

1. Agenda

Documents:

[4-28-2020 CM.PDF](#)

2. Meeting Materials

Documents:

[04-28-2020 AGENDA DOCS.PDF](#)

CASCADE COUNTY COMMISSION MEETING
April 28, 2020 - 9:30 AM
COURTHOUSE ANNEX - Via Zoom
AGENDA

Agenda Topics:

Call to Order:

Chairman Larson

Pledge of Allegiance:

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

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

Report of Approved Treasurer's Month Report – Bank Balances, Investments, Revenues and Disbursements

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: April 14, 2020

(B) Approval of Routine Contracts as follows:

Board Appointment: Compensation Board (1) Applicant: Jason T. Holden Term Expires: June 30, 2022

Resolution 20-18: Budget Appropriation within the Elections Department due to receipt of a "Help America Vote Act" (HAVA) check in the amount of \$41,652.60 to purchase an envelope printer and 15 laptops for the Elections Department. The funds were deposited into the HAVA elections account 1000-214 33.1045. \$13,048 needs to be moved into IT Supplies (1000-214) and \$28,605 into 1000-214 (900's) as the printer is a capital asset. Total Amount: \$41,653

Resolution 20-19: Prosecutorial Assistance in the criminal case State of Montana v. Steven Mark Fox.

Contract 20-37: Noxious Weed Trust Fund Project Grant Agreement, Eden Weed Management Area (Year 5) MDA #2020-024. Purpose: Perform noxious weed control activities in Cascade County.
Effective: April 28, 2020 - October 31, 2021. Maximum Grant Amount: \$14,588 (*Landowner Match*)

Contract 20-38: Noxious Weed Trust Fund Project Grant Agreement, Lower Hound Creek Weed Management Area (Year 1) MDA#2020-023. Purpose: Perform noxious weed control activities in Cascade County.
Effective: April 28, 2020 - October 31, 2021. Maximum Grant Amount: \$16,446 (*Landowner Match*)

Contract 20-43: Noxious Weed Trust Fund Project Grant Agreement, Hound Creek Weed Management Area (Year 12) MDA #2020-039. Purpose: Perform noxious weed control activities in Cascade County.
Effective: April 28, 2020 - October 31, 2021. Maximum Grant Amount: \$34,000 (*Landowner Match*)

Contract 20-45: MT DPHHS Amendment #1 Contract 20-221-13009-0 Provision of Older Americans ACT, SHIP & MIPPA Programming. This modification provides for fiscal adjustments due to Federal and State laws.
Effective: July 1, 2019 - June 30, 2020. (*Ref: Contract 19-139, R037783139*)

Resolution 20-17: Budget Appropriation within Older Americans Act Program due to modification to Contract 19-139 for the purchased services agreement. This corrects errors made in the original State funding formula across programs.
Total Increase: \$4,868 (*Ref: Contract 20-45*)

Contract 20-46: Amendment #1 to the current Fiscal Budget for Foster Grandparents Grant #18SFPMT003.
Effective April 1, 2020 - June 30, 2020. The Foster Grandparents stipend has been increased from \$2.65/per hour to \$3.00/per hour. Total Increase Amount: \$3,928 Total Award after increase: \$204,879 (*Ref: Contract 19-71, R0371844*)

City-County Health Department

Contract 20-47: MT DPHHS Task Order 21-07-4-31-106-0 Immunization Program. Purpose: To reduce burden of vaccine preventable disease within the Contractor's service area by ensuring the oversight and provision of immunization services for children, adolescents and adults. Effective: July 1, 2020 - June 30, 2021. Total Amount: \$33,113 (*Renewal*)

CASCADE COUNTY COMMISSION MEETING
April 28, 2020 - 9:30 AM
COURTHOUSE ANNEX - Via Zoom
AGENDA

1.	<p><u>Motion to Approve or Disapprove:</u> <u>Contract 20-44:</u> United Materials Bid Proposal for the Franklin Avenue Overlay Project. Total Cost: \$158,219</p>	Les Payne Interim Public Works Director
2.	<p><u>Motion to Approve or Disapprove:</u> <u>Contract 20-48:</u> WIPFLI, LLP Standard Audit Contract with Cascade County Audit Period: July 1, 2019 - June 30, 2020 Cost will not exceed: \$53,450 Audit Period: July 1, 2020 - June 30, 2021 Cost will not exceed: \$53,450 Audit Period: July 1, 2021 - June 30, 2022 Cost will not exceed: \$53,450</p>	Diane Brien Accounting Manager
3.	<p><u>Motion to Approve or Disapprove:</u> <u>Contract 20-49:</u> Willo Products Company Inc. Quote to replace twelve existing K-Pod cell doors at the Adult Detention Center. Total Cost: \$49,830</p>	Les Payne Interim Public Works Director
4.	<p><u>Motion to Approve or Disapprove:</u> Cascade County sending a letter to the Department of Natural Resources and Conservation (DNRC) regarding Cascade County's willingness to obtain a park/recreation easement on State Trust Land on Government Lots 6 & 7 in Section 23, Township 20 North, Range 3 East on Fox Farm Road pending review.</p>	Commission
5.	<p>Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)</p>	
6.	<p>Adjournment.</p>	

April 27, 2020 - May 3, 2020

April 2020							May 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	4					1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

Monday, April 27

- 9:00am - 10:30am C4MH Finance Meeting - Jane (C4MH Building) - Weber, Jane
- 9:00am - 10:30am Extension Tree Delivery - Jim - (Extension Parking Lot/Skyline School) - Larson, James
- 9:00am - 10:00am Staff Meeting - All (Commission Chambers) - Fogerty, Bonnie
- 10:00am - 12:00pm Center for Mental Health Meeting - Jane (C4MH) - Weber, Jane
- 4:00pm - 5:30pm NHA Board Meeting - Jane (Civic Center) - Weber, Jane

Tuesday, April 28

- 9:30am - 11:30am Copy: April 28, 2020 Commission Meeting ([https://zoom.us/w/93733955025?tk=ZEFTzIAA_W9xfDN7wBtZlme4kihQYpGA5Uv-SKYTa5s.DQEAAA0vql0RZTbnJQaFdsRIFInkM1SkhsLWNBWU5nAA&pwd=MnhrrIBLZEpxYIJPSFc2MFVXRHIBdz09&uuiid=WN_SM4g3nxoSi21obHiS0WuPg](https://zoom.us/j/93733955025?tk=ZEFTzIAA_W9xfDN7wBtZlme4kihQYpGA5Uv-SKYTa5s.DQEAAA0vql0RZTbnJQaFdsRIFInkM1SkhsLWNBWU5nAA&pwd=MnhrrIBLZEpxYIJPSFc2MFVXRHIBdz09&uuiid=WN_SM4g3nxoSi21obHiS0WuPg)) -
- 9:30am - 10:30am Commission Meeting - All (Via Zoom)
- 4:30pm - 5:30pm Library Board Meeting - Jane (GF Library) - Weber, Jane

Wednesday, April 29

Thursday, April 30

- 2:00pm - 3:00pm CCHD Updates with Trish Gardner - All (Commission Chambers) - Fogerty, Bonnie

Friday, May 1

- 10:30am - 12:00pm County Attorney's Weekly Meeting in Room 114 - CCAO staff (Room 110/114 Courthouse Annex) - Weber, Jane
- 12:00pm - 1:00pm Standing Executive Committee Call - Joe - Matt Chase

Saturday, May 2

Sunday, May 3

May 4, 2020 - May 10, 2020

May 2020							June 2020							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
					1	2			1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	
24	25	26	27	28	29	30	28	29	30					
31														

Monday, May 4

- 10:00am - 11:00am MACo Renewal (Conference Call) - All - Fogerty, Bonnie
- 12:00pm - 1:00pm Confero Board Meeting - Jim (Holiday Inn)
- 1:30pm - 2:30pm ExpoPark Updates with Susan Shannon - All (Commission Chambers) - Fogerty, Bonnie
- 3:00pm - 5:00pm Cascade County Mental Health Local Advisory Council Meeting - JANE (C4MH) - Weber, Jane
- 3:00pm - 5:00pm MTDA Executive Committee Meeting - Joe (Chamber Video Conference Room) - Briggs, Joe

