissioners

Program Name: Cascade County Sheriff's Office

CFDA # 14.738
Contract # 21-163
Responsible Department: Sheriff's Office

Prepared by: Chrissy Wood

Please approve the following budget changes:

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<th>Dept</th>
<th>Function</th>
<th>Account</th>
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Revenues

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Explanation of budget changes:
Budget appropriation for the 2021 Byrne Justice Assistance Grant (JAG) Program Award

Changes authorized by:

Department Head Signature or Date
Elected Official Signature

Cory Reeves
Print Name
## Budget Performance Report

Fiscal Year to Date 01/05/22

Include Rollup Account and Rollup to Object

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<th>Account Description</th>
<th>Adopted Budget</th>
<th>Budget Amendments</th>
<th>Amended Budget</th>
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WHEREAS, the Montana Interlocal Cooperation Act, codified at Mont. Code Ann. §7-11-101, et seq, permits local Governmental units to make the most efficient use of their powers by enabling them to cooperate with other local government units on the basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and,

WHEREAS, the Interlocal Cooperative Act provides that public agencies may authorize and approve interlocal agreements with other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

WHEREAS, Cascade County is a corporate political subdivision of the State of Montana pursuant to Mont. Code Ann §§ 7-1-2101 and 7-1-412 (15) and Mont. Const. Art. XI § 2, and as such is a “public agency”, as defined by Mont. Code Ann. §7-11-103; and

WHEREAS, the City of Great Falls, a municipality wholly located within Cascade County, is an independent corporate political subdivision of the State of Montana pursuant to Mont. Code Ann. §§ 7-1-4101 and 7-1-4121 (9) 7-1-4121(15), and 7-1-4111 (1) and Article XI sec. § 5, of the Constitution of Montana, and as such is a “public agency,” as defined by Mont. Code Ann § 7-11-103;

WHEREAS, the total amount of the 2021 Byrne Justice Assistance Grant (JAG) Program Award (hereafter “the JAG Award”) is $42,435; and

WHEREAS, the City and County desire to split the grant fund $25,461 to City / $16,974 to Cascade County and to use such funds for the purchase of interview room recording equipment (GFPD); and Watchguard Body Camera systems (CCSO).

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement, and
WHEREAS, Cascade County and the City of Great Falls believe it to be in their best interest to reallocate the grant funds and desire and intend to be bound under the terms and conditions set forth herein;

NOW, THEREFORE, PURSUANT TO THE Montana Interlocal Cooperation Act, and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged the County of Cascade and the City of Great Falls hereby agree as follows:

1. **Purpose of Agreement**

   In accordance with MCA § 7-11-105(1), the purpose of this agreement is to provide both parities with a share of the 2021 JAG Award for the purchase of WatchGuard interview room video recording systems and body camera systems. The parties do not intend to create any obligations express or implied other than those set out herein.

2. **Duration**

   In accordance with MCA § 7-11-105(1) the agreement shall be immediately effective upon its execution by the respective governing bodies of Cascade County and the City of Great Falls. This agreement shall terminate in conjunction with the JAG Award on September 30, 2024.

3. **No Separate Legal Entity Created**

   With regard to MCA § 7-11-105(2), the parties do not intend to create any separate legal entity by entering into this agreement. Moreover, the provisions of MCA § 7-11-105(4), (6), (7), (8) and (9) are not applicable to this agreement.

4. **Distribution of Assets**

   Upon termination of this agreement, Cascade County and the City of Great Falls shall retain and have exclusive title, responsibility, and control over all existing and after-acquired assets obtained by Cascade County and the City of Great Falls, respectively, under this agreement.

5. **Unilateral Termination**

   Due to the grant funding of this agreement, neither party shall have a right to unilateral termination of this Agreement. Ref. MCA § 7-11-105(5).

6. **Amendment**

   Except as otherwise expressly provided herein, this interlocal agreement may not be amended except by a written agreement of the undersigned parties, in conformance with the requirements of the Montana Interlocal Cooperation Act, codified at Title 7 Chapter 11, Par 1, Mont. Code Ann, and as such statutes may hereafter be amended.
7. **Time of Essence**

Time is of the essence in the performance of all provisions of this agreement.

8. **Severability**

If any term of this agreement should hereafter be declared or become void or unenforceable by judicial decree or operation of law, all other terms of this agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.

9. **Merger**

This interlocal agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

10. **Construction**

In the event of any ambiguity or imprecision in regard to the construction of the provisions of this agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this agreement shall be construed to affect the manifest intent and purpose of this agreement.

11. **Liability Claims**

Each party to this agreement shall be responsible for its own actions in providing services under the agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

12. **Third Party Beneficiaries**

By entering into this agreement the parties do not intend for any third party to obtain a right by virtue of this Agreement and shall not create any rights in any party not a signatory hereto.

13. **Assent**

Pursuant to Mont. Code Ann § 7-11-104, the undersigned Cascade County and the City of Great Falls hereby authorize, approve, and execute the terms of this interlocal agreement.

PASSED AND ADOPTED by the City commission of the City of Great Falls, Montana on this 2nd day of November, 2021

[Signature]

Gregory T. Doyon, City Manager
PASSED AND ADOPTED by the 2021 Board of County Commission, Cascade County, Montana on this ___ day of ___ , 2021.

Joe Briggs, Chair

James Larson, Commissioner

Don Ryan, Commissioner

APPROVED FOR LEGAL CONTENT*  

Carey Ann Haught  
Deputy Cascade County Attorney

Attest

On this ___ day of ___ , 2021, I hereby attest the above-written signature of the Board of 
Cascade County Commissioner

Rina Ft. Moore, County Clerk and Recorder

*By law, the City and County Attorney’s Offices may only advise or approve contracts or legal documents on behalf of its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).
January 25, 2022

Resolution 22-08

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Budget Appropriation to increase expenditures and revenues awarded from the Marijuana K9 Replacement Program 2021

INITIATED & PRESENTED BY: Chrissy Wood, Accountant
Cascade County Sheriff’s Office

ACTION REQUESTED: Approval of Resolution 22-08

BACKGROUND: The Cascade County Sheriff’s Office application for the Marijuana K9 Replacement Program (MKRP) 2021 has been approved for an additional $3,303.00. This is a reimbursement grant set forth per HB 701. The Budget Amendment Resolution will increase expenditures and revenues in 2918-557.

TERM: 2021 Grant Funding 7/1/2021 - 6/30/2025 (per HB 701 section 46)

AMOUNT: Reimbursement to CCSO $3,303.00

RECOMMENDATION: Approval of Budget Appropriation Resolution 22-08

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission approve Resolution 22-08, increasing expenditures and revenues in Fund 2918-557 in the amount of $3,303.00 offset by grant revenue from the Marijuana K9 Replacement Program (MKRP).

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission disapprove Resolution 22-08, increasing expenditures and revenues in Fund 2918-557 in the amount of $3,303.00 offset by grant revenue from the Marijuana K9 Replacement Program (MKRP).
BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

IN THE MATTER OF AN ADDITIONAL BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
MONTANA DEPARTMENT OF JUSTICE K-9 REPLACEMENT GRANT

RESOLUTION 22-08

WHEREAS, Cascade County Sheriff Jesse Slaughter applied for and received additional grant funding for the
Marijuana K-9 Replacement Program as provided by House Bill 701 during the 2021 Montana
Legislative Session and administered through the Montana Department of Justice; and

WHEREAS, the award for an additional $3,303 was accepted and acknowledged by the Cascade County Commissioners
via Contract 21-186, R0423735 to procure a new dog trained to detect drugs other than marijuana; and

WHEREAS, a budget amendment is necessary to increase the expenditures budget in Fund #2918 by
$3,303 offset by an increase in the revenue budget in Fund #2918 in the amount of $3,303
in grant revenue in order to utilize the grant funding in the manner outlined in contract 21-186; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2019, 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 25th Day of January, 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

______________________________
JOE BRIGGS, CHAIRMAN

______________________________
JAMES L. LARSON, COMMISSIONER

______________________________
DON RYAN, COMMISSIONER

ATTEST:

______________________________
CLERK & RECORDER/AUDITOR
mke
REQUEST FOR BUDGET APPROPRIATION

Date: 1/5/2022
To: Cascade County Board of Commissioners

Program Name: Cascade County Sheriff's Office

CFDA #
Contract #: 21-784
Responsible Department: Sheriff's Office

Prepared by: Chrissy Wood

Please approve the following budget changes:

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Explanation of budget changes:
Budget appropriation for additional grant funds from the DOJ for a drug K9 training

Changes authorized by:

Department Head Signature: [Signature]
Date: 1/1/2022

Elected Official Signature: [Signature]
Date: 1/10/2022

Cory Reeves
Print Name
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Run by SHF-Chrissey Wood on 01/05/2022 12:12:01 PM
December 20, 2021

Captain Scott Van Dyken  
Cascade County Sheriff’s Office  
3800 Ulm North Frontage Road  
Great Falls MT 59404

Re: Notification of Award MKRP Program – additional funding

Dear Scott,

This award letter is to notify you that your agency’s request for additional funding support through the second round of Marijuana K9 Replacement Program (MKRP) has been approved for $3,303.00. Your agency provided a quote and/or other supporting documentation along with your application.

Once your grant funding is received and subsequently expended, please submit a copy of a paid invoice documenting the expenditure of the funds. Documentation may be submitted by email to scrawford@mt.gov.

If you have any questions or concerns, please don’t hesitate to contact me.

Sincerely,

Steve Crawford, Bureau Chief  
Narcotics Bureau | Montana Division of Criminal Investigation  
Montana Department of Justice
Wood, Christina

From: VanDyken, Scott
Sent: Monday, December 20, 2021 10:28 AM
To: Crawford, Steve
Cc: Wood, Christina
Subject: RE: Additional K9 Funds

Sounds great Steve, thanks

----

Crawford, Steve

From: Crawford, Steve <SCrawford@mt.gov>
Sent: Monday, December 20, 2021 9:22 AM
To: VanDyken, Scott <svandyken@cascadecountymt.gov>
Subject: RE: Additional K9 Funds

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,

You guys are approved for $3,303.00.

Thanks and Happy Holidays!

Steve

Steve Crawford | Bureau Chief
Narcotics Bureau
Division of Criminal Investigation
Montana Department of Justice
PO Box 201417
Helena, Montana 59620
✉: scrawford@mt.gov | Fax: 406-444-2759
From: VanDyken, Scott <svandyken@cascadeountymt.gov>
Sent: Wednesday, December 15, 2021 6:35 PM
To: Crawford, Steve <Scrawford@mt.gov>
Cc: Wood, Christina <cwood@cascadeountymt.gov>
Subject: [EXTERNAL] Additional K9 Funds

Steve,

Per our conversation today, related to additional K9 Funds, I would respectfully request additional funding from your agency in the amount of $3303.07.

As noted in our original application, a new K9 is costing our agency $9000.00. (See attached quote). You can also see in the attachment, that I ordered our dog on October 27th 2021. As you can see in the below email, we have also made lodging arrangements for our Deputy, and document what his meal per-diem will cost our office. Below is an exact accounting of our expenses.

New Dog (Training Included)  $9000.00
Lodging                      $2,954.07
Meals                        $1,349.00
**Total expense**            **$13,303.07.**
Original Grant               $10,000.00

Remainder requested is $3303.07

Please let me know if you need any other supporting documentation and I will provide it to you.

Thanks
Scott

SERVICE to our community, COMMITMENT to our profession, ACCOUNTABILITY to all
Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Acceptance of Annual USDA Commodities Supplemental Food Program Contract between Montana DPHHS and Cascade County Aging Services

ACTION REQUESTED: Approve Contract #22-08

PRESENTED BY: Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:
The USDA Commodities Supplemental Food Program (CSFP) is administered in Montana by the Department of Public Health & Human Services (DPHHS) Intergovernmental Services Bureau and is open to persons over 60 years of age who meet income guidelines. The program provides approximately 40 pounds of staple foods to supplement the diets of low-income elderly in Montana to reduce food insecurity. DPHHS contracts with various agencies throughout the state to ensure that the program is available to anyone who might need it. Cascade County Aging Services provides the program via contract with the state to qualifying clients in Cascade County. The program is renewed annual. Case load for Cascade County on initial contract is 430 clients and initial reimbursement is $4.20/client/month. The contract provides funds only for distribution done through December 3, 2021 at this time due to Federal Continuing Resolutions for USDA. The scope of work for the contract runs October 1, 2021 through September 30, 2022. Initial authorization is for $8,308 and will be modified as additional continuing resolutions are approved by Congress and/or full funding for the fiscal year is approved. There are no local funds required to administer this contract.

