1. 9:30 A.M. Commission Meeting
   Documents:
   
   3-8-2022 CM.PDF

2. 9:30 A.M. Commission Meeting (3-8-2022 Docs)
   Documents:
   
   03-08-2022 AGENDA DOCS.PDF
**CASCADE COUNTY COMMISSION MEETING**  
325 2nd Avenue North, Great Falls, MT  
Commission Chambers, Room 105 or via Zoom Webinar  
March 8, 2022 - 9:30 a.m.

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_4Ckl90SgT1KmdfCz_EUZCA](https://us02web.zoom.us/webinar/register/WN_4Ckl90SgT1KmdfCz_EUZCA)  
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: 841 0503 0505  
Password: 580414

**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.**

**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 16, 2022 * February 22, 2022 * February 24, 2022


**Resolution 22-17:** Budget Appropriation within the American Rescue Plan Fund #2995 increasing budget authority to fund the Adobe Creek/Sun River Avulsion Project. Total Amount: $78,978.

**Resolution 22-18:** A resolution in support of Touro Medical School workforce training grant.

**Contract 22-21:** Heartland Government and Education Merchant Processing Agreement for additional merchant identification number and service establishment for electronic payment processing services for the Cascade County Juvenile Detention Center and the Clerk and Recorder’s offices.

<table>
<thead>
<tr>
<th></th>
<th><strong>Motion to Approve or Disapprove</strong></th>
<th></th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td><strong>Resolution 22-16:</strong> A Resolution of Intent to Establish a County-Wide Pace Program.</td>
<td>Commissioner Briggs</td>
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| 2. | **Resolution 22-16:** A Resolution of Intent to Establish a County-Wide Pace Program. | Sean Higginbotham  
Director Department of Technology |
| 3. | **Resolution 22-16:** A Resolution of Intent to Establish a County-Wide Pace Program. | Captain Scott  
VanDyken  
Sheriff’s Office |
| 4. | Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners’ jurisdiction. *(MCA 2-3-103)* |   |
| 5. | Adjournment. |   |
AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 2/5/22

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #317337 through #317513 totaling $427,524.66 and EFT #9102251 through #9102259 totaling $1,390.02 for an A/P total of $428,914.68 dated 2/7/2022 through 2/11/22.

A listing of all paid checks is available in the Cascade County Commissioners Office.
AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 2/12/22

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #317514 through #317627 totaling $181,860.86 and EFT #9102266 through #9102272 totaling $39,882.78 for an A/P total of $221,743.64 dated 2/14/2022 through 2/17/22.

A listing of all paid checks is available in the Cascade County Commissioners Office.
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 March 8, 2022.

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

Staff Present: Les Payne– Public Works Director, Mary Embleton – Budget Officer, Carey Ann Haight – Deputy County Attorney, Phoebe Marcinek– Deputy County Attorney, Bonnie Fogerty Commission office, and Marie Johnson Deputy Clerk & Recorder

Public Members Present: Rae Grulkowski

Commissioner Larson opened the work session meeting at 2:00 pm

Treasurers Report

Consent Agenda Items:

**Contract 22-15:** Collective Bargaining Agreement by and between Teamsters Local Union #2 and the Cascade County Office & Clerical Employees. Effective: July 1, 2021- June 30, 2023. Discussion about this contract occurred.

**Contract 22-18:** Lease Agreement by and between Great Falls School District No. 1 & A and Cascade County. Cascade County Extension Services has had a lease relationship with the Great Falls School District, utilizing the north wing in the District owned facility known as Great Falls Early Learning Family Center (“ELF”), located at 3300 Third Street NE, Great Falls, Montana. Effective: June 30, 2022 - June 30, 2024. Annual Lease: $26,563 Discussion about this contract occurred

**CITY/COUNTY HEALTH DEPARTMENT**

**Resolution 22-14:** Budget Appropriation within Fund #2270 increasing budget authority due to a funding from MT DPHHS Task Order 22-07-4-51-013-0 to hire a STD Disease Intervention Specialist. Total Amount: $32,704

AGENDA –

**Contract 22-13:** Contract with Montana Fence for the removal and replacement of the ExpoPark Racetrack fence and gates. Total Cost: $148,910 09:32

**Contract 22-14:** Professional Services Agreement with Big Sky Civil & Environmental Inc. for the Simms Road Project. Total Cost: $17,080 12:51

**Contract 22-16:** Management Plan between Cascade County and TD&H Engineering for the Armington Bridge Replacement Project 16:08

**Contract 22-17:** Contract with Montana School Equipment Company for the removal and replacement of a new Air Curtain at the Pacific Steel & Recycling Arena at the MT ExpoPark. Total Cost: $55,232 21:11

**Sand Coulee Fire Service Area Board Appointments** 24:44

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<td>Stacey Byrne</td>
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<td>5/31/2024</td>
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<td>Ashlee Reese</td>
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Adjournment: Commissioner Larson closed the work session meeting at 2:27 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 cascadecounty.mt.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 March 8, 2022.

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

Staff: Carey Ann Haight- Chief Deputy Attorney, Phoebe Marcinek-County Attorneys, Les Payne- Public Works Director, Mary Embelton-Finance, Diane Heikkila- Treasurer, Bonnie Fogerty-Commission and Marie Johnson -Deputy Clerk & Recorder

Attendees Via Zoom: Nicole Girten, Jenn Rowell, Matt Epstein, Thomas Wylie and Rae Grulkowski.


Call to Order: Chairman Briggs called the meeting to order. 00:00
Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:01

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 02:49

Treasurers Report: Diane Heikkla, read the Treasurers Report. 05:56

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 Ryan made a MOTION to (A) Approve minute entries January 25th, 26th, and 31st 2022, and February 2nd, and 8th, 2022. (B) Approval of Routine Contracts as Follows: 06:21

Contract 22-15: Collective Bargaining Agreement by and between Teamsters Local Union #2 and the Cascade County Office & Clerical Employees. Effective: July 1, 2021- June 30, 2023. 06:49

Contract 22-18: Lease Agreement by and between Great Falls School District No. 1 & A and Cascade County for Cascade County Extension Services office space. This office space utilizes the north wing in the District owned facility known as Great Falls Early Learning Family Center ("ELF"), located at 3300 Third Street NE, Great Falls, Montana. Effective: June 30, 2022 - June 30, 2024. Annual Lease: $26,563 06:58

CITY/COUNTY HEALTH DEPARTMENT

Resolution 22-14: Budget Appropriation within Fund #2270 increasing budget authority due to a funding from MT DPHHS Task Order 22-07-4-51-013-0 to hire a STD Disease Intervention Specialist. Total Amount: $32,704 (Ref: Contract 22-06) 07:53

Motion carries 3-0 to approve items on the consent agenda 08:34

Agenda Item #1
Motion to Approve or Disapprove

Les Payne read the background for this contract. 10:21

Commissioner Larson made a MOTION to approve Contract #22-13, for Montana Fence, for the removal and replacement of the ExpoPark Racetrack fence and gates, for a total cost of $148,910.00. Some discussion on this contract.

Motion carries 3-0 12:49

Agenda Item #2
Motion to Approve or Disapprove
Contract 22-14: Professional Services Agreement with Big Sky Civil & Environmental Inc. for the Simms Road Project. Total Cost: $17,080 11:48

Les Payne read the background for this contract. 13:59

Commissioner Ryan made a MOTION to approve Contract 22–14, proposal from Big Sky Civil & Environmental Inc, for the professional service's agreement, for the Simms Road Project, for a total cost of $17,080.00 and instruct staff to complete the contracting process.