Tuesday, May 5

- 8:00am - 9:00am Radio - STARadio - Jane (STARadio studio) - Weber, Jane
- 8:30am - 9:00am IT - Budget Meeting jweber@cascaedcountymt.gov's Zoom Meeting
- 9:00am - 10:00am IT Updates with Sean Higginbotham - ALL (remotely) - Weber, Jane
- 10:00am - 10:30am JDC Budget Meeting - jweber@cascaedcountymt.gov's Zoom Meeting
- 11:00am - 1:00pm MAC Executive Committee - Joe (Chamber) - Briggs, Joe
- 1:30pm - 2:30pm Copy: HR Budget 1st Round - All Commissioners, M.Embleton, J.Mora
- 3:30pm - 5:00pm Out of Office - Jane (OOO) - Weber, Jane
- 6:30pm - 8:00pm Public Hearing - Proposed Monarch Fire Fee Service Area Increase - All (Monarch Fire Station (7 Montana

Wednesday, May 6

- 7:00am - 8:30am Central MT Radio - Jane (Rainbow Hotel)
- 9:30am - 10:30am Copy: MSU Extension Budget Review (https://zoom.us/j/97907979665?tk=rgTZadiwb2blR25qUMnben0jy8gnuGeOh4v_GUnU7k0.DQEAAAAYy8U1kRZUUIJVZJdVFPaXpoMIVYO Gw4eFIBAA&pwd=ZVNYmzFrdEQvY09TazQ4L3YdWZzQT09&uuiid=W N_wWRz7T2LT-uXUucoilUW6dg) -
- 11:30am - 1:30pm Board of Health Meeting - Jane (CCHD) - Weber, Jane
- 2:00pm - 3:00pm Work Session - All (Via Zoom) - Fogerty, Bonnie
- 3:00pm - 4:30pm TAG Meeting - Jane (Black Eagle Community Center) - Weber, Jane

Thursday, May 7

- 8:00am - 10:00am GFDA Board Meeting - Jane (Heritage Hall) - Weber, Jane
- 8:00am - 10:00am GFDA Board Meeting - Joe (GF College - Heriatge Hall) - Briggs, Joe
- 8:30am - 11:00am Copy: Sheriff's Budget Review (https://zoom.us/j/97180690491?tk=cM8vuVrvEtStkZj3J3et5n6QHBrZhsGGG7dGZX5Gur4.DQEAAAAYy8U1kRZUUIJVZJdVFPaXpoMIVYO Gw4eFIBAA&pwd=cXEwenpSU1p1bno1NVg5QnczbDZmQT09&uuiid=WN_hgKxCMQxQCavCcuZK3WSLA) -
- 1:00pm - 4:15pm Copy: Public Works Budget Review - All Commissioners, M. Embleton, L.Payne, G.Fellows (https://zoom.us/j/95606686416?tk=x_Pcq5_IVl6Ln1N6xvaBXN8fo-QnuQ8Z86kaWqjbN88.DQEAAAAYy8U1kRZUUIJVZJdVFPaXpoMIVYO Gw4eFIBAA&pwd=RIBORERhTjc4N2ZXT3pYNWtoMGR5Zz09&uuiid=WN_PHh8Eff0Tz22meC7r3Dosg) -

Friday, May 8

- 9:30am - 10:30am Budget Meeting for CC Attorneys Office (<https://zoom.us/j/187268858?pwd=Yk1xbk1EWjlpMldBRmRPS24yemhqdz09>) -
- 9:30am - 10:30am Budget Meeting with CCAO - ALL, Mary, Josh (VIA Zoom) - Weber, Jane
- 11:00am - 12:00pm Copy: Aging Services Budget 1st Round - All Commissioners, M.Embleton, K.Thiel-Schaaf (https://zoom.us/j/91360794377?tk=W2bztDgGifEhhMcIAO71VoHi9gHn0UNVa0ZanJ0pkR8A.DQEAAAAYy8U1kRZUUIJVZJdVFPaXpoMIVYO Gw4eFIBAA&pwd=RFByd1NqZytSunMybDlyTzZaZ0xGUT09&uuiid=WN_TeJSQDFCQ8-ljuK_0Srqug) -

Saturday, May 9

Sunday, May 10

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 02/29/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #301823 through #302077 totaling \$ 413,228.93 and EFT #9101456 through #9101458 totaling \$ 313,124.49 for an A/P total of \$ 726,353.42 dated 03/02/20 thru 03/06/2020.

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

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 03/07/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 302078 through #302278 totaling \$553,479.03 and EFT's #9101460 through 9101470 totaling \$30,017.67 for an A/P total of \$583,496.70 dated 03/09/2020 thru 03/13/2020.

In addition, payroll checks #95189 through #95249 were issued totaling \$ 49,348.56 and EFT's 5239373 through 5240260 were made totaling \$ 946,848.64 for a payroll total of \$ 996,197.20 for the month of March 2020.

A listing of all paid warrants is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 03/14/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #302279 through #302430 totaling \$ 467,072.43 and EFT #9101471 through #9101474 totaling \$ 306,454.38 for an A/P total of \$ 773,526.81 dated 03/17/20 thru 03/20/2020.

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

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 03/21/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #302431 through #302567 totaling \$ 501,127.31 and EFT #9101475 through #9101488 totaling \$ 315,324.20 for an A/P total of \$ 816,451.51 dated 03/23/20 thru 03/26/2020.

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

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 03/28/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #302568 through #302688 totaling \$ 419,526.57 and EFT #9101489 totaling \$ 16,059.09 for an A/P total of \$ 435,585.66 dated 04/01/20 thru 04/03/2020.

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

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 04/04/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #302689 through #302808 totaling \$ 210,825.05 and EFT #9101490 through #9101502 totaling \$ 306,031.57 for an A/P total of \$ 516,856.62 dated 04/06/20 thru 04/10/2020.

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

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 04/11/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #302809 through #302955 totaling \$ 205,958.60 and EFT #9101503 through #9101515 totaling \$ 9,055.36 for an A/P total of \$ 215,013.96 dated 04/14/20 thru 04/17/2020.

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

TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS

March 31, 2020

BANK BALANCES:

	STATEMENTS
US BANK MASTER ACCOUNT	\$ 4,698,127.61
TOTAL	<u><u>\$4,698,127.61</u></u>

INVESTMENTS:

MT Board of Investments - Short Term Investment Pool (STIP)	\$32,311,681.99
TOTAL	<u><u>\$32,311,681.99</u></u>
GRAND TOTAL	<u><u>\$37,009,809.60</u></u>

OTHER BANK BALANCES:

	STATEMENTS
CLERK OF COURT RESTITUTION	\$ 15,779.05
SHERIFF'S COMMISSARY	\$ 38,689.64
SHERIFF'S CIVIL	\$ 15,941.74
SHERIFF'S EVIDENCE	\$ 346,382.18
JUSTICE COURT OLD TRUST	\$ 1,338.68
JUSTICE COURT NEW TRUST	\$ 82,891.97
TOTAL	<u><u>\$ 501,023.26</u></u>

RECEIPTS:

MOTOR VEHICLE	\$ 778,881.83
PROPERTY TAX	\$ 839,976.41
REVENUE RECEIPTS	\$ 3,207,335.17
TOTAL	<u><u>\$4,826,193.41</u></u>

DISBURSEMENTS: Made in the current month.

MONTANA MOTOR VEHICLE DIVISION	\$ 556,563.63
MONTANA DEPT. OF REVENUE	\$ 165,454.88
CITY OF GREAT FALLS	\$ 289,125.05
GREAT FALLS PUBLIC SCHOOLS	\$ 425,902.69
MISC. REMITTANCES	\$ 38,038.71
TOTAL	<u><u>\$ 1,475,084.96</u></u>

CASCADE COUNTY COMMISSION MEETING

April 14, 2020

Via Zoom

9:30 A.M.