RECOMMENDATION:
Staff recommends that the Commission approve Contract #22-08 acceptance of Annual USDA Commodities Supplemental Food Program contract with MT DPHHS on behalf of Cascade County Aging Services. Initial funding authorization is for $8,308. Contract valid October 1, 2021 through September 30, 2022.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners APPROVE Contract #22-08 acceptance of the annual contract between Montana DPHHS and Cascade County Aging Services for the administration of the USDA Commodities Supplemental Food Program.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners DISAPPROVE Contract #22-08 acceptance of the annual contract between Montana DPHHS and Cascade County Aging Services for the administration of the USDA Commodities Supplemental Food Program.
THIS CONTRACT, is entered into between the Montana Department of Public Health and Human Services, ("Department"), whose contact information is as follows: 1500 N. 6th Street, Helena, MT, 59601, Phone Number (406) 444-0640, and Fax Number (406) 444-2547, and County of Cascade, Area VIII Agency on Aging, ("Contractor") whose contact information is as follows: Federal Tax ID 81-6001343, DUNS Number 010360493, 1801 Benefis Court, Great Falls, MT, 59405, Phone Number (406) 454-6990, and Fax Number (406) 454-6991; respectively (collectively, the "Parties").

"Contractor" means a sub-recipient or non-federal entity as defined in 2 CFR 200.93.

RECITALS

Therefore, in consideration of the foregoing recitals, covenants, terms and conditions set forth herein, the Parties agree as follows:

SECTION 1. SERVICES/SCOPE OF WORK

A. This Contract constitutes the basic agreement between the parties to establish and operate the United States Department of Agriculture, Food and Nutrition Services, Commodity Supplemental Food Program (hereinafter referred to as the "USDA", "FNS", "CSFP") and to provide supplemental foods and nutrition education to eligible persons through state or local agencies, (the "Services"), as more particularly described in Attachment A: Scope of Work.

B. Time is of the essence under this Contract.

C. The Department and the Contractor, their employees, agents, contractors and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.

D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:

1. Contract (this instrument)
2. Attachment A: Scope of Work
3. Attachment B: Income Guidelines
4. Attachment C: Caseload Assignments
5. Attachment D: CSFP Contractors Remote Locations
6. Attachment E: Policy Memorandum FD-138
7. Attachment F: Federal and State Law Requirements
8. Attachment G: Insurance Requirements
9. Attachment H: Assurances

SECTION 2. TERM OF CONTRACT

The term of this Contract is from October 1, 2021 through September 30, 2022 unless terminated in accordance with the Contract. Renewals of this Contract, by written agreement of the parties, may be made at one-year intervals, or any interval that is agreed upon by both parties.

SECTION 3. CONSIDERATION AND PAYMENTS
Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. Other Programs as Payers for Services – Non-Duplication of Payment
   The Contractor may not seek compensation from monies payable through this Contract for costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

B. Billing Procedures and Requirements
   Payment shall be made in the sum/sums and on the date/dates specified as follows:
   The Department will reimburse an amount of $4.20 per client served for that month, not to exceed the assigned caseload listed in Attachment C of this agreement under FFY22 Continuing Resolution #1, not to exceed $8,308 through December 3, 2021.

1. Payment to the Contractor shall be made to:
   Area VIII Agency On Aging
   1801 Benefis Court
   Great Falls, Montana 59405

2. The Contractor must request reimbursement for actual allowable expenditures incurred on an invoice form provided by the Department by the 10th of the month following the month in which the Contractor made the expenditure. An accounting system generated report itemizing all services and expenses for reimbursement, must accompany each invoice and must support the amount request on the invoice. The Department shall issue payment to the Contractor within 30 days following receipt of an invoice from the Contractor for all verified expenditures. Reimbursement of expenditures may be delayed for failure to provide complete and accurate documentation as requested by the Department; and

3. No additional costs will be paid under the contract as reimbursement is based solely on the number of clients served.

C. Adjustments to Consideration
   The Department may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor’s delivery of services.

D. Sources of Funding
   The sources of funding for this Contract are 100% from a grant from USDA, Grant Award Document Number 3MT810815.

E. Erroneous and Improper Payments
   The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such
payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

The Department will issue the final payment to the Contractor for the Services when the Department has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

SECTION 4. CREATION AND RETENTION OF RECORDS

A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.

B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.

C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 5. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of 8 years from the completion date of this Contract.

C. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. The Department may direct the Contractor to modify the corrective action plan.
D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to the Department.

E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

A. The Contractor will not assign, transfer, delegate or subcontract any right or duty arising under this Contract without prior written approval from the Department.

B. Any assignment, transfer, delegation, or subcontracting of the Contractor’s rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 7. INDEMNIFICATION

A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney’s fees, to the extent caused by or arising out of Contractor’s performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.

B. The Department must give the Contractor notice of any allegation of liability and at the Contractor’s expense the Department shall cooperate in the defense of the matter.

C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 8. LIMITATIONS OF STATE LIABILITY

A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.

B. The Department shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.
SECTION 9. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment G, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 10. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result. The Department may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES

A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment F to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.

B. Civil Rights. The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 5; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

The Contractor may not discriminate in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.

C. The Contractor must submit the assurances, where applicable, set forth in Attachment F and attached as Attachment H, to this Contract prior to commencement of work under this Contract.

D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.

E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.

F. The Contractor must comply with all applicable Workers' Compensation requirements.

G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor must
hold the State of Montana harmless from any liability on account of any such taxes or assessments.

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

1. Sub recipient name: County of Cascade
2. Sub recipient Unique Entity Identifier: Duns #010360493
3. FAIN number: 223MT815Y8005
4. Federal award date: October 8, 2020
5. Federal award start and end date: October 1, 2021 to September 30, 2022
6. Total amount of funds obligated with this action: $8,308
7. Amount of funds obligated to sub recipient: $8,308
8. Total amount of the federal award: $8,308
9. Project description: Commodity Supplemental Food Program
10. Awarding agency/pass-through entity/contact info: USDA - Food and Nutrition Service See Section 18.
11. CFDA number/name: 10.565-Commodity Supplemental Food Program
12. Research and Development: No

SECTION 12. REGISTRATION OF OUT OF STATE ENTITIES

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

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

SECTION 13. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents or copyrights developed in connection with any services under this Contractor or information provided to the Contractor, both in hard-copy form and as may embodied on any recording and storage media, is deemed Department property and, upon request at the termination or expiration of this Contract, shall be delivered to the Department.

SECTION 14. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person.

2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department’s request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.
B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.

2. With its notice, the Contractor must provide the Department with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by the Department, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other information obtained through the Department, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by the Department prior to use, publication or release.

F. The information contained within this Contract and attachments, inclusive of Contractor’s proposal and its attachments, if any, and information otherwise provided to the Department in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, the Department has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 15. PROPRIETARY INFORMATION

A. Before the Department can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the
claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by the Department, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor, acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying the Department with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should the Department accept the claim as legitimate and as a result be subjected to administrative or legal contest.

B. The Department will provide the Contractor timely notice of any administrative or legal request or contest from a third-party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If the Department determines that such information is subject to the public right to know and must be released as requested, the Department will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 16. PUBLICITY AND DISCLAIMERS

A. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the Department. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.

D. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with contract monies to describe and promote services provided through this Contract.

SECTION 17. ACCESS TO PREMISES
The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor’s premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 18. LIAISON AND SERVICE OF NOTICES

Sara Loewen, Phone Number (406) 447-4265, Fax Number (406) 447-4287, sloewen@mt.gov, or their successor, is the liaison for the Department. Kim Thiel-Schaaf, Phone Number (406) 454-6990, Fax Number (406) 454-6991, kthiel-schaaf@cascadecountymt.gov, or their successor, is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties’ addresses set out in this Contract.

SECTION 19. FORCE MAJEURE

If the Contractor or the Department is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor’s finances shall not be considered a force majeure.

SECTION 20. CONTRACT TERMINATION

A. The Department may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. The Department terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor’s sole right and remedy. The Department has the right to terminate without cause even when a condition of force majeure exists.

B. The Department may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any Attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.

C. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:

1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor’s facilities, records and materials to fulfill these requirements.

SECTION 21. ADDITIONAL REMEDIES

A. Withholding Payments
If the Contractor fails to perform the services in conformance with the requirements of this Contract, the Department has the right, with notice, to withhold any and all payments directly related to the non-compliant services. The Department may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of the Department. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due
Amounts owed to the Department by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

C. If, in the Department’s reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from the Department, and the default is capable of being cured by the Department or by another resource without unduly interfering with continued performance by the Contractor, the Department, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising and staff time costs.

D. Stop Work Order

1. The Department may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by the Department after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.

2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. The Department, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.
E. Right to Assurance

If the Department, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the Department may demand in writing that the Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at the Department's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

F. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 22. CHOICE OF LAW, REMEDIES AND VENUE

A. This Contract is governed by the laws of the State of Montana.

B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.

SECTION 23. GENERAL

A. No statements, promises, or inducements made by the parties or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.

B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.

C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.

D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.

E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.

F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.

G. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

H. This Contract may be executed in counterparts, which together will constitute one instrument.
The parties through their authorized agents have executed this Contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: ___________________________ Date: ______________
Gene Hermanson, Title

CONTRACTOR

BY: ___________________________ Date: ______________
Area VIII Agency Director
Name, Title
ATTACHMENT A To Contract No. 22027210050

SCOPE OF WORK
This Contract shall govern the distribution of food commodities to eligible households living within the geographic boundaries of the Program Service Area of the "CSFP" Local Agency Contractor in accordance with the USDA approved Montana CSFP State Plan, 7 CFR Part 247 as revised April 15, 2013; 2 CFR 200; and 7 CFR, Part 250, Subchapter B.

SERVICES TO BE PROVIDED

A. The Contractor must provide the following goods or services:

For this contract period, the Contractor is assigned a caseload per month as indicated in Attachment C. The Contractor may not exceed their caseload unless approved in advance by the Department and maximize participation by distributing "unclaimed food packages" to certified waiting list person(s) as stated in Attachment C. At the option of the Department, the Contractor's slots may be increased if slots are available and the Contractor can provide evidence the additional slots will be utilized, or may be decreased if unused or if the total slots to the Department are decreased by USDA; confirmation of any increase or decrease shall be made by the issuance of a new Attachment C-1 by e-mail or facsimile and/or mail, in which case Attachment C-1 will become a part of this contract without a written amendment of the contract signed by the parties. Certification for eligible persons will be in accordance with 7 CFR Part 247.8, Part 247.9, Part 247.15, Part 247.16 and Part 247.17. Note: 2008 Farm Bill removed the priority system for assigning caseloads.

B. The Contractor agrees to:

1. administer the CSFP in accordance with the USDA approved Montana State CSFP Plan provisions of 7 CFR 247, and with the provision of part 7 CFR 250 of this Chapter unless they are inconsistent with the provisions of 247 as listed in Section 2, above at the certification and distribution sites listed for the Contractor in Attachment D;

2. be responsible and maintain appropriate insurance coverage for any loss resulting from improper distribution, or improper storage, care or handling of commodities;

3. be responsible for any misuse of program funds received under this program;

4. maintain and operate a CSFP office, storage and issuance facility(ies) and training of staff and volunteers that includes annual Civil Rights training and documentation;

5. maintain acceptable USDA security and storage standards in accordance with 7 CFR 250.14 for USDA Commodities held in its storage facilities against loss by fire, flood, theft or vandalism;

6. complete and provide to the Department all forms, reports and supporting documentation as requested by the Department;

7. provide to the Department within 30 days of receipt, a copy of the Audit Report from the most recently completed single agency audit which conforms with the requirements set forth in 2 CFR 200.501.

8. provide nutrition education as required in 7 CFR 247.18 and advise participants of the importance of health care;
9. provide written information on at least one occasion to participants or their legal representative(s) on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR 247.14 to include:

   a. the following programs to each elderly applicant, participant or legal representative:
      i. the Supplemental Security Income benefits provided under Title XVI of the Social Security Act,
      ii. the Medical assistance provided under Title XIX of the Social Security Act, including medical assistance provided to a qualified Medicaid and Medicare beneficiaries; and,
      iii. the Food Stamp Program.

10. determine client eligibility for services under this contract within 10 days of application; each application to be date stamped upon receipt:

   a. in accordance with the requirements of Section 8, Limitations and Eligibility;
   b. take steps to prevent and detect dual participation, as required in 7 CFR 247.19;
   c. provide notification of eligibility to include information on the time, location, and means of food distribution, and the length of the certification period; or,
   d. provide written notification of placement on a waiting list for categorically eligible clients when maximum caseload is being utilized by the local agency; or,
   e. provide written notification of ineligibility within 10 days of application and must include reason for ineligibility, statement of an individual's right to a fair hearing to appeal the decision in accordance with 7 CFR 247.33(a) and a statement that program standards are applied without discrimination by race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

11. notification of discontinuance must be made in writing 15 days before the effective date of the discontinuance according to the following:

   a. notification must be made when there is evidence that a participant is no longer eligible for CSFP benefits during the certification period; or,
   b. when there is a lack of resources necessary to continue providing benefits to the participant; and,
   c. must include the effective date of discontinuance, the reason for the discontinuance, a statement of the individual's right to appeal the discontinuance through the fair hearings process in accordance with 7 CFR 247.33(a) and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

12. distribute and use of CSFP commodities in accordance with the FNS approved food package guide rate and in accordance with 7 CFR 247.10 to eligible persons up to but not exceeding the assigned caseload slots as stated in A. of this Section, above; to include;
a. order only the amount of food necessary for a full food package distribution for the pre-determined monthly or every two-month cycle by adjusting for physically counted remaining inventory from the previous cycle;

b. submit orders to the Department to allow sufficient time for the order to be processed, scheduled and delivered;

c. require proper identification be presented by each participant or participant’s proxy prior to issuance of the food package;

d. for each distribution cycle maintain food package issuance records at a minimum to include cycle month(s)/year, client name, total served and an authorized issuance site signatory;

a. no excess inventory be maintained, unless authorized in writing by Department, beyond that of uneven case units and no show/unissued food packages (example: 12 cheese to case, 11 assigned clients = 1 excess unit, 10 picked up and 1 unit no show = 2 units remaining). Any remaining inventory must be accounted for in monthly inventory reports and included in the next distribution cycle.