Motion carries 3-0 14:04

Agenda Item #3
Motion to Approve or Disapprove
Contract 22-16: Management Plan between Cascade County and TD&H Engineering for the Armington Bridge Replacement Project.

Mary Embelton presented this contract. 16:18

Commissioner Larson made a MOTION to approve Contract 22-16, Cascade County and TD&H Engineering Management Plan in accordance with the Montana Coal Endowment Program grant start-up requirements. Motion carries 3-0 16:58

Agenda Item #4
Motion to Approve or Disapprove

Les Payne read the background for this contract. 18:24

Commissioner Ryan made a MOTION to approve Contract 22-17, for Montana School Equipment Company for the removal of the old curtain and replaced with a new air curtain, for a total cost of $55,232.00 Motion carries 3-0 19:45
**Agenda Item #5**
**Motion to Approve or Disapprove**
Sand Coulee Fire Fee Service Area Board Appointment Vacancy) Term Expiration
Applicants: Stacey Byrne & Ashlee Reese with one (1) vacancy with a term expiration of May 31, 2024. (Filling seat vacated by Karla McCale)

Commissioner Ryan made a **MOTION** to appoint Stacey Byrne to the Sand Coulee Fire Fee Service Area Board.
Commissioner discussion on this appointment. **20:17**
Motion carries 3-0 **22:49**

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 09:54 a.m.
February 24, 2022 – 2:00 p.m.
Cascade County Public Works
279 Vaughn S Frontage Rd. Great Falls Mt. 59404

ExpoPark Roofing Project

These minutes are paraphrased and reflect the proceedings of the Board of Commissioners. MCA 7-4-2611 (2) (b).

**Staff Present:** Les Payne, Jennifer Snell

**Public Present:** None

At 2:00 pm., Les Payne-Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for Statement of Qualifications (SOQ) for Architectural/Engineering services relating to the design and construction for the removal of the old roof and installation of approximately 100,000 sq.ft. of flat rubberized new roofing for the Pacific Steel & Recycling Arena and the Exhibition Hall Facilities located at the Montana ExpoPark; 400 3rd St. NW. Great Falls MT.

Advertisement for bids were published in the Great Falls Tribune on February 9th, 13th, and 20th 2022 was also made available on the Cascade County Website. Hard copies were available at the Public Works Department (*Exhibit A*). Sealed bids were due by 2:00pm on February 24th, 2022.

Les Payne announced that Cascade County received two (2) SEALED bids.

Bids were provided by Nelson Architects of Great Falls Montana and TD&H of Great Falls Montana.

**Bid Packet from Nelson Architects 621 2nd Ave. N. Great Falls, MT. 59401**

Packet received at the Cascade County Public Works Building 2/24/2022 at 1:41pm.

5 packets received. **All Complete (Exhibit B)**

- Principal in Charge $155.00per hour
- Project Architect $129.00per hour
- Production Drafting $85.00
- Construction Admin $88.00per hour
- Total Bid $166,250.00
Bid Packet from 1800 River Dr. N. Great Falls, MT. 59401

Packet received at the Cascade County Public Works Building 2/24/2021 at 11:02am.

Completed Bid Form and a Bid bond. **All Complete (Exhibit C)**

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<td>Roof Design</td>
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<td><strong>Total Bid</strong></td>
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Les Payne stated that staff will take bids under advisement and make recommendations to Cascade County Commissioners. The Commissioners will review during a local work session. Meetings are located in the Cascade County Annex building at 325 2nd Ave N. Great Falls Mt. 59401 in room 111.

Meeting Adjourned February 24, 2022, at 2:07 p.m.

Minutes taken by: Jennifer Snell 2/24/2022 beginning 2:00pm
March 8, 2022

Resolution 22-15

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:                    Elections Capital Reserve Appropriation
INITIATED BY:            Cascade County Clerk & Recorder
ACTION REQUESTED:        Approval of Resolution #22-15
PRESENTED BY:            Rina Fontana Moore
                         Cascade County Clerk & Recorder

SYNOPSIS:
The Cascade County Elections Department would like to purchase an additional DS950 count machine.
Attached you will find a resolution requesting that the commission approves the budget authority from the

RECOMMENDATION:
Approval of Resolution #22-15.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
Mr. Chair, I move the Cascade County Commission APPROVE Resolution 22-15, allowing the Cascade
County Clerk & Recorder/Elections Administrator the budget authority to purchase a DS950 count machine
out of the election reserves.

MOTION TO DISAPPROVE:
Mr. Chair, I move the Cascade County Commission TIDISAPPROVE Resolution #22-15, allowing the
Cascade County Clerk & Recorder/Elections Administrator the budget authority to purchase a DS950 count
machine out of the election reserves.
BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA  

IN THE MATTER OF A BUDGET APPROPRIATION WITHIN  
CASCADE COUNTY ELECTIONS CAPITAL RESERVE FUND #4150  
INCREASE FOR PURCHASE OF NEW VOTE COUNTING MACHINE  

RESOLUTION 22-15  

WHEREAS, the Commission passed Resolution 21-48 Adopting the Final Budget for FY2022 on September 7, 2021 as per MCA 7-6-4020 for all funds including Fund #2963 Public Health Emergency Program Fund; and  

WHEREAS, Cascade County Elections department has need of a new vote counting machine which was not anticipated in September of 2021 and therefore was not budgeted; and  

WHEREAS, the Elections Capital Reserve Fund has a cash balance in excess of $125,500 which can be utilized for the purchase of a new vote counting machine; and  

WHEREAS, a budget amendment is necessary to increase the expenditures in Fund #4150 by an amount of $112,065 which is offset by cash reserves in order to purchase a new vote counting machine; 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 adjustments are to be made as detailed in Attachment A;  

Dated this 8th Day of March, 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 AMENDMENT (APPROPRIATION)

Date: 2/18/2022

To: Cascade County Board of Commissioners

Program Name: Elections Capital Reserve

CFDA #

Contract #

Responsible Department: Clerk & Recorder Elections Administrator

Prepared by: Rina Moore

Please approve the following budget changes:

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<th>Dept</th>
<th>Function</th>
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| Acct # |  |  |  |  | 0 | 0 | 0 |

Explanation of budget changes:
Establish budgets to reflect the purchase of a new DS950 count machine, and the first year's maintenance from existing reserves.

Changes authorized by: Rina Fontana-Moore

Print Name

Budget Officer: Mary C. Smith

Date: 2/18/2022
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<th>YTD Encumbrances</th>
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### Trial Balance Listing

#### Through 02/17/22

**Detail Balance Sheet Listing**

Exclude Rollup Account

#### Account Description

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<tr>
<th>Account</th>
<th>Balance Forward</th>
<th>YTD Debits</th>
<th>YTD Credits</th>
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From: Moore, Rina  
Sent: Friday, February 18, 2022 8:38 AM  
To: Embleton, Mary  
Subject: RE: Capital Acquisition Request  
Attachments: DS950 (2).pdf

Mary –

Attached is the signed copy. Thank you for your assistance.

Rina

From: Embleton, Mary <membleton@cascadecountymt.gov>  
Sent: Friday, February 18, 2022 8:30 AM  
To: Moore, Rina <rfmoore@cascadecountymt.gov>  
Subject: RE: Capital Acquisition Request

It does get confusing when it comes to transferring money around. We’ve been trying to keep that to a minimum, and thankfully we don’t need to do it to purchase the new machine. And you’re right, that in this case, the cash is there in your CIP account, so all that’s needed is the permission to budget it.

I've attached a corrected version....please review and if it looks OK, then sign and attach the backup docs and send them my way.

We can get it on the March 2 Work Session agenda.