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on April 28, 2020.

Commission: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Staff: Les Payne – Interim Public Works Director, Sean Higginbotham – IT Director, Mary Embleton – Budget Officer, Carey Ann Haight – Deputy County Attorney, Cory Reeves – Undersheriff, Rina Fontana Moore – Clerk & Recorder, Diane Brien – Accounting Manager, Bonnie Fogerty – Commission Office, Marie Johnson and Kyler Baker – Deputy Clerk & Recorders

Public: Jenn Rowell – The Electric, Traci Rosebaum – Great Falls Tribune, Trista Besich – Alluvion Health, Tom, Bob McNamee, Sydney Blair – Center for Mental Health

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners' calendar: Kyler Baker read the calendar. **01:55**

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Briggs made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 02:28**

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 Weber made a **MOTION** to (A) Approve minute entries (March 24, 2020; April 1, 2020; April 8, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda

Contract 20-36: Amendment Number One to Memorandum of Understanding between Cascade County and the Center for Mental Health. The purpose of this Amendment is to utilize the annually collected Mental Health levied funds to provide additional behavioral health services through the Center for Mental Health. Effective: Upon signature until June 30, 2020. Cost: Not to exceed the levied funds collected by Cascade County for Mental Health on an annual basis. (Ref: Contract 16-107, R0324502) **03:48 (ITEM PULLED AGENDA – NO OFFICIAL ACTION TAKEN)** (See Exhibit A)

Contract 20-39: Contract with One Degree Solutions, LLC (Julie Patterson) to provide grant writing services. Purpose: Preparation of a grant application for the Cascade County Sheriff's Office submission for the Bureau of Justice Assistance (BJA) Coronavirus

Emergency Supplemental Funding (CESF) Program Solicitation FY 2020. Total Amount no to Exceed: \$4,500.00 **03:58**

Contract 20-40: Contract with Great falls Fencing for installation of a fence on the eastside of the Aging Services property. Location: 1801 Benefis Court, Great Falls. Total Cost: \$4,100.00 **04:23**

Contract 20-41: Management Plan between Cascade County and Simms County Sewer District regarding the CDBG Public Facilities Grant for Lagoon Replacement. **04:43**

Contract 20-42: Interlocal Agreement between Cascade County and Simms County Sewer District regarding the CDBG Public Facilities Grant for Lagoon Replacement. **04:52**

City-County Health Department

Resolution 20-16: Budget Appropriation within the Public Health Emergency Preparedness Response fund. Contract 20-31, MT DPHHS Amendment #1, Task Order 20-07-6-008-0 provided additional funding in response to COVID-19. Total Amount: \$110,140.00 **05:04**

Motion carries 3-0 06:04

AGENDA ITEM #1 06:29

Motion to Approve or Disapprove:

Contract 20-35: Audit Services FY2020, FY2021, FY2022

Award: WIPFLI, LLP

Diane Brien, Accounting Manager, elaborates. **06:47**

Commissioner Briggs made a **MOTION** to approve Contract 20-35: Audit Services FY2020, FY2021, FY2022 Award to WIPFLI, LLP and instruct staff to complete the contracting process. **10:55**

Motion carries 3-0 12:27

Public Participation in decisions of the Board and allowance of public comment on matters the Commission has jurisdiction, on items not covered by today's agenda. (MCA 2-3-103)

Public Comment: None.

Adjournment: Chairman Larson adjourned this Commission Meeting at **09:51 a.m.**



CASCADE COUNTY BOARD APPLICATION



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

(Please Print or Type) Date April 21, 2020

NAME Jason T. Holden

TELEPHONE (Home) 727-2888 (Work) 452-6500 (Cell) 231-6680 (E-Mail) jholden@faureholden.com

CURRENT ADDRESS 3704 4th Street NE

Previous Public Experience (Elected or Appointed) Governor Bullock

Appointed me to the Legislative OPD Task Force

Previous Volunteering or County Boards State Bar of Montana, Cascade County Law Clinic, Inc.

Current Volunteering or County Boards Montana Legal Services Assn, Inc.

Current Employer Faure Holden Attorneys at Law, P.C.

Education University of Montana, 1998, 2001 (J.D.)

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

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

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

Blank lines for special experience or education.



CASCADE COUNTY BOARD APPLICATION



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

(Please Print or Type) _____ Date April 21, 2020

NAME Jason T. Holden

TELEPHONE (Home) 727-2888 (Work) 452-6500 (Cell) 231-6680 (E-Mail) jholden@faureholden.com

CURRENT ADDRESS 3704 4th Street NE

Previous Public Experience (Elected or Appointed) Governor Bullock

Appointed me to the Legislative OPD Task Force

Previous Volunteering or County Boards State Bar of Montana, Cascade County Law Clinic, Inc.

Current Volunteering or County Boards Montana Legal Services Assn, Inc.

Current Employer Faure Holden Attorneys at Law, P.C.

Education University of Montana, 1998, 2001 (J.D.)

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Board of Health | <input type="checkbox"/> Fire Fee Service Area | <input type="checkbox"/> Planning |
| <input checked="" type="checkbox"/> Compensation | <input type="checkbox"/> Great Falls Airport Authority | <input type="checkbox"/> Tax Appeal |
| <input type="checkbox"/> DUI Task Force | <input type="checkbox"/> Great Falls Transit | <input type="checkbox"/> Weed Board |
| <input type="checkbox"/> ExpoPark Advisory | <input type="checkbox"/> Historic Preservation Advisory | <input type="checkbox"/> Zoning Board of Adjustment |
| <input type="checkbox"/> Fire District Area | <input type="checkbox"/> Library Trustee | <input type="checkbox"/> Other |

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

Jason Trinity Holden



Jason Trinity Holden is a trial attorney and appellate advocate with 15 years of experience in commercial and business litigation, oil and gas litigation, insurance litigation, estate and trust litigation, torts and products liability litigation, personal injury litigation, employment litigation (management only), Federal and State criminal defense and family law.

Jason has tried numerous civil and criminal jury and bench trials in front of Montana Federal and State district courts. He has also tried numerous cases in front of Montana and National administrative agencies and arbitrators. Through his dedication to his clients and the law, Jason has developed the ability to examine a client's situation and effectively present his client's position to others.

Jason's civil litigation practice emphasizes the effective use of the Rules of Civil Procedure. His deposition and motion practice is focused on preparing for trial, but never loses sight of resolving conflicts through early neutral evaluation or mediation. His litigation strategy is client-driven with a focus on specific client

goals and objectives. Jason litigates cases in the areas of business disputes, breach of contract disputes, oil and gas contracts and disputes, insurance coverage and claims, personal injury, premises and products liability, copyright and trademark infringement, trade secrets, construction disputes, corporate and partnership disputes, employment disputes (management only), estate and probate contests, real estate disputes and family law.

Jason's criminal defense practice uses every available resource to prepare a case for trial. Because criminal cases have special statutory and Constitutional priority, they must be prepared as if they are proceeding to trial immediately. Jason relies on several experts and investigators to assist him in trial preparation, but also focuses on developing mitigation evidence and emphasizing acceptance of responsibility to obtain the best possible resolution. He has extensive experience in defending those accused in Federal Court, and handles all cases brought in Federal and State Courts throughout Montana. Jason has represented clients who have faced the death penalty and mandatory life sentences. He has defended those accused of deliberate homicide, negligent homicide, vehicular homicide, assault, DUI, white collar offenses such as bribery, theft and embezzlement, complex drug conspiracies, excessive use of force, self-defense, all Indian Country offenses in Federal Court, and sexual offenses in both Federal and State Court.

Jason routinely serves as local counsel for clients and their *Pro Hac Vice* counsel in State and Federal Court. In Montana, the Federal District Court and State District Court Local Rules require that local counsel be vested with full and complete authority to act on behalf of the client. Jason believes that the practice of law is local, and even when clients need to retain out of jurisdiction counsel, local counsel who is not a "bag carrier" should be retained.