13. Make available for inspection to representatives of the State agency, its representatives or the USDA during normal business hours or at other reasonable times the USDA Foods in storage and the facilities or warehouse used in the handling and storage of these foods;

14. conduct program outreach activities and maintain a waiting list of unserved clients that exceed the slots allocated to the Contractor of Attachment C according to the requirements of 7 CFR 247.11; and,

15. pursue claims in excess of $100 against participants determined to have improperly received commodities to recover the cost of the commodities received or improperly used according to 7 CFR 247.30 (c).

16. require all religious affiliated sub-agency contractors to comply with USDA policy Memorandum FD-138 “Written Notice and Referral Requirements for Beneficiaries Receiving TEFAP and CSFP Benefits from Religious Organizations” hereby made a part of the Agreement as Attachment E contained herein.

C. Time is of the essence under this contract. Uninterrupted and continuous delivery of the contracted goods and services is required.

D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified and credentialed as required by law.

E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this contract.
REPORTS

A. The Contractor agrees to collect data, complete and submit all reports and documents as requested by the Department and in accordance with the guidelines and specifications established by the CFR and state plan.

B. The Contractor shall submit:

1. The FNS-153, Monthly Report of the Commodity Supplemental Food Program on or before the 15th of the month, following the monthly period covered by the report. THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT;

2. a Department invoice at least monthly claiming reimbursement for the number of participants served during the invoice period by month with supporting documentation;

3. the FNS-191 Racial/Ethnic Report annually based on the April participation by June 15th; and

4. a final invoice consisting of the report indicated in number 1 of this Part and any unexpended funds, is due no later than October 31, 2021.
Attachment B To Contract No. 22027210050

INCOME GUIDELINES
FFY 2021 Initial Exhibit B

2021 Commodity Supplemental Food Program (CSFP)

ELDERLY INCOME GUIDELINES

130% OF POVERTY LEVEL OR LESS

Guidelines Effective March 12, 2021

130% OF POVERTY INDEX

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<th>HOUSEHOLD SIZE</th>
<th>FEDERAL POVERTY 2019 GUIDELINES ANNUAL</th>
<th>CSFP ELDERLY ELIGIBILITY GUIDELINE - 130% OF POVERTY</th>
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For each add'l family member, add...........

$4,540 $5,902 $492 $246 $227 $114

Based on the US Department of Health and Human Services Annual Update of the Poverty Guidelines as published in the Federal Register #86 FR 7732, pages 7732-7734, Document #2021-01969
Attachment C To Contract No. 22027210050

CASELOAD ASSIGNMENTS
CASELOAD ASSIGNMENTS FOR THE PERIOD
Beginning January 1, 2021

This is the January 1, 2021 agency caseload slot assignment for Federal Fiscal Year 2021 CSFP contracts. Caseloads will be reassessed MONTH-BY-MONTH and new caseload assignments may be made throughout the remainder of FFY 2021.

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<tr>
<th>AGENCY NAME</th>
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Estimated CASELOAD: 5,865

REGULATIONS: Federal statutes (7 CFR 247.21) state a base caseload for the following year will be based on the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year. Final caseload assignments are dependent on Congressional funding and Presidential signature of the Annual Agriculture Bill.
Attachment D To Contract No. 22027210050

CSFP CONTRACTORS REMOTE LOCATIONS
ATTACHMENT “D”

FFY2021
CSFP CONTRACTORS REMOTE LOCATIONS
(ASTERIX INDICATES CONTRACT IN PLACE)

Full Caps Agencies are contracted by the state to provide CSFP services in their areas (Currently there are 12 Local Agency Contracts renewed annually). * indicates a subcontracted agency to provide certification services, outreach and nutritional education and ** indicates a site designated by the state contracted local agency to receive commodity deliveries to store, create individual food packages and distribute food packages to participants (there are 48 sites that receive deliveries of commodities in case lots)

GALLATIN VALLEY FOOD BANK - Area IX HRDC
602 BOND
BOZEMAN, MT 59715

COMMUNITIES AND SURROUNDING AREAS SERVED:
Belgrade – Issuance – Mobile Delivery – 586-7600
** Bozeman – Cert & Issuance – Gallatin Valley Food Bank – 586-7600
Clyde Park – Issuance – Livingston Food Pantry – 222-5335
Emigrant – Issuance – Livingston Food Pantry – 222-5335
Ennis – Issuance – Mobile Delivery – 586-7600
Gallatin Gateway – Issuance – Mobile Delivery – 586-7600
Gardiner – Issuance – Gardiner Food Pantry – 222-5335
Harrison-Issuance – Mobile Delivery – 586-7600
Livingston – Issuance – Livingston Food Pantry – 222-5335
Manhattan – Issuance – Mobile Delivery – 586-7600
Pony – Issuance – Mobile Delivery – 586-7600
Pray – Issuance – Mobile Delivery – 586-7600
Three Forks – Issuance – Mobile Delivery – 586-7600
West Yellowstone – Issuance – Gallatin Valley Food Bank
Wilsall – Issuance – Mobile Delivery – 222-5335
Willow Creek – Issuance – Mobile Delivery – 586-7600
COUNTRIES SERVED: Gallatin, Madison and Park

AREA V AGENCY ON AGING
1015 SOUTH MONTANA STREET
BUTTE, MT 59701

COMMUNITIES AND SURROUNDING AREAS SERVED:
** Anaconda – Certification and Issuance – 115 E Pennsylvania – 563-3504
** Butte – Certification and Issuance – 1015 S Montana – 782-5555
ATTACHMENT D – FFY2021 CSFP CONTRACTORS REMOTE LOCATIONS

** Deer Lodge – Certification and Issuance – Courthouse – 846-9789
** Dillon – Certification and Issuance – Mobile Delivery – 865-0749
Phillipsburg – Certification and Issuance – Granite County Hospital – 552-9903

COUNTIES SERVED: Beaverhead, Deer Lodge, Granite, Silver Bow, and Powell

NORTH CENTRAL AGENCY ON AGING-Area III AOA
311 S. Virginia, Suite 2
CONRAD, MT 59425-2532

COMMUNITIES AND SURROUNDING AREAS SERVED:
- Big Sandy – Issuance - Sr Center – 378-2405
** Browning – Certification and Issuance – Food Bank – 338-7340
- Choteau – Issuance – PO Box 13 – 759-5244
- Cut Bank – Issuance – 715 E Main – 873-2961
- Dupuyer – Issuance – Mobile Delivery – 279-3527
- Dutton – Issuance – Sr Center – 476-3227
- Fairfield – Issuance – Mobile Delivery – 476-3424
- Fort Benton – Issuance – 1408 Front Street – 622-3601
** Harlem – Certification and Issuance – Ft. Belknap Sr Ctr - PO Box 66 – 353-8417
- Heart Butte – Certification and Issuance – Sr Center – 338-2222
- Kevin – Issuance – Mobile Delivery
- Power – Issuance – Mobile Delivery – 476-3424
- Shelby – Issuance – 739 N Benton – 434-2992
- Sunburst – Issuance – Mobile Delivery
- Valier – Issuance – Mobile Delivery – 279-3527

COUNTIES SERVED: Blaine, Choteau, Glacier, Liberty, Pondera, Teton, and Toole

ACTION FOR EASTERN MONTANA (AEMT) Area I AOA
PO BOX 1309
2030 NO MERRILL
GLENDALE, MT 59330

COMMUNITIES AND SURROUNDING AREAS SERVED:
*** Baker – Certification and Issuance – PO Box 1025 – 778-3595
*** Broadus – Certification and Issuance - PO Box 266 – 436-2635/436-2646
(Manor), Delivery – 119 N. Park Avenue
*** Circle – PO Box 442, 485-2418
*** Ekalaka – Certification and Issuance – PO Box 504 – 775-8751
*** Forsyth – Certification and Issuance – PO Box 1256 – 346-2878
*** Glasgow – Certification and Issuance – 501 Courthouse Square #16 – 228-9500
*** Glendive – Certification and Issuance – 604 Grant Street – 377-3791
*** Hysham- Certification and Issuance – PO Box 201/405 ½ Pioneer Ave – 342-5886
*** Jordan – Certification and Issuance – PO Box 364 - 852-4588
*** Malta – Certification and Issuance – PO Box 1267 – 654-1235
*** Miles City – Certification and Issuance – 1010 Main Street Ste 12 – 874-3482
ATTACHMENT D – FFY2021 CSFP CONTRACTORS REMOTE LOCATIONS

** Nashua – Certification and Issuance – PO Box 105/709 Front Street – 746-3370
** Plentywood – Certification and Issuance – 100 W. Laurel Ave – 765-3412
** Sidney – Certification and Issuance – 123 W. Main/1201 W. Holly Street #1,433-4353
** Terry – Certification and Issuance – PO Box 873 - 635-5364
** Wibaux – Certification and Issuance – 102 Mingus Road – 796-2645
** Wolf Point – Certification and Issuance – 124 Custer Street – 653-6221

COUNTIES SERVED: Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Prairie, Richland, Roosevelt, Rosebud, Powder River, Sheridan, Treasure, Valley and Wibaux

AREA VIII AGENCY ON AGING (RSVP)
1801 BENEFIS COURT
GREAT FALLS, MT 59405

COMMUNITIES AND SURROUNDING AREAS SERVED:
Belt – Issuance – Mobile Delivery – 454-6990
Cascade – Issuance – Mobile Delivery – 454-6990
Centerville – Issuance – Mobile Delivery – 454-6990
** Great Falls – Certification and Issuance and Mobile Delivery – 454-6990
Fort Shaw – Issuance – Mobile Delivery – 454-6990
Monarch – Issuance – Mobile Delivery – 454-6990
Neihart – Issuance – Mobile Delivery – 454-6990
Ulm – Issuance – Mobile delivery – 454-6990
Vaughn – Issuance – Mobile Delivery – 454-6990
COUNTIES SERVED: Cascade

RAVALLI COUNTY COUNCIL ON AGING
310 OLD CORVALLIS RD
HAMILTON, MT 59840

COMMUNITIES AND SURROUNDING AREAS SERVED:
Corvallis - Mobile and Home Delivery & Certification - 363-5690
Darby - Mobile and Home Delivery & Certification - 363-5690
Florence – Home Delivery & Certification - 363-5690
**Hamilton – Issuance & Certification @ 310 Old Corvallis Road and Home Delivery - 363-5690
Stevensville - Mobile and Home Delivery & Certification - 363-5690
Sula – Mobile and Home Delivery & Certification - 363-5690
Victor - Mobile and Home Delivery & Certification - 363-5690
COUNTY SERVED: Ravalli
ATTACHMENT D – FFY2021 CSFP CONTRACTORS REMOTE LOCATIONS

AREA X AGENCY ON AGING
2 2ND ST. WEST
HAVRE, MT 59501

COMMUNITIES AND SURROUNDING AREAS SERVED:
Chinook – Issuance - 324 Pennsylvania Ave – 357-2648
** Havre – Certification & Issuance – 2 West 2nd St – 265-5464
Harlem – Senior Center
COUNTY SERVED: Hill

ROCKY MTN DEVELOPMENT COUNCIL (RMDC) – Area IV AOA
201 SO LAST CHANCE GULCH
HELENA, MT 59601

COMMUNITIES AND SURROUNDING AREAS SERVED:
Augusta – Issuance – 134 Main St – 562-3623
Avon-@ Avon Post Office
Boulder – Issuance – Main St. – 225-3656
Elliston-@ Post Office
** Helena – Certification - 201 So Last Chance Gulch – 457-7317, Issuance – Helena Food Share – 1616 Lewis – 443-3663
Lincoln – Issuance – Main St – 362-4504
Townsend – Issuance – 516 2nd St – 266-3995
White Sulpher Springs – Issuance – Mobile Delivery – 547-3651
Whitehall – Issuance - 3 No. Division – 287-5336
Wolf Creek – Issuance – Wolf Creek School – no phone
COUNTIES SERVED: Broadwater, Jefferson, Lewis & Clark, Powell and Meagher