Mary K. Embleton  
Budget Officer/Grants Coordinator  
Cascade County  
406-454-6731

From: Moore, Rina <rfmoore@cascadecountymt.gov>  
Sent: Friday, February 18, 2022 8:17 AM  
To: Embleton, Mary <membleton@cascadecountymt.gov>  
Subject: RE: Capital Acquisition Request

Did I send two? I am sorry.

Originally they quoted 125K, then came back with a sales agreement of 107,910 with this year's maintenance of 4155.

The amount that we want to spend is $112,065 and I think we can spend it all out of 4150 as that is where we paid for the elections office upgrade, however in 2019 when we purchased the last machine, we moved the money into 1000-214.

So, the confusing part for me is that I think the money is where I need it to be but we just need the permission to budget the expense and spend it, right?

Rina
March 8, 2022

Resolution 22-17

Agenda Action Report

Prepared for the

Cascade County Commission

ITEM

A resolution requesting Distribution of American Rescue Funds, to fund Adobe Creek/Sun River Avulsion Project.

INITIATED & PRESENTED BY

Les Payne, Public Works Director

ACTION REQUESTED

Approval of Resolution 22-17

BACKGROUND:

Cascade County received American Rescue Plan acting funds totaling $7,902,196.00 in May of 2021, part of which can be used to assist various entities within the county for infrastructure projects under the Clean Water Act. The Adobe Creek/Sun River Avulsion correction project was deemed an eligible project on behalf of the Sun River Irrigation Ditch Company to use ARPA minimum allocation grant funds, and Cascade County has contributed $78,978.00 as the match requirement for ARPA minimum allocation grant. A budget amendment is necessary to increase the expenditures in fund #2995 by an amount of $78,978.00, which is offset by cash reserves in order to fund the match requirements.

RECOMMENDATION:

Approval of Resolution 22-17, a resolution requesting Distribution of American Rescue Funds, to fund Adobe Creek/Sun River Avulsion Project.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commissioners APPROVE Resolution 22-17, a resolution requesting Distribution of American Rescue Funds, to fund Adobe Creek/Sun River Avulsion Project.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commissioners DISAPPROVE Resolution 22-17, a resolution requesting Distribution of American Rescue Funds, to fund Adobe Creek/Sun River Avulsion Project.
WHEREAS, the Commission passed Resolution 21-48 Adopting the Final Budget for FY2022 on September 7, 2021 as per MCA sec. 7-6-4020 for all funds including Fund #2963 Public Health Emergency Program Fund; and

WHEREAS, Cascade County received American Rescue Plan Act funds totaling $7,902,196 in May of 2021, part of which can be used to assist various entities within the county for infrastructure projects under the Clean Water Act; and

WHEREAS, the Adobe Creek/Sun River Avulsion correction project was deemed an eligible project on behalf of the Sun River Irrigation Ditch Company to utilize ARPA Minimum Allocation Grant funds; and

WHEREAS, Cascade County has contributed $78,978 as the match requirement for ARPA Minimum Allocation grant, which was not anticipated nor budgeted for FY2022; and

WHEREAS, a budget amendment is necessary to increase the expenditures in Fund #2995 by an amount of $78,978 which is offset by cash reserves in order to fund the match requirement; and

WHEREAS, pursuant to MCA sec. 7-6-4006, 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 adjustments are to be made as detailed in Attachment A;

Dated this 8th Day of March, 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 AMENDMENT (APPROPRIATION)

Date: 2/24/2022
To: Cascade County Board of Commissioners

Program Name: Adobe Creek/Sun River Avulsion for the Sun River Valley Ditch Company

CFDA #
Contract #
Responsible Department: Public Works

Prepared by: Gayle Fellows

Please approve the following budget changes:

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<th>Dept</th>
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| Revenues |
|----------|---------|-----------------|----------------|
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| Acct #   |         | 0               | 0              |

Explanation of budget changes:
Increase budget authority in ARPA Fund #2995 to fund the Adobe Creek/Sun River Avulsion correction project as match for the Sun River Valley Ditch Irrigation Company's request for ARPA Minimum Allocation grant fund from the State. County and SRVDC are both providing match for the state grant. Increase is offset by existing reserves from the first tranche of SLFRF ARPA funds sent by the US Treasury in May 2021.

Changes authorized by:

Department Head Signature or Date: 2-24-2022
Elected Official Signature

Les Payne
Print Name
## Budget Performance Report

Fiscal Year to Date 02/28/22
Include Rollup Account and Rollup to Object

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# Trial Balance Listing

**Through 02/28/22**

**Detail Balance Sheet Listing**

**Exclude Rollup Account**

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<thead>
<tr>
<th>Account</th>
<th>Account Description</th>
<th>Balance Forward</th>
<th>YTD Debits</th>
<th>YTD Credits</th>
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<th>Prior Year YTD Balance</th>
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**Fund 2955 - American Rescue Plan Totals**

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ITEM: Resolution in support of Touro Medical School Job Creation Grant from the Big Sky Economic Development Trust Fund

INITIATED AND PRESENTED BY: Carey Ann Haight, Chief Civil Attorney
Joe Briggs, Commission Chair

ACTION REQUESTED: Approval of Resolution 22-18

BACKGROUND:
Great Falls Development Authority, Benefis Health Systems and several other community partners including Cascade County have been working for several years to attract a Medical School to the Great Falls area. Recently Touro College of Osteopathic Medicine has committed to building such a facility here in Great Falls. As a part of the community assistance offered to Touro to make this project successful is the use of Big Sky Trust Fund Job Creation program. This program requires that a county or city government host the grant application on behalf of Touro. Great Falls Development Authority is acting on behalf of Touro and has asked that Cascade County be the hosting entity. The hosting of this grant application does not place any financial obligations on the county and GFDA will be responsible for submitting and managing the grant on behalf of Touro and Cascade County.

RECOMMENDATION:
Given the importance to our region of having a local Medical school to help address the shortage of doctors coupled with the lack of a financial commitment required of the county, the recommendation is that the Board of County Commissioners adopt resolution 22-18 allowing GFDA to move forward on the Touro Medical School Job Creation Grant.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
“Mr. Chairman, I move Cascade County Commission APPROVE Resolution 22-18, for the Touro Medical School Job Creation Grant application to the Big Sky Trust Fund.”

MOTION TO DISAPPROVE:
“Mr. Chairman, I move Cascade County Commission DISAPPROVE Resolution 22-18.”
A RESOLUTION BY THE COUNTY COMMISSION OF CASCADE COUNTY, MONTANA, RELATING TO TOURO COLLEGE MONTANA, LLC APPLICATION TO THE BIG SKY ECONOMIC DEVELOPMENT TRUST FUND PROGRAM, ADMINISTERED BY THE STATE OF MONTANA DEPARTMENT OF COMMERCE, ON BEHALF OF THE GREAT FALLS DEVELOPMENT AUTHORITY

WHEREAS, the Great Falls Development Authority is committed to facilitating economic diversification in the City and the region; and

WHEREAS, the County Commission is committed to facilitating job creation and economic expansion, thus positively impacting the economy of the entire region; and

WHEREAS, Touro College Montana, LLC desires to build a medical school in Cascade County serving the entire state of Montana and creating jobs in Cascade County; and

WHEREAS, the County Commission has determined that Touro College Montana, LLC has growth potential and supports economic diversity; and

WHEREAS, the Montana Department of Commerce administers the Big Sky Economic Development Trust Fund Job Creation program, which is a state-funded program to assist with economic development supporting high wage jobs to promote long-term, stable economic growth in Montana, create partnerships, expand existing businesses and provide a better life for future generations through greater economic growth and prosperity in Montana; and

WHEREAS, the County Commission hereby authorizes and appoints the Great Falls Development Authority to administer, on behalf of Cascade County, all aspects of the Economic Development Grant, and provide administrative support and other responsibility for the management and appropriate reporting to the Montana Department of Commerce.