In addition to his trial practice, Jason has represented numerous civil and criminal clients before the Montana Supreme Court and the United States Court of Appeals for the Ninth Circuit. Jason has had the honor of arguing before the Ninth Circuit Court of Appeals on multiple occasions. Jason has also prepared numerous *Writ of Certiorari* Petitions to the Supreme Court of the United States for his criminal clients.

An attorney's success is often unreported in law journals or case reports. Jason has been successful in resolving several civil disputes for his clients by negotiating resolutions before suit is filed and of course, before trial. In criminal cases he has been able to secure dismissal, pre-trial diversion agreements and deferred prosecution agreements for several clients. However, when negotiations fail Jason is prepared to proceed to trial or appeal.

Jason has been successful in obtaining rulings and verdicts in his client's favor. He has obtained several Not Guilty verdicts for his clients, including obtaining a Not Guilty verdict in the first Federal Jury Trial he tried as a Federal Defender. He successfully obtained the reversal from the Montana Supreme Court of a \$2.5 million jury verdict in a complex breach of contract and oil and gas dispute. See *D.R. Four Beat Alliance v. Sierra Prod. Co.*, 2009 MT 319. Jason successfully obtained the imposition of a constructive trust from the Montana Supreme Court for life insurance proceeds in the amount of over \$2.3 million for his client. See *Volk v. Goeser*, 2016 MT 61. Jason successfully obtained the reversal from the Montana Supreme Court of a judgment entered against his client individually. See *Kurtzenacker v. Davis Surveying, Inc.*, 2012 MT 105. He advocated for a client whose constitutional right to search and seizure was violated and obtained a dismissal of all charges on appeal to the Ninth Circuit Court of Appeals. See *U.S. v. Whitehorn*, 123 Fed. Appx. 752 (9th Cir. 2005). He also obtained reversal from the Ninth Circuit Court of Appeals where a client wanted to present a lesser-included defense and was denied the opportunity. See *U.S. v. Fisher*, 607 Fed. Appx 645 (9th Cir. 2015). Jason's other appellate experience includes, but is not limited to, the affirmance of successful motions before the District Court. See *Fossen v. Fossen*, 2013 MT 299; *In Re the Estate of Schott*, 2011 MT 103; *XU v. McLaughlin Research Inst. For Biomedical Sci., Inc.*, 2005 MT 209 and 249 Fed. Appx. 517 (9th Cir. 2007).



Jason's skills as a trial attorney and appellate advocate have been recognized by his peers:

Jason was selected for inclusion in the *Mountain States Rising Stars in Civil Litigation, Defense* from 2010 through 2014 and has been selected as a *SuperLawyer* since 2015. (The *Rising Stars* publication features the outstanding young lawyers in the State of Montana and is an honor given to only 2.5% of Montana lawyers and the *SuperLawyer* selection is an honor given to only 5% of Montana lawyers).

In 2011 Jason was the co-recipient of the *Neil Haight Pro Bono Award* from the State Bar of Montana. Jason received the award for his excellent and tireless work on behalf of the Cascade County Pro-Bono Law Clinic, please note that Jason only serves Pro-Bono clients through the clinic and not through direct solicitation.

In 2007 Jason was recognized as one of the finest trial attorneys in the State of Montana when he was co-recipient of the *Criminal Defense Trial Lawyer of the Year* from the Montana Criminal Defense Trial Lawyers Association. Jason received the award for the work he undertook on behalf of a client charged with the death penalty as a result of an alleged deliberate homicide.



Jason's success as a trial attorney and appellate advocate is based on the strong work ethic he acquired growing up in the blue-collar railroad town of Havre, Montana. Jason attended Concordia College for a time before he received his Bachelor of Arts degree, with *high honors*, from the University of Montana where he majored in Political Science and graduated from the Davidson Honors College as a *University Scholar*.

After college Jason received his *Juris Doctorate* degree, with *honors*, from the University of Montana School of Law. During law school Jason served as a member and co-conference coordinator for the Public Land and Resources Law Review where his work on the United States Supreme Court case of *City of Monterey v. Del Monte Dunes at Monterey, Ltd.*, 526 U.S. 687 (1999) was selected for publication. *See, Paving a Road, Reaffirming a Roadblock*, 21 Pub L.R.LR 145 (2000). Jason also received the Norman Hanson Legal Writing Award in Appellate Advocacy.

Emphasizing his ability as an effective and skilled criminal defense attorney, Jason served as an Assistant Federal Defender with the Federal Defenders of Montana, Inc. (2003-2004). Jason's time with the Federal Defenders allowed him to emphasize his trial and appellate Federal criminal defense practice. Jason currently serves on the Criminal Justice Act (CJA) Panel for the District of Montana, has a memorandum of understanding with the Montana Office of the Public Defender.

In addition to his trial and appellate practice, Jason serves his community and bar. He is a Past President for the Montana Association of Criminal Defense Lawyers (2014 -2015). Jason is a past Board of Trustee member of the State Bar of Montana and currently serves as the Secretary-Treasurer of the State Bar of Montana. He is a former member of the Board of Directors for the New Lawyers Section of the Montana State Bar Association and served as the Section's President (2003-2004). Jason is honored to serve on the local rules committee for the Montana Federal District Court. And, Jason was appointed by Montana Governor Steve Bullock to serve on the legislative OPD task force (2015-2016).

April 28, 2020

Resolution 20-18

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Resolution 20-18
Budget Appropriation HAVA Grant Funds

INITIATED BY: Cascade County Clerk & Recorder

ACTION REQUESTED: Approval of Resolution #20-18

PRESENTED BY: Rina Fontana Moore
Cascade County Clerk & Recorder

SYNOPSIS:

The Cascade County Elections Department received HAVA grant money from the Montana Secretary of State in the amount of \$97,437. The initial disbursement of \$41,652.60 was received in the form of a check and deposited into the election's revenue account 1000-214 33.1045. We have been approved by the Montana Secretary of State to spend this initial payment to purchase 15 laptop computers for the elections department and an envelope printer, therefore we need to move the funding from our revenue account into our expense line items as this was an unbudgeted and unexpected cash disbursement.

RECOMMENDATION:

Approval of Resolution # 20-18

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commission **APPROVE** Resolution #20-18 and allow the funding to be moved from the revenue account to the expense account.

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Resolution #20-18 and not allow the funding to be moved from the revenue account to the expense account.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
GENERAL FUND ELECTIONS FUND FOR HAVA PURPOSES**

RESOLUTION 20-18

WHEREAS, the State of Montana Secretary of State is distributing funds under the Help America Vote Act (HAVA) as per Federal and State guidelines; and

WHEREAS, the allocation for the Cascade County Elections Department is a total of \$97,436.98 to be spent over the next five years; and

WHEREAS, the first allocation being released by the Montana Secretary of State's office to the Cascade County Elections Department is \$41,652.60 which was unanticipated when the final FY2020 budget was adopted on September 3, 2019; and

WHEREAS, a budget amendment is necessary to increase revenue in the amount of \$41,653 and expenditures in the amount of \$41,653 in the General Fund Elections Department; and

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

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

Dated this 28th Day of April, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke



Budget Performance Report

Fiscal Year to Date 04/21/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1000 - General										
REVENUE										
Department 214 - Elections										
33										
33.1045	Help America Vote (HAVA)	.00	.00	.00	.00	.00	14,116.84	(14,116.84)	+++	.00
33 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,116.84	(\$14,116.84)	+++	\$0.00
34										
34.1042	Election Fees	1,200.00	.00	1,200.00	.00	.00	665.80	534.20	55	.00
34 - Totals		\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$665.80	\$534.20	55%	\$0.00
36										
36.2000	Miscellaneous Revenues	1.00	.00	1.00	.00	.00	44,088.52	(44,087.52)	4408852	6,297.83
36.2025	Election Reimbursements from Others	104,000.00	.00	104,000.00	.00	.00	.00	104,000.00	0	.00
36 - Totals		\$104,001.00	\$0.00	\$104,001.00	\$0.00	\$0.00	\$44,088.52	\$59,912.48	42%	\$6,297.83
Department 214 - Elections Totals		\$105,201.00	\$0.00	\$105,201.00	\$0.00	\$0.00	\$58,871.16	\$46,329.84	56%	\$6,297.83
REVENUE TOTALS		\$105,201.00	\$0.00	\$105,201.00	\$0.00	\$0.00	\$58,871.16	\$46,329.84	56%	\$6,297.83
EXPENSE										
Department 214 - Elections										
Function A0600 - Elections										
100										
100.110	Salaries & Wages	99,503.00	.00	99,503.00	3,824.41	.00	62,116.37	37,386.63	62	92,276.51
100.120	Overtime	20,000.00	.00	20,000.00	384.43	.00	3,275.71	16,724.29	16	9,488.22
100.130	Termination Pay	.00	.00	.00	.00	.00	.00	.00	+++	2,173.57
100.140	Employer Contributions	30,083.00	.00	30,083.00	1,498.20	.00	23,371.62	6,711.38	78	38,959.75
100.146	Union Pensions	780.00	.00	780.00	32.05	.00	505.44	274.56	65	786.53
100 - Totals		\$150,366.00	\$0.00	\$150,366.00	\$5,739.09	\$0.00	\$89,269.14	\$61,096.86	59%	\$143,684.58
200										
200.210	Office Supplies	88,300.00	.00	88,300.00	352.16	2,688.86	33,295.18	52,315.96	41	32,592.34
200.215	IT Supplies	.00	.00	.00	.00	.00	574.31	(574.31)	+++	.00
200.220	Operating Supplies	35,000.00	.00	35,000.00	.00	.00	.00	35,000.00	0	107.98
200.222	Food	2,500.00	.00	2,500.00	.00	.00	330.67	2,169.33	13	1,893.52
200.230	Repair & Maint. Supplies	.00	.00	.00	.00	.00	.00	.00	+++	231.00
200 - Totals		\$125,800.00	\$0.00	\$125,800.00	\$352.16	\$2,688.86	\$34,200.16	\$88,910.98	29%	\$34,824.84
300										
300.311	Postage	40,000.00	.00	40,000.00	26,983.85	.00	40,243.93	(243.93)	101	22,933.21
300.320	Printing & Typing	159,620.00	.00	159,620.00	.00	.00	13,181.00	146,439.00	8	106,215.31
300.330	Publicity, Subscrip.&Dues	8,400.00	.00	8,400.00	.00	.00	1,532.83	6,867.17	18	3,073.76
300.348	Cell Phone Costs	.00	.00	.00	.00	.00	82.19	(82.19)	+++	.00
300.360	Repair & Maint. Services	61,272.00	.00	61,272.00	413.37	903.40	20,234.92	40,133.68	34	26,283.89
300.370	Travel	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,917.44
300.374	Mileage County Vehicles	900.00	.00	900.00	.00	.00	469.00	431.00	52	612.00
300.380	Training Services	750.00	.00	750.00	.00	.00	.00	750.00	0	669.00



Budget Performance Report

Fiscal Year to Date 04/21/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 1000 - General										
EXPENSE										
Department 214 - Elections										
Function A0600 - Elections										
300										
300.390	Other Purchased Services	114,500.00	.00	114,500.00	135.00	947.50	13,340.82	100,211.68	12	23,569.13
300 - Totals		\$386,942.00	\$0.00	\$386,942.00	\$27,532.22	\$1,850.90	\$89,084.69	\$296,006.41	24%	\$185,273.74
500										
500.530	Rental	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	.00
500 - Totals		\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0%	\$0.00
Function A0600 - Elections Totals		\$664,308.00	\$0.00	\$664,308.00	\$33,623.47	\$4,539.76	\$212,553.99	\$447,214.25	33%	\$363,783.16
Department 214 - Elections Totals		\$664,308.00	\$0.00	\$664,308.00	\$33,623.47	\$4,539.76	\$212,553.99	\$447,214.25	33%	\$363,783.16
EXPENSE TOTALS		\$664,308.00	\$0.00	\$664,308.00	\$33,623.47	\$4,539.76	\$212,553.99	\$447,214.25	33%	\$363,783.16
Fund 1000 - General Totals										
REVENUE TOTALS		105,201.00	.00	105,201.00	.00	.00	58,871.16	46,329.84	56%	6,297.83
EXPENSE TOTALS		664,308.00	.00	664,308.00	33,623.47	4,539.76	212,553.99	447,214.25	33%	363,783.16
Fund 1000 - General Totals		(\$559,107.00)	\$0.00	(\$559,107.00)	(\$33,623.47)	(\$4,539.76)	(\$153,682.83)	(\$400,884.41)		(\$357,485.33)
Grand Totals										
REVENUE TOTALS		105,201.00	.00	105,201.00	.00	.00	58,871.16	46,329.84	56%	6,297.83
EXPENSE TOTALS		664,308.00	.00	664,308.00	33,623.47	4,539.76	212,553.99	447,214.25	33%	363,783.16
Grand Totals		(\$559,107.00)	\$0.00	(\$559,107.00)	(\$33,623.47)	(\$4,539.76)	(\$153,682.83)	(\$400,884.41)		(\$357,485.33)

April 28, 2020

Resolution #20-19

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Prosecutorial Assistance
INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney
ACTION REQUESTED: Approval of Resolution 20-19

BACKGROUND:

The Cascade County Attorney is in need of assistance with regard to the prosecution of a criminal case *State of Montana v. Steven Mark Fox*, GFPD Case No. 20-04523, which the Cascade County Attorney's Office has a conflict of interest in which prevents it from acting in this instance.

The Cascade County Attorney's Office, pursuant to MCA § 44-4-111, typically refers conflict criminal matters, particularly those with serious felony charges, to the Attorney General's Office training coordinator for county attorneys and the Bureau Chief of Prosecution Services (together with the deputies within said bureau) to act as special counsel on request of the county attorney. We request that Assistant Attorney General Kenneth Varns be appointed in this capacity.

Cascade County will bear costs associated with the prosecution, but not attorney fees.

RECOMMENDATION: Approval of Resolution 20-19

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission approve Resolution 20-19 authorizing the appointment of Assistant Attorney General Kenneth Varns of the Prosecution Services Bureau, or his designee(s) in the matter of *State of Montana v. Steven Mark Fox*, GFPD Case No. 20-04523.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission disapprove Resolution 20-19 authorizing the appointment of Assistant Attorney General Kenneth Varns of the Prosecution Services Bureau, or his designee(s) in the matter of *State of Montana v. Steven Mark Fox*, GFPD Case No. 20-04523.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN RE: RESOLUTION TO APPOINT
A SPECIAL DEPUTY COUNTY ATTORNEY**

RESOLUTION 20-19

WHEREAS, due to a conflict, the Cascade County Attorney has requested prosecutorial assistance in the case of *State of Montana v. Steven Mark Fox*, GFPD Case No. 20-04523; and

WHEREAS, it is desired and deemed appropriate that a special deputy county attorney be appointed to assist in the prosecution of the aforementioned case; and

WHEREAS, Mont. Code Ann. § 2-15-501(6) authorizes the Attorney General for the State of Montana to provide assistance to county attorneys in the discharge of his duties; and

WHEREAS, Mont. Code Ann. § 7-4-2401 provides that each county officer may appoint as many deputies as may be necessary for the faithful and prompt discharge of the duties of the office; and

WHEREAS, Title 44, Chapter 3, Part 1, Mont. Code Ann permits the training coordinator to act as special counsel upon request of the county attorney with the approval of the governing body of a county authorizes and contemplates that the training coordinator for county attorneys and the bureau chief of Prosecution Services Bureau (together with the deputies within said bureau) act as special counsel for county attorney, and

THEREFORE, BE IT RESOLVED, that Kenneth Varns Assistant Attorney General with the Prosecution Services Bureau of the Montana Attorney General's Office be hereby appointed as a special deputy county attorney for Cascade County for the purpose of assisting in the prosecution of the aforementioned case.