FLATHEAD FOOD BANK
1203 HIGHWAY 2 WEST – SUITE 2
KALISPEL, MT 59901

COMMUNITIES AND SURROUNDING AREAS SERVED:
** Kalispell – Certification - Issuance - Mobile Delivery – 752-3663
Big Fork – Issuance – Mobile Delivery
Columbia Falls – Issuance – Mobile Delivery
Coram – Issuance – Mobile Delivery
Hungry Horse – Issuance – Mobile Delivery
Lakeside – Issuance – Mobile Delivery
Marion – Issuance – Mobile Delivery
Martin City – Issuance – Mobile Delivery
Whitefish – Issuance – Mobile Delivery
COUNTY SERVED: Flathead
ATTACHMENT D – FFY2021 CSFP CONTRACTORS REMOTE LOCATIONS

MISSOULA FOOD BANK
1720 WYOMING ST
MISSOULA, MT  59801

COMMUNITIES AND SURROUNDING AREAS SERVED:
Alberton – Issuance – Pick-up & Mobile Delivery – 549-0543
Arlee – Issuance – Pick-up Only – 549-0543
Bonner – Issuance – Pick-up & Mobile Delivery – 549-0543
Clinton – Issuance – Pick-up & Mobile Delivery – 549-0543
Drummond – Issuance – Pick-up Only – 549-0543
East Missoula – Issuance – Pick-up & Mobile Delivery – 549-0543
Florence – Issuance – Pick-up Only – 549-0543
Frenchtown – Issuance – Pick-up & Mobile Delivery – 549-0543
Huson – Issuance – Pick-up & Mobile Delivery – 549-0543
Lolo – Issuance – Pick-up & Mobile Delivery – 549-0543
Milltown – Issuance – Pick-up & Mobile Delivery – 549-0543
Missoula – Certification & Issuance @ Missoula Food Bank – Pick-up & Mobile Delivery – 549-0543
Potomac – Issuance – Pick-up & Mobile Delivery – 549-0543
Seeley Lake – Issuance – Pick-up & Mobile Delivery – 549-0543

COUNTY SERVED: Missoula

AREA VI AGENCY ON AGING
110 MAIN STREET – SUITE 5
POLSON, MT  59860-2316

COMMUNITIES AND SURROUNDING AREAS SERVED:
*Sanders County COA – Certification - PO Box 339 – Hot Springs – 741-2343
** Hot Springs Senior Center- Issuance -101 Main Street – 741-2344 – Both Pickup and Mobile Delivery
** Plains Senior Center– Issuance - 205 Meany – 826-3018 - Both pickup and Mobile Delivery
** Thompson Falls Senior Center– Issuance - 1191 Mt. Silcox Rd – 827-3457 - Both pickup and Mobile Delivery
** Trout Creek Senior Center – Issuance – 10 Larch Street- 827-4461 – Both pickup and Mobile Delivery
*Lake County COA - Certification – 528 Main St – Ronan – 676-2367
Arlee Senior Center – Both pickup & Mobile Delivery – 676-2367
St. Ignatius Senior Center – Both pickup and Mobile Delivery – 676-2367
Mission Valley Senior Center - Both pickup and Mobile Delivery – 676-2367
Charlo Senior Center – Both pickup and Mobile Delivery – 676-2367
** Pablo Christian Church – Both pickup and Mobile Delivery – 676-2367
** Polson Senior Center - Both pickup and Mobile Delivery – 883-4735
Elmo – Mobile Delivery – 676-2367
*Mineral County – St. Regis Community Center – 678-4240
** St. Regis – Certification & Issuance – Community Center – 39 Lobo Loop – 649-2637 - Both pickup and Mobile Delivery
Superior – Mobile Delivery out of St. Regis – 649-2637
ATTACHMENT D – FFY2021 CSFP CONTRACTORS REMOTE LOCATIONS

Alberton – Alberton Senior Center – 722-3372 - Both pickup and Mobile Delivery
*Lincoln County Commissioners – PO Box 2012 – Eureka – 297-3139
** Libby - Certification & Issuance – VFW – 114 W 2nd - 293-7316 - Both pickup and Mobile Delivery
** Troy – Certification & Issuance – Community Baptist Church – 725 E Missoula Ave – 295-4206 - Both pickup and Mobile Delivery
** Eureka - Certification & Issuance – Eureka Fellowship Church – 297-7729 - Both pickup and Mobile Delivery

COUNTIES SERVED: Lake, Lincoln, Mineral and Sanders

AREA II AGENCY ON AGING
PO BOX 127
1502 4TH ST WEST
ROUNDUP, MT 59072

COMMUNITIES AND SURROUNDING AREAS SERVED:
** Big Timber – Certification & Issuance – 1st Congregational Church UCC – PO Box 250 / 59011 – 932-4587 – Sweet Grass County service area
** Billings – Certification & Issuance – Family Service – PO Box 1020 – Billings, MT 59103 - 259-2269 –service area includes Yellowstone County & - Mobile Delivery - Lewistown – for Fergus & Judith Basin Counties service area
** Hardin – Certification & Issuance – Helping Hands in Hardin – 825 West 3rd – 665-2997 or 665-3462 – Big Horn County service area
** Harlowton – Certification & Issuance American Lutheran Church – PO Box 217, 59036 – 632-4569 Wheatland County service area
** Joliet – Certification & Issuance - Carbon/Stillwater Community & Senior Programs– PO Box 197 – 962-3800 – Carbon and Stillwater Counties
** Lame Deer – Certification & Issuance – Senior Center @ ShoulderBlade Complex- PO Box 470 - 477-8707 – N. Cheyenne Reservation service area
** Roundup – Certification & Issuance - Musselshell County Food Bank/MCCOA- 26 Main St, Roundup 59072 – 323-2810 or 320-1914-Musselshell, Golden Valley & Petroleum County service area

COUNTIES SERVED: Bighorn, Carbon, Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum, Stillwater, Sweet Grass, Wheatland, and Yellowstone

**
Attachment E To Contract No. 22027210050

POLICY MEMORANDUM FD-138
United States Department of Agriculture

Food and Nutrition Service
3101 Park Center Drive
Alexandria, VA 22302-1500

DATE: June 10, 2016

POLICY NO: FD-138: The Emergency Food Assistance Program (TEFAP), Commodity Supplemental Food Program (CSFP)

SUBJECT: Written Notice and Referral Requirements for Beneficiaries Receiving TEFAP and CSFP Benefits from Religious Organizations

The purpose of this memorandum is to clarify the written notice and referral requirements for religious organizations that receive USDA Foods or administrative funds as part of the Emergency Food Assistance Program (TEFAP) or the Commodity Supplemental Food Program (CSFP). The U.S. Department of Agriculture’s (USDA) overarching regulation on equal opportunity for religious organizations to participate in USDA assistance programs can be found at 7 CFR Part 16. The final rule entitled Federal Agency Final Regulations Implementing Executive Order 13559: Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations (Final Rule) amended 7 CFR Part 16 and directed agencies to provide policy guidance or reference materials on a number of program-specific topics. Religious organizations participating in TEFAP or CSFP must comply with these final regulations by July 5, 2016. Please note, Child Nutrition (CN) Programs, including USDA Foods in CN Programs, are treated in the same manner as an indirect assistance program under 7 CFR Part 16 and are therefore not subject to the notice and referral requirements contained within this memorandum.

Beneficiary Protections: Written Notice

In accordance with 7 CFR Part 16.4(f), faith-based or religious organizations that receive USDA Foods or administrative funds for TEFAP or CSFP must give written notice in the manner prescribed by this policy memorandum to all beneficiaries and prospective beneficiaries of the right to be referred to an alternate provider when available. The written notice must state that:

(i) The organization may not discriminate against beneficiaries on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;

(iii) The organization must separate in time or location any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;

(iv) If a beneficiary objects to the religious character of the organization, the organization will undertake reasonable efforts to identify and refer the

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beneficiary to an alternate provider to which the prospective beneficiary has no objection; the organization may not be able to guarantee, however, that in every instance, an alternate provider will be available; and

(v) Beneficiaries may report violations of these protections (including denials of services or benefits) by an organization to the State agency (http://www.fns.usda.gov/fdd/food-distribution-contacts). The State agency will respond to the complaint and report the alleged violations to their respective USDA FNS Regional Office (http://www.fns.usda.gov/fns-regional-offices).

Organizations, inclusive of all recipient agencies and local agencies certifying potential beneficiaries and providing TEFAP and CSFP benefits to participants, must provide the written notice, per the program specific requirements described below, to applicants prior to the time they enroll in the program or receive services from such programs.

**TEFAP**

Preamble language to the final rule amending 7 CFR Part 16 provided for an exception to the individual written notice of beneficiary protections requirement. When the service provided to the beneficiary involves only a brief interaction between the provider and the beneficiary, and the beneficiary is receiving what may be a one-time service from the provider (such as a meal at an emergency kitchen or food for home consumption at a food pantry), the service provider may post the written notice of beneficiary protections in a prominent place, in lieu of providing individual written notice to each beneficiary.

This exception is applicable only to TEFAP. Accordingly, religious organizations providing TEFAP services can comply with the federal regulations and meet the requirements of this guidance memorandum by posting a written notice, which includes the complete list of beneficiary protections described above, at service locations. The posted written notice must be visible to all TEFAP beneficiaries and prospective beneficiaries upon entrance into the distribution site. A sample poster for posting written notice of beneficiary protections is included as an attachment to this memorandum.

**CSFP**

For religious organizations operating CSFP, individual written notice of beneficiary protections provided under 7 CFR Part 16, including the right to be referred to another organization, must be given to all applicants at the time that they apply for CSFP benefits. For beneficiaries already enrolled in the program as of the implementation date of this requirement, written notice must be provided no later than July 5, 2016.

A sample form for providing individual written notice of beneficiary protections is included as an attachment to this memorandum. Religious organizations can comply with federal regulations and meet the requirements of this guidance by providing CSFP applicants with this sample form at the time of application or by incorporating the required notification language at 7 CFR Part 16.4(f) into their existing CSFP applications or another format of their choice, provided that each individual beneficiary or prospective beneficiary receives an individual written notice, which includes the complete list of beneficiary protections described above.

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Beneficiary Protections: Referral Requirements

In accordance with 7 CFR Part 16.4(g), if a beneficiary or prospective beneficiary of TEFAP or CSFP objects to the religious character of an organization that provides services under the program, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary to an alternate provider, if available, to which the prospective beneficiary has no objection. A sample form for recording a beneficiary referral request is included as an attachment to this memorandum.

In some cases, a referral option may not be available. What constitutes “reasonable efforts” will depend on the situation. Organizations should at a minimum attempt to identify an alternative provider, determine what services the alternative provider offers, and determine whether the alternative provider is accepting new referrals. Below are the standards that must be followed:

- In making the referral, the organization must comply with all applicable State and local privacy laws and regulations.
- A referral may be made to another faith-based organization, if the beneficiary has no objection to that provider. But if the beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.
- The referral must be to an alternate provider that is in reasonable geographic proximity to the organization making the referral and offers services that are similar in substance and quality to those offered by the organization, if one is available. The alternate provider also should have the capacity to accept additional clients, if one with capacity to accept additional clients is available. A referral may be made to non-USDA funded organizations, including non-TEFAP and non-CSFP providers, if necessary and available.
- If the organization determines that it is unable to identify an alternate provider, the organization must promptly notify the State agency, or local or eligible recipient agency with which it has an agreement. That agency must determine whether there is any other suitable alternate provider to which the beneficiary may be referred. A local or eligible recipient agency that receives a request for assistance in identifying an alternate provider may request assistance from the State agency. The State agency is ultimately responsible for ensuring an alternate provider is identified, if available.
- State agencies may assist recipient or local agencies or organizations by providing such entities with information regarding alternate providers. Such information regarding alternative providers should include providers (including secular and non-USDA funded organizations) within a reasonable geographic proximity that offer services that are similar in substance and quality and that would reasonably be expected to have the capacity to accept additional clients, provided any such organizations exist. Examples of alternate methods of referral the State agency could provide organizations may include but is not limited to referral to websites, hotlines, or other service providers funded by the State agency. An organization which relies on such information provided by the State

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agency will be considered to have undertaken reasonable efforts to identify an alternate provider for the purposes of 7 CFR Part 16.

Record Keeping

State and local agencies must continue to follow record keeping requirements in accordance with current program regulations for both TEFAP and CSFP and 7 CFR 250.19. Such requirements extend to the maintenance of records of beneficiary referrals by religious organizations to other entities in accordance with the beneficiary protections at 7 CFR Part 16. All records must be maintained for a period of three years from the close of the fiscal year to which they pertain.

Monitoring

In accordance with USDA regulations at 7 CFR Part 16.6, FNS will monitor compliance with these new provisions during the course of regular program review and oversight. State agencies should continue to follow existing regulatory requirements and program mechanisms in regards to monitoring and enforcement of these requirements, including coverage of the minimum notice and referral requirements provided in this memorandum and maintenance of records related to referrals. FNS will use Management Evaluation Reviews to monitor compliance with this, and all, statutory and regulatory provisions in TEFAP and CSFP.