NOW, THEREFORE, BE IT RESOLVED by the Commissioner of Cascade County, Montana, that Cascade County submit an application, on behalf of the Great Falls Development Authority, to the Big Sky Economic Development Trust Fund Program to assist Touro College Montana, LLC in its new medical school and that Great Falls Development Authority manage all aspects of the grant.
PASSED AND ADOPTED on this 8th day of March 2022 by the Cascade County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Attest
On this ____ day of ______, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County 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.
March 8, 2022

Agenda Action Report
prepared for the
Cascade County Commission

ITEM

Additional Merchant Identification Number &
Service Establishment for Electronic Payment
Processing Services

INITIATED AND PRESENTED BY

Sean Higginbotham, Director
Department of Technology

ACTION REQUESTED

Approval of Contract 22-21

BACKGROUND:
Cascade County entered into an agreement for electronic payment processing services with Heartland Payment Solutions in 2019 (ref contract #19-201). Since entering into that agreement additional offices and departments within Cascade County have sought to incorporate electronic payment processing services into their operations, specifically the Clerk and Recorders Office and the Juvenile Detention Center. The attached agreements will allow our payment processor, Heartland Payment Solutions, to provide electronic payment processing to those offices and departments. Contract #19-201 provides the Master Services Agreement which establishes the terms and conditions of electronic payment processing.

STAFF RECOMMENDATION:
Staff recommends that the Board of County Commissioners approve Contract 22-21 the additional merchant identification numbers and electronic payment processing services to be established for the Cascade County Juvenile Detention Center and the Cascade County Clerk and Recorder.

TWO MOTIONS FOR CONSIDERATION:

Motion to Approve:
Mr. Chairman, I move that the Commissioners Approve Contract 22-21 the additional merchant identification numbers and electronic payment processing services to be established for the Cascade County Juvenile Detention Center and the Cascade County Clerk and Recorder.

Motion to Disapprove:
Mr. Chairman, I move that the Commissioners DISAPPROVE Contract 22-21, the additional merchant identification numbers and electronic payment processing services to be established for the Cascade County Juvenile Detention Center and the Cascade County Clerk and Recorder.
Government and Education Merchant Processing Agreement

Merchant hereby acknowledges and agrees that Heartland will select one of the Member Sponsor Banks listed above based on the following criteria: business type, POS equipment compatibility, depository institution and/or existing Heartland relationship. Heartland will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Transaction to Heartland under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement.

ACKNOWLEDGEMENT

Merchant hereby acknowledges and agrees that Heartland will select one of the Member Sponsor Banks listed above based on the following criteria: business type, POS equipment compatibility, depository institution and/or existing Heartland relationship. Heartland will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Transaction to Heartland under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement.

Joe Briggs, County Commissioner

DATE

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CARD FEE SCHEDULE

<table>
<thead>
<tr>
<th>SERVICE REQUESTED</th>
<th>DISCOUNT RATE</th>
<th>DISCOUNT PER ITEM</th>
<th>TRANS FEE DIAL</th>
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<td>$</td>
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<td>MasterCard</td>
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<td>$</td>
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<tr>
<td>Discover/DC</td>
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<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>PIN Debit/Plus PIN Network Fees</td>
<td>%</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<td>American Express</td>
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RECURRING FEES

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<td>Service &amp; Regulatory Mandate Fee</td>
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<tr>
<td>PCI Non-Compliance Fee</td>
<td>$125.00</td>
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Extended+:

$ Wells Fargo Merchants Only

IMPORTANT INFORMATION ACCOUNT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AUTHORIZED SIGNER(S) INFORMATION

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

(1) Authorized Signer

Joe Briggs

Commissioner

TITLE

302 2nd Ave North, Great Falls, MT 59401

HOME ADDRESS / CITY / STATE / ZIP

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

DRIVER'S LICENSE NUMBER

LENGTH OF TIME AT ADDRESS

(2) Authorized Signer

Diane Heikkila

Treasurer

TITLE

1214th St N, Great Falls, MT 59401

HOME ADDRESS / CITY / STATE / ZIP

DATE OF BIRTH (MM/DD/YYYY)

SOCIAL SECURITY NUMBER

DRIVER'S LICENSE NUMBER

LENGTH OF TIME AT ADDRESS

DEBIT AND CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

US Bank

406.447.5251

Helena, MT 59601

DEPOSITORY BANK NAME

PHONE NUMBER

CITY, STATE, ZIP

CARD DEBIT AND CREDIT AUTHORIZATION

<table>
<thead>
<tr>
<th>TYPE OF ACCOUNT</th>
<th>ACCOUNT NUMBER</th>
<th>ROUTING NUMBER</th>
<th>NAME AS IT APPEARS ON BANK ACCOUNT</th>
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<tbody>
<tr>
<td>Checking</td>
<td>1-539-1089-3277</td>
<td>123000848</td>
<td>TREASURER OF CASCADE COUNTY</td>
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<tr>
<td>Other</td>
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</table>

ACH DEBIT / CREDIT AUTHORIZATION

<table>
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<tr>
<th>ACCOUNT TYPE</th>
<th>TRANSIT ROUTER / ABA NUMBER</th>
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<th>NAME AS IT APPEARS ON ACCOUNT</th>
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</thead>
<tbody>
<tr>
<td>Checking</td>
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</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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### INTERCHANGE QUALIFICATION
- □ MOTO / Internet
- □ Retail
- □ Small Ticket

### SALES METHOD
- □ Premise Face to Face Sales: 100%
- □ Mail Order Sales: %
  - □ Real-Time Internet Sales: %
  - □ Inbound Telephone Order Sales: %
  - □ Outbound Telephone Order Sales: %
  - □ Internet (keyed): %
  - □ Recurring Billing: %
  - □ TOTAL = 100%

### CARD ACCEPTANCE
- □ All Cards Accepted

### DEPOSIT METHOD
- □ Standard

### PROCESSING METHOD
- □ Card Swiped: 100%
- □ Keyed with Imprinted Receipt: %
- □ Keyed without Imprinted Receipt: %
- □ TOTAL = 100%

### MOTO CARD TYPE
- □ Percent of Domestic Transactions: %
- □ Percent of Foreign Transactions: %
- □ TOTAL = 100%

### STATEMENT OPTIONS
- □ Standard
- □ Suppress Statements

### MERCHANT DETAIL
- □ All Electronic Communications (Including ACH Returns)
- □ Same Email as InfoCentral
- □ Preferred Email Address

### PCI COMPLIANCE
- □ Yes
- □ No

### FUTURE DELIVERY (FD)
- □ 2 – 5 Days: %
- □ 6 – 10 Days: %
- □ 11 – 30 Days: %
- □ 31 – 60 Days: %
- □ 61 – 90 Days: %
- □ 91 – 120 Days: %
- □ > 120 Days: %
- □ IF APPLICABLE TOTAL = 100%

### PERCENT OF GIFT CARD SALES
- □ WHAT PERCENTAGE OF BANKCARD VOLUME IS "FD": 0 %

---

*Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and/or service are NOT delivered (not including mail time) within 24hrs of the time of sale, please indicate below:

### DISPUTE LETTERS
*Select mail option as back-up.

### MAILING OPTIONS
- □ Legal
- □ DBA
- □ Fax
- □ Email

### ELECTRONIC OPTIONS
- □ Yes
- □ No
- □ N/A

---

**Statement:**

- □ [ ] Yes
- □ [ ] No

**Does your company utilize a Data Storage Entity or Merchant Servicer that has access to Card Member Data:**

- □ [ ] Yes
- □ [ ] No

(i.e., Payment gateway or data warehouse, etc.)