BE IT FURTHER RESOLVED, that the cost of prosecution services for Assistant Attorney General Kenneth Varns, along with his travel, meals, lodging, secretarial assistance, and all other expenses incidental to the Assistant Attorney General's appointment as a special deputy county attorney will be paid by the State of Montana. Expert witness fees and other costs of trial are the responsibility of Cascade County as would normally be the case given the Cascade County Attorney's Office is still in charge of the prosecution.

RESOLUTION 20-19

DATED this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest:

Rina Fontana Moore, 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.

April 28, 2020

Contract #20-37

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Noxious Weed Trust Fund Project Grant
Agreement Eden Weed Management Area MDA
Number 2020-024

INITIATED AND PRESENTED BY: Joshua Blystone, Weed & Mosquito Division

ACTION REQUESTED: Approval of Contract 20-37

BACKGROUND:

The purpose of this agreement is to provide \$14,588 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 805 acres of private land within the Eden Grant area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

RECOMMENDATION: Approval of Contract 20-37

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-37, agreement to accept \$14,588 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 805 acres of private land within the Eden Grant area.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #20-37, agreement to accept \$14,588 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 813905 acres of private land within the Eden Grant area.

NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
EDEN WEED MANAGEMENT AREA
MDA NUMBER 2020-024

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

The parties to this agreement agree as follows:

2. TERM: The term shall be from the date specified in this agreement to October 31, 2021 unless terminated pursuant to Section 20 entitled "Termination".

3. PURPOSE: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2020.

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

The Project Funding Recipient will:

- control 805 acres of noxious weeds with ground and aerial equipment as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- obtain adequate control of Canada thistle, spotted knapweed, houndstongue, leafy spurge, whitetop, ventenata, and Dalmatian toadflax,
- prevent establishment of new invasive plants such as ventenata (use of Indaziflam in the project will be contingent upon EPA and Montana approval),
- work to improve landowner participation in trainings and meetings,
- educate landowners about preventing and controlling noxious weeds including biocontrols, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

- Apply all herbicides listed on the herbicide worksheet according to label directions,
- calibrate all application equipment prior to use in the project area,
- verify, in writing, correct pesticide licensing of all pesticide applicators involved in the project area (name and license number),
- target sites where herbicides cannot be used for biocontrol releases or other alternate control methods,
- conduct educational programs and tours to inform adjacent landowners about the success of the weed management program,

- map and upload or enter mapping data, for all weed infestations within the project boundaries into EDDMapS West (<http://www.eddmaps.org>),
- evaluate results of the project using a monitoring system approved by the Department and,
- establish photo point sites and include photos with the final project.

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

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

5. SUPPORTING DOCUMENTS:

Appendix A: "Eden Weed Management Area" grant proposal.

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

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

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

7. LEGAL REQUIREMENTS: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations and standards. Funding recipients shall adhere to Noxious Weed Trust Fund policies as follows:

- Any travel expenses (meals, mileage) approved in the project budget will be reimbursed up to current state per diem rates.
- Project herbicide costs may not exceed current state bid prices by more than 15%.
- Projects with approved administration costs cannot exceed 3% of award, up to \$1,000.

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

9. COMPENSATION: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of \$14,588. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal \$14,588.

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

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

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

11. REPORTING, RECORD KEEPING AND AUDITS:

FINANCIAL

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

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

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

Pursuant to the sections entitled "Termination", the Department may terminate this agreement upon any refusal of the Project Funding Recipient to allow access to records necessary for the Legislative Auditor or Legislative Fiscal Analyst, to carry out the legislative audit or analysis functions set forth in

Title 5, Chapter 12 and 13, MCA, or for the Department or its designee to conduct its own audit. In the event this agreement is terminated for such failures, the Project Funding Recipient, at the option of the Department, shall return to the Department all funds previously awarded the Project Funding Recipient and all results of the project to date. If the project is audited by another federal or state agency, the audit may meet the conditions of this agreement.

OPERATIONAL

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

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

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2020-024."

12. INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

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

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

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

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

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

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

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

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

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

18. **INDEMNITY AND LIABILITY**: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

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

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

20. TERMINATION:

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

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

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

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

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

24. DATE AND SIGNATURE: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2020 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

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

Project Funding Recipients

BY: _____
Signature - Contact Person Printed Name Date

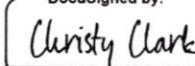
BY: _____
Signature - County Commissioner Printed Name Date
or Tribal Representative

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

Project Funding Recipient Tax Identification Number _____

Mailing Address _____

Montana Department of Agriculture

BY: 

4BC6F16FF9CB44F...
Christy Clark, Deputy Director

April 8, 2020

Date

354W-OPER / \$14,588

**Contract 20-37
Noxious Weed Trust Fund Project
Eden Weed Management
MDA 2020-024**

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of April, 2020.

Attest

On this 28th day of April, 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, 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.**

April 28, 2020

Contract #20-38

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Noxious Weed Trust Fund Project Grant Agreement Lower Hound Creek Weed Management Area MDA Number 2020-023

INITIATED AND PRESENTED BY: Joshua Blystone, Weed & Mosquito Division

ACTION REQUESTED: Approval of Contract 20-38

BACKGROUND:

The purpose of this agreement is to provide \$16,446 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 939 acres of private land within the Lower Hound Creek Grant area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

RECOMMENDATION: Approval of Contract 20-38

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-38, agreement to accept \$16,446 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 939 acres of private land within the Lower Hound Creek Grant area.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #20-38, agreement to accept \$16,446 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 939 acres of private land within the Lower Hound Creek Grant area.

CONTRACT

20-38

NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
LOWER HOUND CREEK WEED MANAGEMENT AREA
MDA NUMBER 2020-023

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

The parties to this agreement agree as follows:

2. TERM: The term shall be from the date specified in this agreement to October 31, 2021 unless terminated pursuant to Section 20 entitled "Termination".

3. PURPOSE: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2020.

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

The Project Funding Recipient will:

- control 939 acres of noxious weeds with ground and aerial equipment as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- obtain adequate control of whitetop, Dalmatian toadflax, leafy spurge, spotted knapweed, houndstongue, sulfur cinquefoil, field bindweed, and Canada thistle,
- prevent establishment of new invasive plants,
- educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

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

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

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

5. SUPPORTING DOCUMENTS:

Appendix A: "Lower Hound Creek Weed Management Area" grant proposal.

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

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

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

7. LEGAL REQUIREMENTS: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations and standards. Funding recipients shall adhere to Noxious Weed Trust Fund policies as follows:

- Any travel expenses (meals, mileage) approved in the project budget will be reimbursed up to current state per diem rates.
- Project herbicide costs may not exceed current state bid prices by more than 15%.
- Projects with approved administration costs cannot exceed 3% of award, up to \$1,000.

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

9. COMPENSATION: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of \$16,446. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal \$16,446.

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

The Project Funding Recipient shall submit claims for payment of expenses. The Department will verify expenditure receipts as applicable and disburse funds in an amount equal to the documented expenditures.

The Department will withhold 10 percent of the total Department portion of the project funding to be disbursed only upon receipt of a final status report and acceptance and approval of the completed project.

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

11. REPORTING, RECORD KEEPING AND AUDITS:
FINANCIAL

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

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

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

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

OPERATIONAL

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

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

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2020-023."

12. INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

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

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

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

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

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

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

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

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

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

18. INDEMNITY AND LIABILITY: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

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

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

20. TERMINATION:

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

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

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

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

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

24. DATE AND SIGNATURE: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2020 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

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

Project Funding Recipients

BY: _____
Signature - Contact Person Printed Name Date

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

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

Project Funding Recipient Tax Identification Number _____

Mailing Address _____

Montana Department of Agriculture

BY: ^{DocuSigned by:}
Christy Clark April 3, 2020
4BC6F18FF9CB44E
Christy Clark, Deputy Director Date

354W-OPER / \$16,446

Contract 20-38
Noxious Weed Trust Fund Project
Lower Hound Creek Weed Management
MDA 2020-023

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of April, 2020.