/s/ Original Signature on File
Laura Castro
Director
Food Distribution Division

Attachments

USDA is an Equal Opportunity Provider, Employer and Lender
The Emergency Food Assistance Program (TEFAP) – Written Notice of Beneficiary Rights

Name of Organization:

Contact Information for Program Staff:

[Insert Phone Number]

[Insert Email Address]

Because TEFAP is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that—

- We may not discriminate against you on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- We may not require you to attend or participate in any explicitly religious activities that are offered by us, and any participation by you in these activities must be purely voluntary;
- We must separate in time or location any privately funded explicitly religious activities from activities supported with USDA direct assistance;
- If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available; and
- You may report violations of these protections (including denials of services or benefits) by an organization to the State agency (http://www.fns.usda.gov/fdd/food-distribution-contacts). The State agency will respond to the complaint and report the alleged violations to their respective USDA FNS Regional Office (http://www.fns.usda.gov/fns-regional-offices).

We must provide you with this written notice before you enroll in TEFAP or receive services from TEFAP, as required by 7 CFR part 16.

Alternate Service Location(s) or State Agency Contact Information:

[Insert Name of Organization and Contact Person]

[Insert Phone Number]

[Insert Email Address]

This Institution is an Equal Opportunity Provider
Commodity Supplemental Food Program (CSFP) –
Written Notice of Beneficiary Rights

Name of Organization:

Contact Information for Program Staff (name, phone number, and email address, if appropriate):

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that—

- We may not discriminate against you on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- We may not require you to attend or participate in any explicitly religious activities that are offered by us, and any participation by you in these activities must be purely voluntary;
- We must separate in time or location any privately funded explicitly religious activities from activities supported with USDA direct assistance;
- If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available; and
- You may report violations of these protections (including denials of services or benefits) by an organization to the State agency (http://www.fns.usda.gov/fdd/food-distribution-contacts). The State agency will respond to the complaint and report the alleged violations to their respective USDA FNS Regional Office (http://www.fns.usda.gov/fns-regional-offices).

We must provide you with this written notice before you enroll in our program or receive services from the program, as required by 7 CFR part 16.

This Institution is an Equal Opportunity Provider
The Emergency Food Assistance Program (TEFAP) and Commodity Supplemental Food Program (CSFP) – Beneficiary Referral Request

Name of Organization:

Contact information for program staff (name, phone number, and email address, if appropriate): 

If you object to receiving services from us based on the religious character of our organization, please complete this form and return it to the program contact identified above. Your use of this form is voluntary.

If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available.

☐ Please check if you want to be referred to another service provider.

Please provide the following information:

Your name:

Best way to reach you (phone/address/email):

FOR STAFF USE ONLY

1. Date of objection: ___/___/___

2. Referral (check one):

( ) Individual was referred to (name of alternate provider and contact information):

( ) Individual was given State agency-provided referral information (i.e. a website, hotline, or list of other service providers funded by the State agency)

( ) Individual left without a referral

( ) No alternate service provider is available—summarize below what efforts you made to identify an alternate provider (including reaching out to State agency or local or eligible recipient agency):

This Institution is an Equal Opportunity Provider
ATTACHMENT F To Contract No. 22027210050

FEDERAL AND STATE LAW REQUIREMENTS

A. Compliance with Federal Authorities

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.


7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CRF Part 60, requiring equal employment opportunities in employment practices.

8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.


12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;

a. First-tier Subawards.

All recipients, unless exempt as provided in paragraph D, must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.

b. Total Compensation of Recipient Executives.

i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,

(1) the total Federal funding authorized to date under this award is $25,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.

ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:

(1) The Contractor is to submit the Compensation Report to the
Department by the end of the month following the month in which the total of the monies obligated through this Contract is at $25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than $25,000.

(2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

i. in the subrecipient's preceding fiscal year, the subrecipient received:

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under $300,000, are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology For Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.

19. Patient Protection and Affordable Care Act – P.L. 111-148

20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.
B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3
Attachment G To Contract No. 22027210050

INSURANCE REQUIREMENTS

Rev. 4/2019

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

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

III. Insurance Requirements.

Specific Requirements for Commercial General Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor’s officers, agents, representatives, assigns, or subcontractors.

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

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain occurrence coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), (OR combined single limits of $1,000,000 per occurrence) to cover such claims as may be caused by any act, omission, or negligence of the Contractor’s officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: The Department, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles owned, leased, hired, or borrowed by the Contractor.

Specific Requirements for Professional Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor’s officers, agents, representatives, assigns or subcontractors.

IV. Deductibles and Self-Insured Retentions.
Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Department, its officers, employees, or volunteers; or 2) at its own expense, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. Note: The deductible/self-insured provision does not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA.

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V. Certificates of Insurance.
Insurance is to be placed with an insurer with a Best's rating of no less than A-. Note: Best's ratings do not apply to political subdivisions of the state (i.e. counties, cities, towns, and school districts) under §2-9-211, MCA. All certificates and endorsements are to be received by the Department prior to the provision of a service or purchase of a product. Contractor must notify the Department immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies or self-insured memorandums of coverage at all times.
ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The Contractor, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§ 1 - 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729 3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.

C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.

D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.

E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.

F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.

G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (non-procurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.

H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.

I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

**COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**

J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq.), prohibits smoking at any site of federally funded activities that serve youth under the age of 18.
This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.

K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.

L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.

M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.

N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.

O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling $5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.

P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.

Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.

R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.

U. That the Contractor, if the contract exceeds $100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.

V. That the Contractor, if the contract exceeds $100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds $100,000 these requirements are in that contract.

AREA VIII AGENCY ON AGING

BY: ________________________________ Date: __________________________

Signature
The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1) U.S. Department Of Health & Human Services / Office Of Civil Rights  www.hhs.gov/ocr/hipaa

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention
http://www.cdc.gov/Other/privacy.html

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.

https://medicaidprovider.mt.gov/
Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department’s various programs can be reviewed at the Department Website for DPHHS HIPAA Policies.
https://dphhs.mt.gov/HIPAA

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.
As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1885-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard are to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of
flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955k, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

<table>
<thead>
<tr>
<th>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICANT ORGANIZATION</td>
<td>DATE SUBMITTED</td>
</tr>
</tbody>
</table>

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

## 1. Type of Federal Action:
- [ ] a. contract
- [ ] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

## 2. Status of Federal Action:
- [ ] a. bid/offer/application
- [ ] b. initial award
- [ ] c. post-award

## 3. Report Type:
- [ ] a. initial filing
- [ ] b. material change

### For Material Change Only:
- Year ______
- quarter ______
- Date of last report ______

(See reverse for public burden disclosure)

## 4. Name and Address of Reporting Entity:
- [ ] Prime
- [ ] Sub awardee

### Tier ________ if known

### Congressional District, if known:

## 5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime:

### Congressional District, if known:

## 6. Federal Department/Agency:

## 7. Federal Program Name/Description:

### CFDA Number, if applicable: ______________

## 8. Federal Action Number, if known:

## 9. Award Amount, if known:

### $ ______________

## 10. a. Name and Address of Lobbying Registrant
    (If individual, last name, first name, MI):

## 10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):

## 11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

### Signature: __________________________

### Print Name: __________________________

### Title: __________________________

### Telephone No.: __________________________

### Date: __________________________

**Authorized for Local Reproduction**

**Standard Form LLL (Rev. 7-97)**

22027210050

51/52

Area VIII AOA
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
   (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.
January 25, 2022

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Task Order Number 22-07-4-51-013-0 to the Master Contract between MT DPHHS & Cascade County for STD Disease Intervention Specialist FTE

INITIATED AND PRESENTED BY: Bowen Trystianson Deputy Health Officer

ACTION REQUESTED: Approval of Contract #22-06

BACKGROUND:
The purpose of this Task Order is to hire a new 1.0 FTE Disease Investigation Specialist (DIS) to conduct Communicable Disease investigation and intervention.

TERM: January 1, 2022 - December 31, 2022

AMOUNT: $65,407.00

RECOMMENDATION: Approval of Contract #22-06

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chair, I move that the Commission APPROVE Contract #22-06, Task Order Number 22-07-4-51-013-0 to the Master Contract between DPHHS and Cascade County for STD Disease Intervention Specialist FTE

MOTION TO DISAPPROVE:
Mr. Chair, I move that the Commission DISAPPROVE Contract #22-06, Task Order Number 22-07-4-51-013-0 to the Master Contract between DPHHS and Cascade County for STD Disease Intervention Specialist FTE
TO THE MASTER CONTRACT
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND CASCADE COUNTY

STD Disease Intervention Specialist FTE

SECTION 1. PARTIES

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Cascade County ("Contractor"), Federal ID Number 81-6001343 and 115 4th Street South, Great Falls, MT 59401.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Task Order is to hire a new 1.0 FTE Disease Investigation Specialist (DIS) to conduct Communicable Disease investigation and intervention.

SECTION 3. TERM OF TASK ORDER

A. The term of this Task Order for the purpose of delivery of services is from January 1, 2022 through December 31, 2022.

B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

A. The Contractor agrees to provide the following services:
  1) Hire and train DIS to conduct and/or assist with STD and other communicable disease investigation
  2) Hired DIS must attend quarterly regional training and participate regularly in Project ECHO when available.
  3) Participate in STD DIS Needs Assessment
  4) Provide communicable disease and other data as requested by the funder
  5) Invoice the Department monthly and include supporting documentation of all costs such as paystubs and receipts
B. The Department agrees to do the following:
   1) Reimbursement for DIS FTE
   2) Reimbursement for supplies DIS need to conduct their job duties
   3) Reimbursement for travel DIS need to conduct their job duties
   4) Quarterly regional training
   5) Project ECHO training
   6) Access to technical assistance
   7) Data collection tool for program evaluation once developed

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

A. In consideration of the services provided through this Task Order, the Department will pay the Contractor up to $65,407.00 in calendar year 2022 as follows:

   Invoiced monthly within 60 days of the end of each month with supporting documentation including paystubs and receipts/invoices for all purchased goods and services.

   Additional funding for each year will be added annually.

B. All invoices must be received by the Department no later than 30 days following the Task Order end date of December 31, 2022. Invoices received after 60 days will not be paid by the Department.

C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

SECTION 6. SOURCE OF FUNDS AND FUNDING CONDITIONS

The sources of the funding for this Task Order are $65,407.00 from Federal Grant 93.977 SDT Prevention and Control for Health Departments APRA DIS Supplemental.

SECTION 7. TERMINATION

Either party may terminate this Task Order in accordance with the Master Contract.

SECTION 8. LIAISON AND SERVICE OF NOTICES

A. Miranda Reddig, or their successor, will be the liaison for the Department. Contact information is as follows:

   Miranda Reddig
   DPHHS STD Prevention Program
   PO BOX 202951
   Helena, MT 59601
   Phone Number (406) 444-9033
   Fax Number (406) 444-6842
   Miranda.Reddig@mt.gov
Bowen Trystianson, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Bowen Trystianson  
Cascade County  
115 4th Street South  
Great Falls, MT 59401  
Phone Number (406) 761-9899  
Fax Number (406) 406-454-6959  
btrystainson@cascadecountymt.gov

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The State’s liaison and Contractor’s liaison may be changed by written notice to the other party.

B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties’ addresses set out in this Task Order.

SECTION 9. FEDERAL REQUIREMENTS

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor’s responsibility to comply with all federal laws and reporting requirements.

SECTION 10. DEPARTMENT GUIDANCE

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor’s performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order’s performance under this Task Order.

SECTION 11. INFORMAL DISPUTE RESOLUTION PROCEDURES

In addition to the Choice of Law and Remedies in the Master Agreement, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Acting External Relations & Public Health Executive Director, Director Adam Meier, Ph: (406) 444-5623, Fax: (406) 444-1970, Adam.Meier@mt.gov with a copy to Director Adam Meier, Ph: (406) 444-5623, Fax: (406) 444-1970, Adam.Meier@mt.gov.
SECTION 12. PUBLIC INFORMATION AND DISCLAIMERS

A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities from whom the information is to be obtained; and
3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

"For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, "Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010", Pub. L. No. 111-117, and in H.R. 1473, "Department" Of Defense And Full-Year Continuing Appropriations Act, 2011", Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments."

E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes
of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.

"This project is funded in whole by grant number(s) 93.977 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services."

F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

SECTION 13. SCOPE OF TASK ORDER

This Task Order consists of 6 numbered pages and the following Attachments:

Attachment A: Disease Investigation Specialist Job Description
Attachment B: Budget

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

SECTION 14. AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.
IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: ___________________________ Date: ________________
    Todd Harwell, Administrator

CONTRACTOR, CASCADE COUNTY
COUNTY HEALTH DEPARTMENT

By: ___________________________ Date: ________________
    Joe Briggs, Chairman

By: ___________________________ Date: ________________
    James L. Larson, Commissioner

By: ___________________________ Date: ________________
    Don Ryan, Commissioner

ATTEST

On this _____ day of ____, 2022, I hereby attest the above-written signatures of Joe Briggs, and James Larson, and Don Ryan Cascade County Commissioners.