- □ [ ] Yes
- □ [ ] No

**If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:**

---

**PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If your or your POS system store, process, or transmit full cardholder’s data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant. As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:**

**Merchant will maintain full PCI DSS Compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor:**

- □ [ ] Yes
- □ [ ] No
- □ [ ] N/A

**Do your transactions process through any other third parties (i.e., Web Hosting Companies, Gateways, Corporate Office):**

- □ [ ] Yes
- □ [ ] No
- □ [ ] N/A

**Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS Payment Applications are utilized:**

- □ [ ] Yes
- □ [ ] No
- □ [ ] N/A

**The signing merchant listed below has experienced an Account Data Compromise:**

- □ [ ] Yes
- □ [ ] No
- □ [ ] N/A

(Copy of the completed forensic investigation is required with the app.)

**The signing merchant listed below is storing sensitive authentication data** (even if encrypted)

**After the transaction has been authorized:**

- □ [ ] Yes
- □ [ ] No
- □ [ ] N/A

**Merchant utilizes an EMV enabled terminal:**

- □ [ ] Yes
- □ [ ] No
- □ [ ] N/A

---

**Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.**

**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.**

---

**Note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.**

---

**It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.**

---

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Revised: 04/01/21

Government and Education Merchant Processing Application

**ACH PROGRAM TYPES:**

- [ ] Heartland ACH WEB: Consumer [ ] Corporate [ ] Both
- [ ] Heartland ACH Debit (Select all that apply):
  - [ ] Single
  - [ ] Recurring
  - [ ] Consumer
  - [ ] Corporate
- [ ] Heartland ACH Tel
- [ ] Vendor: Heartland [ ] Third Party: ___

Merchants can accept ACH Payments via Virtual Terminal; however, call must be recorded and be available as proof of authorization.

**ACH FEE SCHEDULE**

**PHONE NUMBER** (2)

**REQU**

Address: Heartland Payment Systems, the Terms and Conditions are
hereof, Merchant authorizes Heartland to investigate business relationship.

In addition, Merchant authorizes Heartland has
the following to accept
returns, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship.

Merchant acknowledges that Heartland has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and this Merchant Application, which together make up the entire agreement between the parties (the "Merchant Processing Agreement"). Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would enter into this Merchant Processing Agreement. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address: Heartland Payment Systems, LLC; Attn: Customer Care; One Heartland Way; Jeffersonville IN 47130

Merchant further certifies, that this business or any Owner/Officer has never been terminated by any of the Card Brands.

- [ ] Heartland ACH Debit
  - [ ] Signed written authorization from customer
  - [ ] Heartland provides Authorization Form Template
  - [ ] Merchant created Authorization Form

- [ ] Heartland ACH WEB
  - [ ] Web Authorization
  - [ ] Customer provides electronic signature
  - [ ] Customer logs in a username and password

- [ ] Heartland ACH TEL
  - [ ] Recorded Verbal Authorization
    - [ ] Heartland provided script
    - [ ] Merchant created script
  - [ ] Merchant created script
  - [ ] Recorded Verbal Authorization; select one:
    - [ ] Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
    - [ ] Merchant has existing recording service to capture verbal customer authorizations
  - [ ] How are recordings stored:
    - [ ] Via website URL:
    - [ ] Via phone: #:

REQUIRED: Authorization Script must be provided with ACH Application when Merchant is utilizing their own script.

**PROCESSING METHOD**

- [ ] 100%

**AUTHORIZATION METHOD**

Which authorization procedure does Merchant utilize to confirm customers consent:

- [ ] Heartland ACH Debit
  - [ ] Heartland ACH Debit
  - [ ] Heartland ACH Debit
  - [ ] Heartland ACH Debit

**COMPANY NAME AS IT APPEARS ON CUSTOMER BANK STATEMENTS (Max 16 Characters)**

**AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION**

HAS YOUR BUSINESS FILED BANKRUPTCY, HAD JUDGMENTS OR LIENS WITHIN THE LAST 3 YEARS: YES NO

Merchant authorizes Heartland Payment Systems, LLC ("Heartland or HPS"), any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship.

Merchant acknowledges that Heartland has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and this Merchant Application, which together make up the entire agreement between the parties (the "Merchant Processing Agreement"). Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would enter into this Merchant Processing Agreement. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address: Heartland Payment Systems, LLC; Attn: Customer Care; One Heartland Way; Jeffersonville IN 47130

Merchant further certifies, that this business or any Owner/Officer has never been terminated by any of the Card Brands.

- [ ] Authorized Signer Signature
  - [ ] Print Name & Title
  - [ ] Date

- [ ] Authorized Signer Signature
  - [ ] Print Name & Title
  - [ ] Date

**THE TERM OF THIS AGREEMENT IS 60 MONTHS**
### Card Information

**Card Only**

**ACH Only**

**Dual**

### Company Information

**Cascade County Clerk & Recorder**

**MERCHANT DBA NAME**

121 4th Street North

**DBA ADDRESS**

Cascade County

**LEGAL NAME**

(Must correspond with IRS Filing Name)

121 4th Street North

**LEGAL ADDRESS**

www.cascadeconomy.gov

**WEBSITE ADDRESS**

mjnjohnson@cascadecountymt.gov

**EMAIL ADDRESS**

(email Central Admin User Email Address)

### Member Sponsor Bank Disclosure Information

**SERVICE PROVIDER:** Heartland Payment Systems, LLC - One Heartland Way, Jeffersonville, IN. 47130 - HeartlandPaymentSystems.com (888) 963-3600

**MEMBER SPONSOR BANK (ACQUIRER) INFORMATION**

<table>
<thead>
<tr>
<th>Member Sponsor Bank</th>
<th>Acquiring Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barclay Bank</td>
<td>Deutsche Bank Trust Company Americas</td>
</tr>
<tr>
<td>Wilmington, DE. 19801</td>
<td>New York, NY 10005</td>
</tr>
<tr>
<td>125 South West Street</td>
<td>Email: <a href="mailto:COMPL.Card_Acquiring@list.DB.com">COMPL.Card_Acquiring@list.DB.com</a></td>
</tr>
</tbody>
</table>

**DEBIT BANK SPONSOR**

<table>
<thead>
<tr>
<th>Wells Fargo Bank, N.A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. Box 6079</td>
</tr>
<tr>
<td>Concord, CA 94524</td>
</tr>
<tr>
<td>Phone: (844) 284-6834</td>
</tr>
</tbody>
</table>

**MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES**

1. The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
3. The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
4. The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
5. The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

### Important Member Responsibilities

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargeback below thresholds.
3. Merchant must review and understand the terms of the Merchant Processing Agreement.
4. Merchant must comply with the Card Brands Operating Regulations.
5. Merchant must retain a signed copy of this Disclosure Page.

**Note:** The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank is the ultimate authority should the merchant have any problems.

**Acknowledgement**

Merchant hereby acknowledges and agrees that Heartland will select one of the Member Sponsor Banks listed above based on the following criteria: business type, POS equipment compatibility, depository institution and/or existing Heartland relationship. Heartland will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Transaction to Heartland under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement.