Attest

On this 28th day of April, 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, 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.**

April 28, 2020

Contract #20-43

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Noxious Weed Trust Fund Project Grant
Agreement Hound Creek WMA
MDA Number 2020-039

INITIATED AND PRESENTED BY: Joshua Blystone, Weed & Mosquito Division

ACTION REQUESTED: Approval of Contract 20-43

BACKGROUND:

The purpose of this agreement is to provide \$34,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,329 acres of private land within the Hound Creek Grant area. Funds will be distributed to the private landowners that are part of the Weed Management Area for noxious weed control activities including herbicide purchases and contracting commercial applicators. Funds will match up to 50% of incurred costs.

RECOMMENDATION: Approval of Contract 20-43

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-43, agreement to accept \$34,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,329 acres of private land within the Hound Creek Grant area.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #20-43, agreement to accept \$34,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,329 acres of private land within the Hound Creek Grant area.

CONTRACT

20-43

NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
HOUND CREEK WMA
MDA NUMBER 2020-039

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

The parties to this agreement agree as follows:

2. TERM: The term shall be from the date specified in this agreement to October 31, 2021 unless terminated pursuant to Section 20 entitled "Termination".

3. PURPOSE: The Project Funding Recipient will perform noxious weed control activities in Cascade County beginning in 2020.

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

The Project Funding Recipient will:

- control 1,329 acres of noxious weeds with ground equipment as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- obtain adequate control of whitetop, Dalmatian and yellow toadflax, leafy spurge, diffuse and spotted knapweed, houndstongue, and Canada thistle,
- prevent establishment of new invasive plants,
- educate landowners about preventing and controlling noxious weeds, and
- take care to avoid damage to non-target vegetation, water, and riparian areas while performing these tasks.

In addition, the Project Funding Recipient will:

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

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

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

5. SUPPORTING DOCUMENTS:

Appendix A: "Hound Creek WMA" grant proposal.

Appendix B: Revised WebGrants components in initial grant version.

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

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

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

7. LEGAL REQUIREMENTS: The Project Funding Recipient shall follow all requirements in accordance with all federal, state, and local laws and statutes and all applicable rules, regulations and standards. Funding recipients shall adhere to Noxious Weed Trust Fund policies as follows:

- Any travel expenses (meals, mileage) approved in the project budget will be reimbursed up to current state per diem rates.
- Project herbicide costs may not exceed current state bid prices by more than 15%.
- Projects with approved administration costs cannot exceed 3% of award, up to \$1,000.

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

9. COMPENSATION: In consideration for the above specified activities and only those activities, the Department agrees to pay the Project Funding Recipient the maximum amount of \$34,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal \$34,000.

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

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

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

11. REPORTING, RECORD KEEPING AND AUDITS:
FINANCIAL

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

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

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

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

OPERATIONAL

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

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

The Project Funding Recipient shall reference this grant agreement in any documents distributed to the public or written for publication in the following manner: "MONTANA DEPARTMENT OF AGRICULTURE NOXIOUS WEED TRUST FUND GRANT NUMBER 2020-039."

12. INTELLECTUAL PROPERTY: All patent and other legal rights in or to inventions, processes, organisms, or products, arising out of activities funded in whole or in part by this agreement must be available to the public for royalty-free and nonexclusive licensing. The Project Funding Recipient shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this agreement.

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

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

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

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

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

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

15. NON-DISCRIMINATION: Any hiring of employees under this agreement by the Project Funding Recipient shall be on the basis of merit and qualification, and there shall be no discrimination in such hiring on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or

mental disability, national origin, or ancestry. As used herein, "qualifications" means qualifications that are generally related to competent performance of the particular occupational task.

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

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

18. INDEMNITY AND LIABILITY: The Project Funding Recipient shall protect, indemnify, defend and save the Department and the State of Montana and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgments, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Project Funding Recipient, its employees, agents, or independent contractors, or the cooperating landowners, their employees, agents, or independent contractors, in connection with the weed management activities described in this agreement and attachments; on account of the failure of the Project Funding Recipient to perform under and comply with Section 4 "Scope of Work" and Section 7 "Legal Requirements" of this agreement.

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

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

20. TERMINATION:

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

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

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

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

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

24. DATE AND SIGNATURE: The parties expressly intend that any monies offered under this agreement and expended by the contractor between April 1, 2020 and the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

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

Project Funding Recipients

BY: _____
Signature - Contact Person Printed Name Date

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

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

Project Funding Recipient Tax Identification Number _____

Mailing Address _____

Montana Department of Agriculture

BY: ^{DocuSigned by:} Christy Clark
Christy Clark, Deputy Director

April 8, 2020
Date

354W-OPER / \$34,000

**Contract 20-43
Noxious Weed Trust Fund Project
Hound Creek Weed Management
MDA 2020-039**

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of April, 2020.

Attest

**On this 28th day of April, 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, 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.**

April 28, 2020

Contract #20-45

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Modification #1 DPHHS Contract 20-221-13009-0
Provision of Older Americans Act, SHIP and MIPPA
Programming**

ACTION REQUESTED: **Approval Contract #20-45**

PRESENTED BY: **Kim Thiel-Schaaf, Aging Services Director**

SYNOPSIS:

The Area VIII Agency on Aging provides a variety of programs under a contract for service with the Montana Department of Public Health and Human Services (Mt DPHHS). The programs covered by the subject agreement are all Older Americans Act Programs, State Health Insurance Program (SHIP) and the Medicare Improvement and Patient Portability Act (MIPPA) Program. Contract 19-139 is the Master Contract and covers the time period July 1, 2019 to June 30, 2022 and provides for specifics on scope of work, performance measures and all applicable Federal and State laws that are to be followed. It includes the Business Services Agreement which covers use of HIPPA protected information as well as the Federal Assurances and agreement related to State Executive Order 15-2018 Dark Money Spending Disclosures.

The present contract modification provides for fiscal adjustments due to Federal contract with the State of Montana being approved. The fiscal changes are to the following funds

2980-390 Respite	Increase of \$935
2981-360 Senior Support	Increase in Title IIIB \$3,649 Decrease in Title IIID \$440
2981-385 SHIP	Increase in SHIP \$4,982
2983-268 Congregate	Increase in Title IIIC \$5,731
2983-386 Home Delivered	Decrease in Title IIIC \$11,318
2986-334 Administration	Increase of \$1,299 total

RECOMMENDATION:

Approval of Contract #20-45

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-45, Modification #1 DPHHS Contract 20-221-13009-0 revisions to FY2020 budget for Area VIII Agency on Aging.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-45, DPHHS Contract 20-221-13009-0 Modification #1 DPHHS Contract 20-221-13009-0 revisions to FY2020 budget for Area VIII Agency on Aging.

**CONTRACT AMENDMENT NUMBER # 1
CONTRACT FOR AREA VIII AGENCY ON AGING
CONTRACT NUMBER 20-221-13009-0**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: PO Box 4210, Helena, MT, 59620, Phone Number (406) 444-4077, Fax Number (406) 444-7743, and Area VIII Agency on Aging, ("Contractor"), whose contact information is as follows: Federal Tax ID 81-6001343, 1801 Benefis Court, Great Falls, MT, 59404, Phone Number (406) 454-6990, kthielschaaf@cascaDECOUNTYmt.gov (collectively, the "Parties")

Effective April 9, 2020 this Contract is amended as follows. Existing language has been struck; amended language underlined.

1. Section 3. **CONSIDERATION AND PAYMENTS**, will be amended as follows:

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor using a payment/fee schedule for the Services as follows:

A. For State Fiscal Year 2020 (July 1 – June 30) the Contractor will receive the following reimbursement:

1. Administration Budget:

~~The total amount of funds to be expended under this Contract for Area Agency Administration is \$72,112.00, including \$34,042.00 state general funds being used as match, which includes \$10,824.00 in SFY19 carryover. The line item categories and identification of resources are listed in Attachment A.~~

The total amount of Federal and State funds to be expended under this contract for Area Agency Administration in SFY2020 has changed from \$72,112 to \$73,411, which includes a carryover from SFY19 of \$10,824. The line item categories and identification of resources are listed in Attachment A.