______________________________
Rina Fontana Moore, Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

______________________________
DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.
Cascade County
Job Description

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Disease Investigation Specialist</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department</td>
<td>City-County Health Department</td>
</tr>
<tr>
<td>FLSA</td>
<td>Non-Exempt</td>
</tr>
<tr>
<td>Date</td>
<td>November 2021</td>
</tr>
</tbody>
</table>

**Job Summary**

The Disease Investigation Specialist performs activities associated with the Department’s chronic and communicable disease prevention and control program with an emphasis on communicable disease investigations and contact tracing.

**Distinguishing Class Features**

The Disease Investigation Specialist may be exposed to communicable diseases and infectious body fluids requiring adherence to practices of universal precaution; may be exposed to risks from behavior disordered persons; deals with sensitive information, adheres to standards of confidentiality, and HIPAA. Must learn, promote and adhere to the Administrative Rules of Montana regarding and related to communicable disease control.

**Essential Job Duties and Responsibilities**

(These are examples only, any one position may not include all of the listed examples, nor do the listed examples include all functions which may be found in positions of this class.)

- Develops, implements, and evaluates local public health education/risk reduction programs;
- Performs activities, including but not limited to, the following programs/services: communicable disease investigations and control, COVID-19; STD; Hepatitis C; Rabies, Foodborne Illnesses;
- Completes reports in a timely manner;
- Performs efficient and effective public health surveillance activities;
- Assists and/or initiates planning and implementing program-based outreach activities;
- Provides health related counseling on the prevention of communicable disease;
- Assesses and evaluates public inquiries and responds and/or refers following established protocols;
- Conducts interviews which include assessment of disease exposure risks, current health status, education and appropriate follow-up plan;
- Collects data, compiles accurate statistical information, and prepares accurate records and reports;
- Maintains positive communication and relationships with community agencies;
- Adheres to Blood-borne Pathogen Exposure Control Plan at all times;
- Work with people of all ages with diverse background and lifestyles; accept clients in a non-judgmental manner;
- Actively seek and utilize the most current program specific information;
- Performs other related duties as assigned.

**Required Knowledge and Abilities**
Knowledge and understanding of:
- Program planning, development and implementation;
- Public health principles and practices;
- State and local resources;
- Current COVID-19, Foodborne Illness, Rabies & STD disease information;
- Prevention and control of communicable diseases;
- Applicable public health laws;
- HIPAA;
- Modern office equipment, practices, and procedures;
- Microsoft Office software including Word, Excel, Internet, and Outlook;
- Department rules, procedures, and functions;
- Safety rules, procedures and practices;

Ability to:
- Pleasantly and efficiently greet the public at the counter or on the phone;
- Maintain updated files;
- Adhere to strict standards of confidentiality;
- Work independently;
- Be self-motivated
- Utilize time wisely;
- Be organized yet flexible;
- Accurately record and log time and activities;
- Coordinate and prioritize multiple tasks, maintain concentration during continual interruptions;
- Teach and demonstrate established procedures;
- Coordinate, analyze, and utilize a variety of reports and records;
- Communicate effectively orally and in writing;
- Follow verbal and written instructions;
- Read and comprehend materials;
- Establish effective working relationships with fellow employees, supervisors, and the public;
- Work with grace under pressure and stressful conditions;
- Meet challenges with resourcefulness through original thinking and creativity;
- Demonstrate punctuality and observe work hours;
- Follow procedures of universal precautions;
- Employ and enforce safety practices and procedures;
- Ability to work during crisis situations.

Reporting Relationships

The Disease Investigation Specialist reports to the Deputy Health Officer.

Minimum Qualifications

Education/Experience/Training:
- Associate’s Degree in Health Science, Public Administration, Communication, Public Safety, or 2 years of relevant experience in Community Health, Public Health or related field.
- Experience in program development, public relations, public speaking and health education preferred.
Certifications:
- Valid driver's license issued by the State of Montana.

Computer:
- Intermediate to advanced software knowledge in Excel, Access, Word, Outlook and the ability to learn and adequately operate CCHD software applications.

**Job Performance Standards**

Evaluation of this position will be based primarily on performance of the preceding areas of accountability and performance. To perform the job successfully, an individual should demonstrate the following Valued Work Behavior Competencies:

- **Adaptability:** Adapts to changes in the work environment, manages competing demands, changes approach or method to best fit the situation, able to deal with frequent change, delays, or unexpected events.

- **Attendance/Punctuality:** Is consistently at work and on-time, ensures work responsibilities are covered when absent, arrives at meetings and appointments on-time.

- **Change Management:** Develops workable implementation plans, communicates changes effectively, builds commitment and overcomes resistance, prepares and supports those affected by change, monitors transition and evaluates results.

- **Communication:** Speaks clearly and persuasively in positive or negative situations, listens and gets clarification, responds well to questions, demonstrates group presentation skills, participates in meetings.

- **Customer Service:** Manages difficult or emotional customer situations, responds promptly to customer needs, solicits customer feedback to improve service, responds to requests for service and assistance, and meets commitments.

- **Dependability:** Follows instructions, responds to leadership direction, takes responsibility for own actions, keeps commitments, completes tasks on time or notifies appropriate person with an alternate plan.

- **Diversity:** Shows respect and sensitivity for cultural differences educates others on the value of diversity, promotes a harassment free environment.

- **Ethics:** Treats people with respect, keeps commitments, inspires the trust of others, works with integrity and ethically, upholds organizational values.

- **Fiscal Responsibility:** Develops cost saving measures that are approved by management, tracks costs and fiscal compliance with contracts and grants.

- **Initiative:** Undertakes self-development activities, looks for and takes advantage of opportunities, asks for and offers help when needed.

- **Innovation:** Displays original thinking and creativity, meets challenges with resourcefulness, generates suggestions for improving work, and develops innovative approaches and ideas.

- **Interpersonal:** Focuses on solving conflict, not blaming, maintains confidentiality, listens to others without interrupting, keeps emotions under control, remains open to others' ideas and tries new things.

- **Judgment:** Displays willingness to make decisions, exhibits sound and accurate judgment, supports and explains reasoning for decisions, includes appropriate people in decision making process, makes timely decisions.

- **Leadership:** Exhibits confidence in self and others, inspires and motivates others to perform well, effectively influences actions and opinions of others, inspires respect and trust, accepts feedback from others, provides vision and inspiration, gives appropriate recognition to others, displays passion and optimism, mobilizes
others to fulfill the vision, makes self-available to staff, provides regular performance feedback, develops staffs’ skills and encourages growth.

- **Motivation:** Sets and achieves challenging goals, demonstrates persistence and overcomes obstacles, measures self against standard of excellence.
- **Organizational Support:** Follows policies and procedures, supports County’s mission, vision and values.
- **Problem Solving:** Identifies and resolves problems in a timely manner, gathers and analyzes information skillfully, develops alternative solutions, works well in group problem solving situations, uses reason even when dealing with emotional topics.
- **Professionalism:** Approaches others in a tactful manner, reacts well under pressure, treats others with respect and consideration regardless of their status or position, accepts responsibility for own actions, follows through on commitments.
- **Quality:** Demonstrates accuracy and thoroughness, looks for ways to improve and promote quality, applies feedback to improve performance, monitors own work to ensure quality.
- **Safety and Security:** Observes safety and security procedures, determines appropriate action beyond guidelines, and reports potentially unsafe conditions.
- **Team Work:** Exhibits objectivity and openness to others’ views, gives and welcomes feedback, supports everyone’s efforts to succeed.
- **Technical Skills:** Assesses own strengths and weaknesses, pursues training and development opportunities, and strives to continuously build knowledge and skills, shares expertise with others.
- **Written Communication:** Writes clearly and informatively, edits work for spelling and grammar, varies writing style to meet needs, presents numerical data effectively, able to read and interpret written information.

| Essential Physical Abilities |

**Essential Physical Abilities:**
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Ability to enter and exit building: the employee is regularly required to sit and use hands to fingers to operate computer hardware and other office equipment;
- The employee frequently is required to reach with hands and arms. The employee must occasionally lift 30 pounds or less, stoop, bend, kneel and push or pull carts over a carpeted surface;
- Specific vision abilities required by this job include close and far vision, the ability to adjust focus while operating computers and viewing into monitors and to read paper documents;
- Clarity of speech and hearing that permits the employee to communicate well with others;
- Personal mobility that permits the employee to serve the general public, conduct home visits and off-site clinics;
- Exposure to blood borne pathogens and/or highly contagious diseases;
- Exposure to verbal abuse from clients;
- Exposure to foul odors;
- Ability to drive in all weather conditions;

**Working Conditions:**
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The work environment is generally an office environment;
- The noise level in the work environment varies from low/moderate to sporadically loud;
- Travel requirements are approximately 10% in all weather conditions.

Employee Signature

Date

Immediate Supervisor

Date

Human Resource Signature

Date

Approved:
ATTACHMENT B To Task Order No. 22-07-4-51-013-0

Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>Proposed Funding</th>
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<tbody>
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<tr>
<td>Personnel: Benefits</td>
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<td>In-State</td>
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<td>Travel Per Diem</td>
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<tr>
<td>Rent</td>
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<tr>
<td>Utilities</td>
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<tr>
<td>Telephone</td>
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<tr>
<td>Postage</td>
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<tr>
<td>Supplies/Materials</td>
<td>500</td>
</tr>
<tr>
<td>Other</td>
<td>500</td>
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<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$65,382</strong></td>
</tr>
</tbody>
</table>
Agenda Action Report

prepared for the
Cascade County Commission

ITEM: Public Hearing
CDBG Community Development Needs Assessment
& American Rescue Plan Act (ARPA) requests

PRESENTED BY: Mary K. Embleton
Budget Officer/Grants Coordinator

It is a requirement of the Montana Department of Commerce’s Community Development Block Grant Program that all entities eligible for funding under these programs hold a Community Development Needs Assessment Public Hearing each year. Public notice of this hearing was given by posting in various locations throughout Cascade County and notifying partner organizations such as NeighborWorks, Great Falls Development Authority, and Sweetgrass Development Corporation as well as several engineering firms currently working with eligible entities. Cascade County also notified various district boards, such as Water and Sewer Districts, Fire Districts, and School Districts. The mayors of Belt, Cascade, and Neihart were notified as well in an attempt to reach as many organizations as possible. The Notice of Public Hearing was published in the Great Falls Tribune on Sunday, January 16 & January 23, 2022 as required by the program.

The purpose of this hearing is to allow members of the public to inform the Commission of community development needs. Some projects identified could potentially be qualifying projects for funding through the Montana Department of Commerce Community Development Block Grant Program. That program allows for eligible projects to make competitive applications for funding under three categories: Public Facilities, Housing, and Economic Development. Cascade County may have one open project in each category at a time. Currently there are no available projects in Public Facilities. However, Cascade County has openings for a Housing project and an Economic Development project. Application deadlines for these programs will be announced by the Commerce Department in the coming months. CDBG also offers Planning Grants for various purposes, and participation at this hearing helps applications in ranking criteria.
The Commission is encouraged to take public comment and input on identified needs from those present at today's meeting and take them under advisement for potential projects. Any written comments or needs submitted to the County need to be acknowledged for the records. There is no action required at today's public hearing. This is simply an opportunity for members of the public to let the Commission know of potential priority projects, some of which may qualify for funding through the Community Development Block Grant Program.

This Hearing has an additional purpose, and that is to gather input for possible uses of Cascade County's portion of American Rescue Plan Act (ARPA) funding. There are Four Key Eligible Use categories for these funds which include: 1.) Public Sector Revenues to provide government services up to the amount of revenue loss during the pandemic; 2.) Public Health & Economic Response to deal with COVID-19's public health impact along with its economic harms; 3.) Premium Pay for Essential Workers offering additional support to workers who bear the greatest health risks because of their service in critical sectors; and 4.) Water, Sewer & Broadband Infrastructure providing funding to critical water and sewer projects, along with high-speed broadband infrastructure. The U.S. Treasury issued the Final Rule earlier this month to allow for greater flexibility, simplicity, and clarity to respond to new pandemic needs and make transformative investments.
ITEM: Allocation of ARPA Funds for BAATZ Project

INITIATED AND PRESENTED BY: Phoebe P. Marcinek, Deputy County Attorney

ACTION REQUESTED: Approval of Resolution 22-09

BACKGROUND:
NeighborWorks Great Falls, in partnership with Homeward, Inc. of Missoula, Montana, wants to construct the Baatz Block Apartments, located within Cascade County, which will provide additional housing and other supportive services in Great Falls and Cascade County. The Board of Commissioners, following the guidance set by the U.S. Department of the Treasury for the distribution of American Rescue Plan Act (ARPA) funds, deemed the Baatz Block Apartments housing project an appropriate and compliant use of ARPA funds. The Commission decided to fund the request and that an allocation of $650,000 of ARPA funds was appropriate for the project, contingent upon NeighborWorks Great Falls obtaining all other funding for the project as projected, with a project grand total of $9,526,447.