**Author:** Joe Briggs, County Commissioner

**Print Name & Title:**

**Date:**

---

**CARD ONLY**

**ACH ONLY**

**Dual**

---

**Print Name & Title:**

**Date:**

---

**Page 1**

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**Revised:** 04/31/21

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**Government and Education Merchant Processing Agreement**
CARDBUS FEE SCHEDULE

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<td>Discover/JCBI</td>
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<tr>
<td>PIN Debit (Plus Debit Network Fees)</td>
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<tr>
<td>American Express</td>
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AUTHORIZED SIGNER(S) INFORMATION

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

(1) Authorized Signer

Joe Briggs

Commissioner

325 2nd Ave North, Great Falls, MT 59404

HOME ADDRESS / CITY / STATE / ZIP

(2) Authorized Signer

Diane Hokkala

Treasurer

121 4th St N, Great Falls, MT 59401

HOME ADDRESS / CITY / STATE / ZIP

DEBIT AND CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination, and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

US Bank NA

800-937-6310

Saint Paul, MN 55107

CARD DEBIT AND CREDIT AUTHORIZATION

<table>
<thead>
<tr>
<th>TYPE OF ACCOUNT</th>
<th>ACCOUNT NUMBER</th>
<th>ROUTING NUMBER</th>
<th>NAME AS IT APPEARS ON BANK ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking</td>
<td>153910893277</td>
<td>123000948</td>
<td>Treasurer of Cascade County</td>
</tr>
<tr>
<td>Savings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
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ACH DEBIT / CREDIT AUTHORIZATION

<table>
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<tr>
<th>ACCOUNT TYPE</th>
<th>TRANSIT ROUTER / ABA NUMBER</th>
<th>ACCOUNT NUMBER</th>
<th>NAME AS IT APPEARS ON ACCOUNT</th>
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</thead>
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<tr>
<td>Checking</td>
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<td></td>
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<tr>
<td>Savings</td>
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<tr>
<td>Other</td>
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Revised: 04/01/21

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<table>
<thead>
<tr>
<th>INTERCHANGE QUALIFICATION</th>
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<tr>
<td>☐ MOTO / Internet</td>
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<tr>
<th>SALES METHOD</th>
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<tbody>
<tr>
<td>☐ Premise Face to Face Sales:</td>
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<tr>
<td>☐ Mail Order Sales:</td>
</tr>
<tr>
<td>☐ Internet (keyed):</td>
</tr>
<tr>
<td>☐ Recurring Billing:</td>
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<td>TOTAL = 100 %</td>
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</table>

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<tr>
<th>CARD ACCEPTANCE</th>
<th>DEPOSIT METHOD</th>
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<tbody>
<tr>
<td>☑ All Cards Accepted</td>
<td>☑ Standard</td>
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<table>
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<tr>
<th>PROCESSING METHOD</th>
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<tr>
<td>☑ Card Swiped:</td>
</tr>
<tr>
<td>☑ Keyed with Imprinted Receipt:</td>
</tr>
<tr>
<td>☑ Keyed without Imprinted Receipt:</td>
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<td>TOTAL = 100 %</td>
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<table>
<thead>
<tr>
<th>FUTURE DELIVERY (FD)*</th>
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<tbody>
<tr>
<td>2 - 5 Days:</td>
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<tr>
<td>6 - 10 Days:</td>
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<tr>
<td>11 - 30 Days:</td>
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<tr>
<td>31 - 60 Days:</td>
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<tr>
<td>61 - 90 Days:</td>
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<tr>
<td>91 - 120 Days:</td>
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<tr>
<td>&gt; 120 Days:</td>
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<tr>
<td>IF APPLICABLE TOTAL = 100 %</td>
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<table>
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<tr>
<th>STATEMENT OPTIONS</th>
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<tr>
<td>STATEMENT TYPE</td>
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<tr>
<td>☑ Standard</td>
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<tr>
<td>MAIL STATEMENTS TO</td>
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<td>☐ Preferred Email Address</td>
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<tr>
<th>DISPUTE LETTERS</th>
<th>Mailing Options</th>
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<tbody>
<tr>
<td>☑ Same Email as InfoCentral</td>
<td>☐ Legal</td>
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<td>☐ Fax</td>
<td>☑ Email</td>
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<tr>
<th>MERCHANT DETAIL</th>
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<tr>
<td>TYPE OF BUSINESS:</td>
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<tr>
<td>☑ Private</td>
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<td>☑ Public</td>
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<tr>
<td>☑ Municipality</td>
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<td>TICKER SYMBOL:</td>
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<table>
<thead>
<tr>
<th>PCI COMPLIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ OUR BUSINESS PCI COMPLIANT: Yes</td>
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</tbody>
</table>

DOES YOUR COMPANY UTILIZE A DATA STORAGE ENTITY OR MERCHANT SERVICER THAT HAS ACCESS TO CARD MEMBER DATA: ☑ Yes | ☐ No

(i.e., Payment gateway or data warehouse, etc.)

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, you must be PCI DSS Compliant. As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

MERCHANT WILL MAINTAIN FULL PCI DSS COMPLIANCE AT ALL TIMES AND WILL NOTIFY HEARTLAND WHEN IT CHANGES ITS POINT OF SALE SOFTWARE, SYSTEM, APPLICATION OR VENDOR:

☐ Yes | ☐ No | ☐ N/A

DO YOUR TRANSACTIONS PROCESS THROUGH ANY OTHER THIRD PARTIES (i.e., WEB HOSTING COMPANIES, GATEWAYS, CORPORATE OFFICE):

☐ Yes | ☐ No | ☐ N/A

MERCHANT UTILIZES THE SERVICES OF A PCI SSC QUALIFIED INTEGRATOR RESELLER (QIR) WHEN POS PAYMENT APPLICATIONS ARE UTILIZED:

☐ Yes | ☐ No | ☐ N/A

THE SIGNING MERCHANT LISTED BELOW HAS EXPERIENCED AN ACCOUNT DATA COMPROMISE*:

☐ Yes | ☐ No | ☐ N/A

(Copy of the completed forensic investigation is required with the app.)

THE SIGNING MERCHANT LISTED BELOW IS STORING SENSITIVE AUTHENTICATION DATA** (EVEN IF ENCRYPTED) AFTER THE TRANSACTION HAS BEEN AUTHORIZED:

☐ Yes | ☐ No | ☐ N/A

MERCHANT UTILIZES AN EMV ENABLED TERMINAL:

☐ Yes | ☐ No | ☐ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartland's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

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Revised: 04/01/21

Government and Education Merchant Processing Application
ACH PROGRAM TYPES:

- Heartland ACH WEB
- Consumer  Corporate  Both
- Heartland ACH Debit (Select all that apply):
  - Single
  - Recurring
  - Corporate

Merchant can accept ACH Payments via Virtual Terminal; however, call must be recorded and be available as proof of authorization.

FEE SCHEDULE

Note: ACH Account Verification is included

<table>
<thead>
<tr>
<th>FEE TYPE</th>
<th>DOLLAR</th>
<th>PERCENTAGE</th>
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<td>Transaction Fee</td>
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<tr>
<td>Service Fee</td>
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<tr>
<td>Return Item Fee</td>
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<td>Unauthorized Entry Fee</td>
<td>$5.00</td>
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</tr>
<tr>
<td>Re-presentation Fee*</td>
<td>$2.00</td>
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*Re-presentation (Limitation of 2 per NACHA guidelines)

For High Ticket Transactions an additional 15 BP will be assessed on the amount above $10,000.

ROLE OF AUTHORIZATION

Which authorization procedure does Merchant utilize to confirm customers consent:

- Heartland ACH Debit
  - Signed written authorization from customer
  - Heartland provides Authorization Form Template
  - Merchant created Authorization Form

- Heartland ACH WEB
  - Web Authorization
  - Customer provides electronic signature
  - Customer logs in a username and password

- Heartland ACH TEL
  - Recorded Verbal Authorization
  - Heartland provided script
  - Merchant created script

If utilizing Recorded Verbal Authorization, select one:
  - Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
  - Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:
  - Via website URL
  - Via phone: #

REQUIRED: Authorization Script must be provided with ACH Application when Merchant is utilizing their own script.