RECOMMENDATION:
Cascade County Staff recommends that the Board of County Commissioners adopt the resolution, granting the Baatz Block Apartment project $650,000 of ARPA funds, contingent upon NeighborWorks Great Falls obtaining all other funding for the project as projected.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
“Mr. Chairman, I move Cascade County Commission APPROVE Resolution 22-09, for the Baatz Housing Project, for a total distribution of $650,000 in ARPA funds.”

MOTION TO DISAPPROVE:
“Mr. Chairman, I move Cascade County Commission DISAPPROVE Resolution 22-09.”
BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

IN THE MATTER OF AFFIRMING THE ALLOCATION OF ARPA FUNDS
FOR THE NEIGHBOR WORKS AFFORDABLE HOUSING PROJECT

RESOLUTION 22-09

WHEREAS, The U.S. Congress passed and President Biden signed into law “The American Rescue Plan Act (ARPA)”, on March 11, 2021, which included a direct allocation of funds to all counties, boroughs and parishes as well as all states and territories in the U.S.; and,

WHEREAS, eligible uses for ARPA funding includes responding to Negative Economic Impacts, such as addressing economic disparities in Qualified Census Tracts (QCTs), by building stronger communities through investments in Housing and Neighborhoods and services to address homelessness, like supportive housing.

WHEREAS, The Board of Cascade County Commissioners (hereinafter “Commission”), following the guidance set by the U.S. Department of the Treasury, deemed NeighborWorks Great Falls’ (a local non-profit) affordable housing development project an appropriate and compliant use of the portion of Cascade County’s ARPA allocation; and

WHEREAS, the Commission convened at a Cascade County Work Session on December 8, 2021 to discuss the proposed affordable housing project by NeighborWorks Great Falls, in partnership with Homeward, Inc. of Missoula, Montana, for the Baatz Block Apartments, located within Cascade County, which will provide additional housing and other supportive services in Great Falls and Cascade County; and

WHEREAS, during the discussions in the aforementioned Work Session, the Commission decided to fund the request and that an allocation of $650,000 of ARPA funds was appropriate for the project, contingent upon NeighborWorks Great Falls obtaining all other funding for the project as projected, with a project grand total of $9,526,447.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Cascade County affirm and ratifies the tentative allocation detailed above, contingent on the award of the other funding sources contained in the Baatz Block Apartments proposal; and

Passed and adopted this 25th day of January 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

______________________________
Joe Briggs, Chairman

______________________________
James L. Larson, Commissioner

______________________________
Don Ryan, Commissioner
Attest

On this 25th day of January 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.
January 25, 2022

Agenda Action Report

Prepared for the
Cascade County Commission

ITEM: Allocation of ARPA Funds for Use as Local Match for Successful House Bill 632 Grant Applications for Water and Sewer

INITIATED AND PRESENTED BY: Phoebe P. Marcinek, Deputy County Attorney

ACTION REQUESTED: Approval of Resolution 22-10

BACKGROUND:
Governor Gianforte signed into law HB 632, which set up a process for water and sewer districts to apply for a portion of the ARPA funds allocated to the State of Montana. HB 632 requires a one-to-one local match for all State of Montana dollars allocated to water and sewer projects. The Board of County Commissioners deemed it an appropriate use of Cascade County’s ARPA allocation funding to assist water and sewer districts located in Cascade County with the one to one match requirements for HB 632 funds. The following water and sewer districts have requested the following amounts:

- Gore Hill Water District $277,250.00
- Vaughn Water and Sewer $254,647.50
- Black Eagle Sewer $500,000.00
- Black Eagle Water $695,765.00
- Centerville School $137,015.00
- Sun Prairie Water $210,000.00
- Town of Belt $500,000.00
- Sand Coulee Water and Sewer $400,845.00

The amounts detailed above are contingent upon the State of Montana’s award of the competitive grants proposed in each of the entity’s applications.

RECOMMENDATION:
Cascade County Staff recommends that the Board of County Commissioners adopt the resolution, granting the aforementioned amounts to the listed water and sewer districts of ARPA funds, contingent upon the State of Montana’s award of the grants proposed by each entity.
TWO MOTIONS PROVIDED FOR CONSIDERATION:

**MOTION TO APPROVE:**
“Mr. Chairman, I move Cascade County Commission APPROVE Resolution 22-10, for the aforementioned water and sewer districts, for a potential total distribution of $2,975,522.50 in ARPA funds.”

**MOTION TO DISAPPROVE:**
“Mr. Chairman, I move Cascade County Commission DISAPPROVE Resolution 22-10.”
BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

IN THE MATTER OF AFFIRMING THE ALLOCATION
OF ARPA FUNDS FOR USE AS LOCAL MATCH FOR
SUCCESSFUL HOUSE BILL 632 GRANT APPLICATIONS
FOR WATER AND SEWER

RESOLUTION 22-10

WHEREAS, The US Congress passed and President Biden signed into law “The American Rescue
Plan Act” (ARPA) which included a direct allocation of funds to all counties, boroughs and parishes,
as well as all states and territories in the US; and,

WHEREAS, the Montana legislature passed and Governor Gianforte signed into law “HB 632”,
which set up a process for water and sewer districts to apply for a portion of the ARPA funds
allocated to the State of Montana; and,

WHEREAS, HB 632 requires a one to one local match for all State of Montana dollars allocated to
water and sewer projects; and,

WHEREAS, the deadline for application to the State of Montana for the second release of water and
sewer grant funding was midnight on January 14, 2022; and,

WHEREAS, the announced scoring criteria for the grant applications favored grant applications that
had already secured their local matching funds; and,

WHEREAS, the Board of County Commissioners (“Commissioners”) deemed it an appropriate use
of a portion of the Cascade County’s ARPA allocation funding to assist water and sewer districts
located in Cascade County in meeting the one for one match requirements of HB 632 funds; and,

WHEREAS, the Commissioners convened duly noticed meetings to discuss the HB 632 grant process
and the potential use of Cascade County ARPA funds to assist sewer and water projects located within
Cascade County that planned to submit ARPA applications to the state of Montana in the January 14,
2022 grant application cycle for Round 2:

December 9, 2021 at 1:30 p.m. – Gore Hill County Water District
January 4, 2022 at 2:30 p.m. – Vaughn Water and Sewer District
January 6, 2022 at 11:00 a.m. – Black Eagle Cascade County Water and Sewer District
January 6, 2022 at 3:00 p.m. – Centerville Public School Water System
January 7, 2022 at 2:00 p.m. – Sun Prairie County Water District
January 10, 2022 at 10:30 a.m. – Town of Belt Water System
January 14, 2022 at 8:30 a.m. – Sand Coulee Water and Sewer District; and,

WHEREAS, during the above meetings, the Commissioners instructed staff to obtain a copy of each of
the water and sewer grant proposals that would be submitted during the January 14, 2022, grant round
for review by the Commissioners prior to the entity’s submission; and,

WHEREAS, seven entities presented their applications for review, representing eight distinct projects
within their water or sewer districts; and,
WHEREAS, Commissioners Briggs, Larson and Ryan affirmed Cascade County’s willingness to supply a specific level of matching funds, should the state approve the entity’s overall grant proposal; and,

WHEREAS, the specific amounts conditionally approved are as follows:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Amount</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gore Hill Water District</td>
<td>$277,250</td>
<td>local match from Cascade County ARPA funds</td>
</tr>
<tr>
<td>Vaughn Water and Sewer</td>
<td>$254,647.50</td>
<td>local match from Cascade County ARPA funds</td>
</tr>
<tr>
<td>Black Eagle Sewer</td>
<td>$500,000</td>
<td>local match from Cascade County ARPA funds</td>
</tr>
<tr>
<td>Black Eagle Water</td>
<td>$695,765</td>
<td>local match from Cascade County ARPA funds</td>
</tr>
<tr>
<td>Centerville School</td>
<td>$137,015</td>
<td>local match from Cascade County ARPA funds</td>
</tr>
<tr>
<td>Sun Prairie Water</td>
<td>$210,000</td>
<td>local match from Cascade County ARPA funds</td>
</tr>
<tr>
<td>Town of Belt</td>
<td>$500,000</td>
<td>local match from Cascade County ARPA funds</td>
</tr>
<tr>
<td>Sand Coulee Water and Sewer</td>
<td>$400,845</td>
<td>local match from Cascade County ARPA funds</td>
</tr>
</tbody>
</table>

WHEREAS, on January 5, 2022, the Town of Cascade withdrew their original request of $136,250.00 as local match from Cascade County ARPA funds, originally approved under Resolution 21-43, R0414522.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Cascade County affirm and ratify the tentative allocations detailed above, contingent on the State of Montana’s award of the competitive grants proposed in each of the entity’s applications; and

BE IT FURTHER RESOLVED that the Board of County Commissioners of Cascade County rescind the tentative allocation for the Town of Cascade.

Passed and adopted this 25th day of January 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

________________________________________
Joe Briggs, Chairman

________________________________________
James L. Larson, Commissioner

________________________________________
Don Ryan, Commissioner

Attest

On this 25th day of January 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.
Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Planning Board Appointments

PRESENTED BY: Commission

Planning Board Appointment

<table>
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<tr>
<th>Applicant(s)</th>
<th>Vacancy (3)</th>
<th>Term Expiration: December 31, 2023</th>
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<tbody>
<tr>
<td>Dexter Busby</td>
<td></td>
<td>Requesting Re-Appointment (Served 2 terms)</td>
</tr>
<tr>
<td>Mike DeWitt</td>
<td></td>
<td>New Applicant</td>
</tr>
<tr>
<td>Tessa DeWitt</td>
<td></td>
<td>New Applicant</td>
</tr>
<tr>
<td>Dan Johnstone</td>
<td></td>
<td>Requesting Re-Appointment (Served 3 terms)</td>
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<tr>
<td>Bruce Moore</td>
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<td>Requesting Re-Appointment (Served 1 term)</td>
</tr>
<tr>
<td>Beth Schoenen</td>
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<td>New Applicant</td>
</tr>
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</table>

Duties:

Services & responsibilities of the Board include assistance in the development & administration of the Cascade County Development Plan that includes comprehensive planning and the permitting system. The board advises the County Commission on all land use matters and develops and administers Subdivision and Floodplain regulations. The board usually meets every third Tuesday of each month. Applicant must live in the county.
CASCADE COUNTY
BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) Date 1/6/2022

NAME Dexter Busby

TELEPHONE (Home) 454-1517 (Work) (Cell) 231-3161 (E-Mail) d6busby@century.net

CURRENT ADDRESS 260 Dunn Drive, Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) Montana Board of Environmental Review

Previous Volunteering or County Boards
- Cascade County Planning Board
- Unv. of Providence Board of Trustees

Current Volunteering or County Boards
- Cascade County Planning Board
- Unv. of Providence Board of Trustees

Current Employer Retired

Education B.S. of Chemical Engineering

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

- Board of Health
- Compensation
- DUI Task Force
- Fire District Area
- Library Trustee
- Fire Fee Service Area
- Great Falls Airport Authority
- Great Falls Transit
- Historic Preservation Advisory
- Other
- Planning
- Tax Appeal
- Weed Board
- Zoning Board of Adjustment

Please list special experience or education you may have for serving on any of the boards
(Additional information, comments or resume may be added to the back of this form.)
Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) Date 02/8/2021

NAME: Mike DeWitt

TELEPHONE (Home) (Work) 4062051839 (Cell) 4062331811 (E-Mail) numbishek84@live.com

CURRENT ADDRESS 92 Hawk Drive

Previous Public Experience (Elected or Appointed)

Helped on Vaughn water/sewer board back 09-12

Previous Volunteering or County Boards

Current Volunteering or County Boards

Current Employer Self Employed

High School Diploma, Private Pilots License, Master Transmission Technician,

Education

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

☐ Board of Health ☐ Fire Fee Service Area ☑ Planning

☐ Compensation ☑ Great Falls Airport Authority ☐ Tax Appeal

☐ DUI Task Force ☐ Great Falls Transit ☐ Weed Board

☑ ExpoPark Advisory ☐ Historic Preservation Advisory ☐ Zoning Board of Adjustment

☐ Fire District Area ☐ Library Trustee ☐ Other

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)

see attached
To whom it may concern:

Thanks for taking the time to consider my application. I would like to apply for a seat on one or multiple of the openings available. My name is Mike DeWitt, I'm a local resident born and raised, I have a wife and 3 kids and local business owner. I have completed many goals successfully throughout my life and this is one of the next I would like to accomplish to give back to my community. I currently own a successful transmission repair shop and have built 8 commercial rentals within 5 buildings in the last 5 years, every business that has rented from us was not existent, we also own the silver spur saloon in Vaughn along with a few rentals out there so property is my passion, I feel the community has taken care of me so I feel I need to give back, I checked the boxes of the boards I'm interested in as they are all interesting to me, I'm very knowledgeable in many areas and I do not give up on anything I believe in as I also obtained my pilots license 7 years ago so the airport board would even be considered, I'm honest, reliable and very hard working and I think I could be an asset to the community in the future. I believe this community needs some new minds and ideas in office and I hope you will consider my application.