PROCESSING METHOD - Note: Must equal 100%

<table>
<thead>
<tr>
<th>Heartland ACH Debit</th>
<th>Heartland ACH TEL</th>
<th>Heartland ACH WEB</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>%</td>
<td>%</td>
<td>100%</td>
</tr>
</tbody>
</table>

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

Has your business filed bankruptcy, had judgments or liens within the last 3 years: YES  NO
If yes, date filed:

Merchant authorizes Heartland Payment Systems, LLC ("Heartland or HPS"), any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship.

Merchant acknowledges that Heartland has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and this Merchant Application, which together make up the entire agreement between the parties (the "Merchant Processing Agreement"). Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would enter into this Merchant Processing Agreement.

In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address: Heartland Payment Systems, LLC; Attn: Customer Care; One Heartland Way; Jeffersonville IN 47130

Merchant further certifies, that this business or any Owner/Officer has never been terminated by any of the Card Brands.

x  AUTHORIZED SIGNER SIGNATURE

Joe Briggs, Commissioner
PRINT NAME & TITLE
DATE

x  AUTHORIZED SIGNER SIGNATURE

Diane Helkinta, Treasurer
PRINT NAME & TITLE
DATE

THE TERM OF THIS AGREEMENT IS 60 MONTHS

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Revised: 04/01/21
Government and Education Merchant Processing Application
BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

RE: CASCADE COUNTY RESOLUTION OF INTENT
TO ESTABLISH A CASCADE COUNTY-WIDE
PACE PROGRAM

RESOLUTION 22-16

WHEREAS, The 67th Regular Session of the Montana Legislature enacted the Commercial Property Assessed Capital Enhancement Act of Montana, Montana Code Annotated, Title 90, Chapter 4, Part 13 (the “PACE Act”), which allows the governing body of a local government, including Cascade County, to designate an area of the territory of the local government as a district within which an authorized local government official and the record owners of a privately owned commercial or industrial facility, covered multifamily housing accommodation as defined in § 49-2-305(6), MCA, or agricultural property may enter into written contracts to impose assessments on the property to repay the financing by the owners of Energy Conservation Projects as defined in § 90-4-1302(5), MCA; and

WHEREAS, the installation or modification by property owners of qualified Energy Conservation Projects in Cascade County will further the goals of increasing economic efficiency and energy conservation without cost to the public; and

WHEREAS, the Cascade County Commissioners find that financing Energy Conservation Projects through contractual assessments (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving natural resources; and

WHEREAS, the PACE Act designates the Montana Facility Finance as state-wide administrator of projects utilizing PACE financing; and

WHEREAS, the Cascade County Commissioners, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the Cascade County’s jurisdiction as a district within which a designated Cascade County representative and the record owners of qualified real property may enter into PACE financing arrangements.

THEREFORE, be it resolved by the Cascade County Commissioners that:

Section 1. Pursuant to § 90-4-1306(1)(a)(i), MCA, Cascade County intends to make contractual assessments to repay PACE financing for qualified Energy Conservation Projects available to owners of a commercial or industrial facility, covered multifamily housing accommodation as defined in § 49-2-305(6), MCA, or agricultural property. The program is to be called Cascade County Commercial Property Assessed Capital Enhancement (“Cascade County PACE”).
Section 2. Pursuant to § 90-4-1306(1)(a)(ii), MCA, the following two types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

1. “Energy conservation measures”: means a permanent cost-effective energy improvement fixed to real property, including new construction, and intended to decrease energy or water consumption and demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature. The exemplary list of energy conservation measures codified at § 90-4-1302(4), MCA, is incorporated by reference herein.

2. “Renewable Energy System”: means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that uses one or more forms of renewable energy to generate electricity or to reduce the use of nonrenewable energy. The term includes a biomass stove but does not include an incinerator or a digester. “Renewable energy” has the meaning provided in § 15-24-3102, MCA.

Section 3. The boundaries of the entire geographic area within Cascade County’s jurisdiction are the boundaries of the district where PACE financing and assessments can occur.

Section 4. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with Cascade County’s representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that Cascade County will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. Cascade County will not, at this time, provide financing of any sort for the PACE program.
RESOLUTION 22-16

Section 5. Pursuant to § 90-4-1306(1)(a)(iii), MCA, the Montana Facility Finance Authority will serve as an independent third-party Program Administrator on the behalf of Cascade County pursuant to its Montana Commercial Property Assessed Capital Enhancements Program Guidelines available for inspection at www.lastbestpace.com (hereinafter the “MFFA CPACE Program Guidelines”). The MFFA CPACE Program Guidelines are incorporated in this resolution and made a part hereof for all purposes.

Section 6. Pursuant to § 90-4-1306(1)(a)(iv), MCA, the Cascade County Commissioners will hold a public hearing on the proposed PACE program and report on March 22, 2022, at 9:30 a.m. in the Cascade County Commissioner Chambers Room 105, 325 2nd Avenue North, Great Falls, Montana 59401 and via webinar.

Passed and Adopted this 8th day of March, 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

__________________________
Joe Briggs, Chairman

__________________________
James L. Larson, Commissioner

__________________________
Don Ryan, Commissioner

ATTESTED this _____ day of ________________, 2022

Rina Fontana Moore, Cascade County 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.
March 8, 2022

Agenda Action Report

*prepared for the*

Cascade County Commission

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<tr>
<th>ITEM</th>
<th>VxRail Hyperconverged Infrastructure Request for Proposals</th>
</tr>
</thead>
<tbody>
<tr>
<td>INITIATED AND PRESENTED BY</td>
<td>Sean Higginbotham, Director of IT</td>
</tr>
<tr>
<td>ACTION REQUESTED</td>
<td>Reject Bids received for VxRail Hyperconverged Infrastructure</td>
</tr>
</tbody>
</table>

**BACKGROUND:**
Cascade County went out for bid for a VxRail Hyperconverged Infrastructure on January 30, 2022. The invitation to bid was published on January 30, 2022, February 6, 2022, February 13, 2022, and February 20, 2022 in the Great Falls Tribune. Cascade County publicly opened bids on February 23, 2022, at 1:00 p.m. in the Courthouse Annex, Room 105.

Two bids were received, and the names of the prospective bidders and the bid costs were announced. Staff reviewed and scored each bid received. It was determined that one of the bids did not meet the requirements set forth by Cascade County. The highest scoring bid was given 1920 points of the 2150 available points. The cost of the highest scoring bid is $442,000.20. The highest scoring bid met the requirements set forth by Cascade County, however, the total cost of the bid is not within the budget Cascade County has allocated for this project.

**STAFF RECOMMENDATION:**
Staff recommends that the Board of County Commissioners reject all bids received for the VxRail Hyperconverged Infrastructure project.

**MOTIONS FOR CONSIDERATION:**

**Option 1:**
Mr. Chairman, I move that the Commissioners reject all bids received from the VxRail Hyperconverged Infrastructure request for bids.

**Option 2:**
Mr. Chairman, I move that the Commissioners accept the VxRail Hyperconverged Infrastructure bids submitted by ___________ in the amount of $___________ and authorize staff to complete the contracting process.
INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Cascade County Board of Commissioners will receive sealed bids for the purchase of a VxRail hyperconverged Infrastructure for its primary and secondary data centers. Specifications for the solution may be obtained by contacting Sean Higginbotham, IT Director, Cascade County Department of Technology, 325 2nd Ave N, Great Falls, MT 59401; Phone (406) 454-6975 or at https://www.cascadecountymt.gov/bids.aspx.

Bids are due and will be publicly opened on the 23rd day of February 2022, at the time of 1:00 o’clock p.m. at Cascade County Courthouse Annex, located at 325 2nd Ave N, Great Falls, Montana. No electronic/digital media bids are allowed. Late bids will be returned unopened.

Each bid must be accompanied by a Certified Check, Cashier’s Check, or Bid bond payable to Cascade County in the amount of ten percent (10%) of the total amount of the bid for the VxRail Hyperconverged Infrastructure. The successful bidder shall forfeit to Cascade County their bid security if they fail or refuse to enter into a contract within the time specified. Bid security of unsuccessful bidders shall be returned upon acceptance of the successful bid.

All bids shall remain effective for a period of thirty (30) days from the date of opening. Cascade County reserves the right to consider or reject any and all bids, and further to waive any defects or irregularities. All bidders must use the bid form supplied with the specifications. A contract will be awarded to the lowest and most responsible bidder.

All bidders are expected to be aware of and to abide by all state and federal statues, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Board of Commissioners reserves the right to reject any or all bids, to waive irregularities, or to accept any bid they deem to be in the best interest of Cascade County.

DATED this 30th January, 2022

Sean Higginbotham
Director
Cascade County Department of Technology

(Publish January 30th, February 6th, February 13th, and February 20th)
Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Montana State Homeland Security Program, Cascade County – CDVE Local Program Development 2021 Grant Award

INITIATED & PRESENTED BY: Captain Scott Van Dyken
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 22-20

BACKGROUND:
The Cascade County Sheriff’s Office is seeking approval to accept the Montana State Homeland Security Program, Cascade County – CDVE Local Program Development 2021 Grant Award. This is a 100% reimbursement grant for the below listed time frame. This grant will be used to fund the new Crime Prevention Logistics Manager position at the Cascade County Sheriff’s Office. The Montana Disaster and Services approved our application for the 2021 Montana State Homeland Security Program, Cascade County – CDVE Local Program Development Grant on December 20, 2021. The award number is EMW-2021-SS-00042, for accounting purposes the CFDA number is: 97.067.

TERM: 2021 Grant Funding 1/24/2022 – 9/30/2023

AMOUNT: Reimbursement to CCSO $215,000.00

RECOMMENDATION: Approval of Contract 22-20

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chairman, I move that the Commission APPROVE Contract 22-20, Montana State Homeland Security Program, Cascade County – CDVE Local Program Development 2021 Grant Award.

MOTION TO DISAPPROVE: Mr. Chairman, I move that the Commission DISAPPROVE Contract 22-20, Montana State Homeland Security Program, Cascade County – CDVE Local Program Development 2021 Grant Award.
Jesse Slaughter  
Cascade County Sheriff's Office  
3800 Ulm North Frontage Road  
Great Falls, MT 59404,

Sheriff Slaughter,

Congratulations, on behalf of Montana Disaster and Emergency Services (MT DES), the application for financial assistance submitted under the Fiscal Year (FY) 2021 State Homeland Security Program, Cascade County – CDVE Local Program Development, has been approved in the amount of $215,000.00. Cascade County Sheriff's Office is not required to match this award with any amount of non-Federal funds.

Before Cascade County Sheriff's Office requests and receives any of the Federal funds awarded, acceptance of the award must be established. By accepting this award, Cascade County Sheriff's Office acknowledges that the terms of the following documents are incorporated into the terms of this award:

- Agreement Articles (attached to this Award Letter)  
- Nationwide Cybersecurity Review Requirement  
- Obligating Document for Award (attached to this Award Letter)  
- FY 21 Homeland Security Grant Program Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Per the Notice of Funding Opportunity (NOFO), all sub-recipients are required to complete the Nationwide Cybersecurity Review, see Agreement Article XLVII. MT DES will provide more guidance upon release from DHS.

Please make sure you read, understand, and maintain a copy of these documents in the official file for this award. In order to establish acceptance of the award and its terms, please complete, sign and return the Obligating Document for Award to your MT DES Grant Coordinator.

For additional assistance, please contact your MT DES Grant Coordinator.

Delila Bruno  
Administrator  
Montana Disaster and Emergency Services

CC Scott Van Dyken
# Agreement Articles

**State Homeland Security Program**

**SUB-RECIPIENT:** Cascade County Sheriff's Office  
**PROGRAM:** State Homeland Security Program  
**STATE GRANT NUMBER:** 21HS-CCSO

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<td>Article III</td>
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Article XXIII
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Article XXV
Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Article XXVI
Lobbying Prohibitions

Article XXVII
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Article XXVIII
Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Article XXIX
Non-Supplanting Requirement

Article XXX
Notice of Funding Opportunity Requirements

Article XXXI
Patents and Intellectual Property Rights

Article XXXII
Procurement of Recovered Materials

Article XXXIII
Rehabilitation Act of 1973

Article XXXIV
Reporting of Matters Related to Recipient Integrity and Performance

Article XXXV
Reporting Subawards and Executive Compensation

Article XXXVI
SAFECOM

Article XXXVII
Terrorist Financing
Article I - Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article III - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article IV - Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

**Article V - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**Article VI - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the **DHS Civil Rights Evaluation Tool** within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

**Article VII - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article VIII - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article IX - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the **Age Discrimination Act of 1975**, Pub. L. No. 94-135 (1975)
Article X - Americans with Disabilities Act of 1990


Article XI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIV - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVI - Drug-Free Workplace Regulations


Article XVII - Duplication of Benefits

(codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article XVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 5 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XIX - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XX - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article XXI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**Article XXIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXIV - Hotel and Motel Fire Safety Act of 1990**


**Article XXV - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP).
to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

**Article XXVI - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XXVII - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXIX - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XXX - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article XXXI - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

**Article XXXII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article XXXIII - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified
handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXIX - Universal Identifier and System for Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XL - USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Environmental Planning and Historic Preservation
DHS/FEMA funded activities that may require an EHP review are subject to FEMA’s Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA’s EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to MT DES along with all other pertinent project information within 90 days of the period of performance start date. Failure to provide requisite information could result in delays in the release of grant funds. MT DES will work with Grant Programs Directorate for EHP approval.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article XLIV - MT DES Specific Acknowledgements and Assurances**

Sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.

2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable laws or program guidance.

3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. The State of Montana shall not be liable for any reimbursement amount greater than the award amount available to each sub-recipient.

6. Failure of the sub-recipient to accomplish SHSP objectives may result in the reduction or withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.

**Article XLV - Accruals**

As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES.

**Article XLVI – Authorized Representative**

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of Cascade County Sheriff's Office. This individual shall be duly authorized with all necessary powers with regard to the administration and oversight of the 2021 State Homeland Security Program grant, 21HS-CCSO. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.067.
Article XLVII - Nationwide Cybersecurity Review

Recipients and subrecipients of FY 2021 grant awards will be required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 3-6 hours to complete. The 2021 NCSR will be open from October – December 2021.
### Obligating Document for Award

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Burke Honzel, Preparedness Bureau Chief, Authorized Organizational Representative
BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

___________________________
Joe Briggs, Chairman

___________________________
James L. Larson, Commissioner

___________________________
Don Ryan, Commissioner

Passed and adopted at Commission Meeting held on this 8th day of March 2022.

Attest

On this 8th day of March 2022, I hereby attest the above-written signatures of Joe Briggs, James L. Larson and Don Ryan, 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.