Thank you for your time

[Signature]
CASCADE COUNTY BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) NAME Tessa DeWitt

DATE 11/21/2021

TELEPHONE (Home)________ (Work)________ (Cell)________ (E-Mail)________

CURRENT ADDRESS 906 Hawk Drive, Great Falls, MT 59401

Previous Public Experience (Elected or Appointed)

Previous Volunteering or County Boards

Current Volunteering or County Boards

Current Employer Trans Rich Automotive

Education High School Diploma

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

☐ Board of Health ☐ Fire Fee Service Area ☐ Planning
☐ Compensation ☐ Great Falls Airport Authority ☐ Tax Appeal
☐ DUJ Task Force ☐ Great Falls Transit ☐ Weed Board
☐ ExpoPark Advisory ☐ Historic Preservation Advisory ☐ Zoning Board of Adjustment
☐ Fire District Area ☐ Library Trustee ☐ Other

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)
To whom it may concern:

My name is Tessa DeWitt. I'm a small town girl. I grew up in Great Falls and the surrounding areas. There is no other place I'd rather call home!

Growing up I was always involved in the community. My folks were big supporters of volunteering, helping and supporting any function that would come to Great Falls. My dad owned a feed lot in Vaughn. My mom was on many committee's throughout the years. My husbands dad has owned a local automotive shop since the 80's. My mother in law's family has owned an abundance of property in Black Eagle, as well as a bar. Now it is our turn. My husband and I have 3 beautiful kids. We were in the bar business for 7 years, running and operating the Silver Spur Saloon in Vaughn. Then we ventured off to open our local business in Black Eagle, Trans Teach Automotive. My husband rebuilds transmissions and transfer cases and I manage the front desk and paperwork. As we get older we realize how much our voice matters and we would love to be about something more for our community!

Thank you for considering my application!

Sincerely,

Tessa Dear DeWitt
CASCADE COUNTY
BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) Date 12-21-21

NAME

TELEPHONE (Home) (Work) (Cell)

CURRENT ADDRESS

Previous Public Experience (Elected or Appointed)

Previous Volunteering or County Boards

Current Volunteering or County Boards

Current Employer

Education

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

☐ Board of Health ☐ Fire Fee Service Area ☐ Planning
☐ Compensation ☐ Great Falls Airport Authority ☐ Tax Appeal
☐ DUI Task Force ☐ Great Falls Transit ☐ Weed Board
☐ Fire District Area ☐ Historic Preservation Advisory ☐ Zoning Board of Adjustment
☐ Library Trustee ☐ Other

Please list special experience or education you may have for serving on any of the boards. (Additional information, comments or resume may be added to the back of this form.)
CASCADE COUNTY
BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)

NAME

DATE

TELEPHONE (Home)  (Work)  (Cell)  (E-Mail)

CURRENT ADDRESS

Previous Public Experience (Elected or Appointed)

Previous Volunteering or County Boards

Current Volunteering or County Boards

Current Employer

Education

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

- Board of Health
- Compensation
- DUI Task Force
- Fire District Area
- Library Trustee
- Fire Fee Service Area
- Great Falls Airport Authority
- Great Falls Transit
- Historic Preservation Advisory
- Other
- Planning
- Tax Appeal
- Weed Board
- Zoning Board of Adjustment

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)
CASCADE COUNTY
BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT. 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) Date 01/21/21

NAME Beth Schoenen

TELEPHONE (Home) (Work) (Cell) (E-Mail) 406-899-2766 beth@homeingreatfalls.com

CURRENT ADDRESS 1742 Alder Dr, Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) United Way Board, GFAR Board of Directors

Previous Volunteering or County Boards None

Current Volunteering or County Boards None

Current Employer Self - Broker/Realtor

Education Bachelors in Marketing and Management from MSU Northern

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

☐ Board of Health ☐ Fire Fee Service Area ☑ Planning
☐ Compensation ☐ Great Falls Airport Authority ☐ Tax Appeal
☐ DUI Task Force ☐ Great Falls Transit ☐ Weed Board
☐ Fire District Area ☐ Historic Preservation Advisory ☐ Zoning Board of Adjustment
☐ Library Trustee ☐ Other

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)

I have been a real estate broker for 18 years and been involved in the planning components alongside my clients along with owning different investment properties throughout the years.
January 25, 2022

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Zoning Board of Adjustment Appointment

PRESENTED BY: Commission

Zoning Board of Adjustment Appointment

<table>
<thead>
<tr>
<th>Applicant(s)</th>
<th>Vacancy (2)</th>
<th>Term Expiration: December 31, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dexter Busby</td>
<td></td>
<td>New Applicant (Has served 2 terms on the Planning Board)</td>
</tr>
<tr>
<td>David Deffinbaugh</td>
<td></td>
<td>New Applicant</td>
</tr>
<tr>
<td>Mike DeWitt</td>
<td></td>
<td>New Applicant</td>
</tr>
<tr>
<td>Tessa DeWitt</td>
<td></td>
<td>New Applicant</td>
</tr>
<tr>
<td>Len Reed</td>
<td></td>
<td>Requesting Re-Appointment (Served 2 ½ terms)</td>
</tr>
</tbody>
</table>

Overview:
Pursuant to MCA §76-2-223, the Zoning Board of Adjustments has the exclusive power and authority to independently hear and decide zoning appeals and applications for zoning variances and special exceptions. The five-member Board meets on an as-needed basis, typically the third Thursday of the month.
CASCADe COUNTY
BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) Date: 1-6-2022

NAME Dexter Busby

TELEPHONE (Home) 404-1517 (Work) (Cell) 531-661 (E-Mail) dbusby@centric.net

CURRENT ADDRESS 260 Dune Drive, Great Falls, MT 59404

Previous Public Experience (Elected or Appointed) Montana Board of Environmental Review

Previous Volunteering or County Boards Cascade County Planning Board

Current Volunteering or County Boards Cascade County Planning Board

Current Employment Retired

Education B.S. of Chemical Engineering

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

<table>
<thead>
<tr>
<th>Board of Health</th>
<th>Fire Fee Service Area</th>
<th>Planning</th>
</tr>
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<tbody>
<tr>
<td>Compensation</td>
<td>Great Falls Airport Authority</td>
<td>Tax Appeal</td>
</tr>
<tr>
<td>DUI Task Force</td>
<td>Great Falls Transit</td>
<td>Weed Board</td>
</tr>
<tr>
<td>Fire District Area</td>
<td>Historic Preservation Advisory</td>
<td>Zoning Board of Adjustment</td>
</tr>
<tr>
<td>Library Trustee</td>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)
CASCADE COUNTY
BOARD APPLICATION

Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type)  Date January 18, 2022

NAME: David Deffinbaugh

TELEPHONE (Home) (Work) 454-8888  (Cell) 590-0708  (E-Mail) dave@dtfinancialservices.com

CURRENT ADDRESS  4018 Hanging Tree Road, Great Falls, MT 59405

Previous Public Experience (Elected or Appointed) None

Previous Volunteering or County Boards  First United Methodist Church, Family Connections

Current Volunteering or County Boards  First Alliance Church

Current Employer  David Deffinbaugh, CPA PC

Education  BS in Business Administration, Accounting

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

☐ Board of Health  ☐ Fire Fee Service Area  ☑ Planning
☐ Compensation  ☐ Great Falls Airport Authority  ☐ Tax Appeal
☐ DUI Task Force  ☐ Great Falls Transit  ☐ Weed Board
☐ Fire District Area  ☐ Historic Preservation Advisory  ☑ Zoning Board of Adjustment
☐ Library Trustee  ☐ Other

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)
CASCADE COUNTY
BOARD APPLICATION

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(Please Print or Type) 

NAME: Mike DeWitt

DATE: 02/8/2021

TELEPHONE (Home) (Work) 4062051839 (Cell) 4062312611 (E-Mail) rumblebear64@live.com

CURRENT ADDRESS: 92 Hawk Drive

Previous Public Experience (Elected or Appointed)

Helped on Vaughn water/sewer board back 09-12

Previous Volunteering or County Boards

Current Volunteering or County Boards

Current Employer: Self Employed

Education: High School Diploma, Private Pilot's License, Master Transmission Technician

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

Board of Health
Compensation
DUI Task Force
ExpoPark Advisory
Fire District Area
Fire Fee Service Area
Historic Preservation Advisory
Library Trustee
Planning
Great Falls Airport Authority
Great Falls Transit
Tax Appeal
Weed Board
Zoning Board of Adjustment
Other

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)

see attached
To whom it may concern:

Thanks for taking the time to consider my application. I would like to apply for a seat on one or multiple of the openings available. My name is Mike DeWitt, I'm a local resident born and raised, I have a wife and 3 kids and local business owner. I have completed many goals successfully throughout my life and this is one of the next I would like to accomplish to give back to my community. I currently own a successful transmission repair shop and have built 8 commercial rentals within 5 buildings in the last 5 years, every business that has rented from us was not existent, we also own the silver spur saloon in Vaughn along with a few rentals out there so property is my passion, I feel the community has taken care of me so I feel I need to give back, I checked the boxes of the boards I'm interested in as they are all interesting to me, I'm very knowledgeable in many areas and I do not give up on anything I believe in as I also obtained my pilots license 7 years ago so the airport board would even be considered, I'm honest, reliable and very hard working and I think I could be an asset to the community in the future. I believe this community needs some new minds and ideas in office and I hope you will consider my application.

Thank you for your time

[Signature]
CASCADE COUNTY
BOARD APPLICATION

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(Please Print or Type) Date 2/11/2021

NAME Tessa Dewit

TELEPHONE (Home) (Work) (Cell) 590-674-TDEAR.TDE@gmail.com

CURRENT ADDRESS 92 Hawk Drive Great Falls MT 59401

Previous Public Experience (Elected or Appointed)

Previous Volunteering or County Boards

Current Volunteering or County Boards

Current Employer Trans Tech Automotive

Education High School Diploma

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

☐ Board of Health ☐ Fire Fee Service Area ☐ Planning
☐ Compensation ☐ Great Falls Airport Authority ☐ Tax Appeal
☐ DUI Task Force ☐ Great Falls Transit ☐ Weed Board
☐ ExpoPark Advisory ☐ Historic Preservation Advisory ☐ Zoning Board of Adjustment
☐ Fire District Area ☐ Library Trustee ☐ Other

Please list special experience or education you may have for serving on any of the boards (Additional information, comments or resume may be added to the back of this form.)
To whom it may concern:

My name is Tessa DeWitt. I'm a small town girl. I grew up in Great Falls and the surrounding areas. There is no other place I'd rather call home!

Growing up I was always involved in the community. My folks were big supporters of volunteering, helping and supporting any function that would come to Great Falls. My dad owned a feed lot in Vaughn. My mom was on many committee’s throughout the years. My husbands dad has owned a local automotive shop since the 80’s. My mother in law’s family has owned an abundance of property in Black Eagle, as well as a bar. Now it is our turn. My husband and I have 3 beautiful kids. We were in the bar business for 7 years, running and operating the Silver Spur Saloon in Vaughn. Then we ventured off to open our local business in Black Eagle, Trans Teach Automotive. My husband rebuilds transmissions and transfer cases and I manage the front desk and paperwork. As we get older we realize how much our voice matters and we would love to be about something more for our community!

Thank you for considering my application!

Sincerely,

Tessa DeWitt DeWitt
Please complete this form and return it to the County Commission Office, Room 111 Courthouse Annex, 325 2nd Avenue North, Great Falls, MT 59401. If you have any questions, please contact the Commission Office @ (406) 454-6810. This application is designed to obtain information as to your interest and qualifications for serving on a County Government Board.

(Please Print or Type) Name: Len Reed

Date: January 20, 2022

Telephone (Home) 761-4478 (Work) 727-4644 (Cell) 870-2674 (E-Mail) enreedy@man.com

Current Address: 1607 13th Avenue SW Great Falls, MT 59404

Previous Public Experience (Elected or Appointed): Chamber Board

Previous Volunteering or County Boards: Zoning Board of Adjustment

Current Volunteering or County Boards: Zoning Board of Adjustment

Optimist Board of Realtors, Rental Housing

Current Employer: B&C Realty

Education: BS Degree, College of GF, USAF Captain Medical Officer

Please indicate which of the following Boards/Trustee positions you are interested in. Mark 1st, 2nd, 3rd choices below.

- □ Board of Health
- □ Fire Fee Service Area
- □ Planning
- □ Compensation
- □ Great Falls Airport Authority
- □ Tax Appeal
- □ DUI Task Force
- □ Great Falls Transit
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- □ Zoning Board of Adjustment
- □ Library Trustee
- □ Other

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Real Estate Broker, Land Developer, Rental Manager

Requesting Re-Appointment