2. Area Wide Programs Budget

~~The total amount of funds to be expended under this Contract for Area Wide Programs is \$209,924.00, which includes \$140,607.00 state general funds being used as match and \$32,466.00 in SFY19 carryover. The services, line item categories, and identification of resources are listed in Attachment A, Section B1.~~

The total amount of Federal and State funds to be expended under this contract for Direct Supportive Service Programs in SFY2020 has changed from \$209,924 to 214,906, which includes a carryover from SFY19 of \$32,466. SHIP Assistance funds are \$33,318. New MIPPA funds were added as MIPPA-SHIP \$5,353, MIPPA-AAA \$2,058 and MIPPA-ADRC \$936. The services, line item categories, and identification of resources are listed in Attachment A, Section B1.

3. Contracted Aging Supportive Services Budget:

~~The total amount of funds to be expended under this Contract for Contracted Aging Supportive Services is \$91,902.00, which includes \$25,715.00 in SFY19 carryover. The services, line item categories, and identification of resources are listed in Attachment A, Section B2.~~

The total amount of Federal and State funds to be expended under the is contract for Area Contracted Supportive Services in SFY2020 has changed from \$91,902 to \$92,837, which includes a carryover from SFY19 of \$25,715. The line item categories and identification of resources are listed in Attachment A, Section B2.

4. Contracted Preventive Health Services Budget:

~~The total amount of funds to be expended under this Contract for Contracted Aging Supportive Services is \$164,970.00, which includes \$57,712.00 in SFY19 carryover. The services, line item categories, and identification of resources are listed in Attachment A, Section B3.~~

The total amount of funds to be expended under this Contract for Contracted Aging Supportive Services has change from \$164,970 to \$168,179 which includes a carryover from SFY19 \$57,712. The services, line item categories, and identification of resources are listed in Attachment A, Section B3

5. Contracted Caregiver Services Budget:

The total amount of funds to be expended under this Contract for Contracted Aging Supportive Services is \$0.00. The services, line item categories, and identification of resources are listed in Attachment A, Section B4.

No Change to this Section.

6. Contracted Congregate Meals Budget:

~~The total amount of funds to be expended under this Contract for Contracted Aging Supportive Services is \$180,597.00, which includes an estimate of \$0.00 in NSIP funds, and \$44,884.00 in SFY19 carryover. The services, line item categories, and identification of resources are listed in Attachment A, Section C1.~~

The total amount of Federal and State funds to be expended under this contract for Congregate Meals in SFY2020 has changed from \$180,597 to \$186,328, which includes an estimate of \$0.00 of NSIP funds, and carryover funds from SFY19 of \$44,884. The line item categories and identification of resources are listed in Attachment A, Section C1.

7. Contracted Home Delivered Meals Budget:

~~The total amount of funds to be expended under this Contract for Contracted Aging Supportive Services is \$293,100.00, which includes an estimate of \$55,000.00 in NSIP funds, and \$48,419.00 in SFY19 carryover. The services, line item categories, and identification of resources are listed in Attachment A, Section C2.~~

The total amount of Federal and State funds to be expended under this contract for Home Delivered Meals in SFY2020 has changed from \$293,100 to \$281,782, which includes an estimate of \$55,000 of NSIP funds, and carryover over funds from SFY19 of \$48,419. The line item categories and identification of resources are listed in Attachment A, Section C2.

8. Total Reimbursement Available:

~~The total reimbursement provided to the Contractor for the purposes of this Contract may not exceed \$1,012,605.00, which includes an estimate of \$55,000.00 of NSIP funds and \$220,020.00 in SFY19 carryover per State Fiscal Year 2020 (July 1 – June 30) for which the contract is in effect and for the months for which the Contractor is eligible to receive contract funds.~~

The total of Federal and State reimbursement provided to the Contractor for the purposes of this contract for SFY2020 has changed from \$1,012,605 to \$1,014,345, which includes an estimate of \$55,000 of NSIP funds, and a carryover amount of \$220,020.

9. Match Requirement:

The Contractor must provide \$304,778 in matching funds; the subcontractors must provide \$147,976.00 in matching funds. Matching funds may not be federal funds. Matching funds may not be used as match for any other federal monies.

No Change to this Section.

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Contract Number 20-221-13009-0 remain unchanged.

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____
Barbara Smith, SLTC Division Administrator

CONTRACTOR

By:  Date: 4/20/2020
Kimberliegh Thiel-Schaaf, Area VII Director

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of April 2020.

Attest

On this 28th day of April 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, 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.

Notice of Grant Award**Corporation for National and Community Service**601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

CONTRACT

20-46

Foster Grandparent Program**Grantee**Cascade County Commissioners
1801 Benefis Ct Great Falls MT 59405-4377EIN: 816001343
DUNS: 010360493**Award Information**

Agreement No.:	18SFPMT003	Performance Period:	07/01/2018 - 06/30/2021
Amendment No.:	6	Budget Period:	07/01/2019 - 06/30/2020
CFDA No.:	94.011	Grant Year:	2

Award Description

The purpose of this amendment is to reflect 3 months of a stipend increase. The augmentation amount is \$3,928. All other terms and conditions of this award remain unchanged.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 2	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$200,951	\$3,928	\$204,879
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$200,951	\$3,928	\$204,879

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$403,302
Total CNCS Funds Awarded to Date	\$407,230

Funding Source and Amount

2020--OPE1-P71-OPO-26000-4123	\$3,928.00
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Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at https://egrants.cns.gov/termsandconditions/Final2019GeneralTandC508_11-02-18.pdf and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2019FGP-ProgramSpecfic20190206-508TCs.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

Budget Narrative: Cascade County FGP for Cascade County Commissioners

Section I. Volunteer Support Expenses

A. Project Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount	Excess Amount
Program Manager @95% CNCS & 5% fundraising: - 1 person(s) at 43472 each x 100 % usage	41,298	0	43,472	2,174
CATEGORY Totals	41,298	0	43,472	2,174

B. Personnel Fringe Benefits

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
FICA: FICA 7.65% of salary	3,160	0	3,269	109
Health Insurance: \$7572/year/employee	6,450	0	6,790	340
Retirement: State PERS by statute is 8.47% of salary	3,499	0	3,683	184
Life Insurance: N/A	0	0	0	0
Unemployment: Current rate is .35% of salary	145	0	153	8
Workers Comp: Current rate for this position is \$313/year	297	0	313	16
CATEGORY Totals	13,551	0	14,208	657

C. Project Staff Travel

Local Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Cascade County maintains a fleet of vehicles for use by its departments.: FGP utilizes a vehicle from that fleet daily for approx. 1400 miles/year. Current fleet rate charge is \$1/mile. Used as match is .58/mile. The remaining .42/mile is listed as Excess and will be covered entirely by Cascade County	0	812	1,400	588
CATEGORY Totals	0	812	1,400	588

Long Distance Travel

Purpose -Destination -Other Travel -Trans. Amount -Meals/Lodging	CNCS Share	Grantee Share	Total Amount	Excess Amount
Local & Long distance relevant travel: CNCS required statewide meeting travel at \$500; and other in-state meetings, such as those related to Aging or Volunteering TBD.- Meals/Lodging 1,000 Trans 0 Other 0	0	1,000	1,000	0

CATEGORY Totals	0	1,000	1,000	0
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D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

E. Supplies

Item/ Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Office Supplies:	0	250	250	0
CATEGORY Totals	0	250	250	0

F. Contractual and Consultant Services

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

I. Other Volunteer Support Costs

Item	CNCS Share	Grantee Share	Total Amount	Excess Amount
Criminal Background Checks:	0	0	0	0
Utilities: Electric 1385/yr, H2O 1036/yr, Gas 800/yr, & bldg insurance 1,228:	0	4,449	4,449	0
Postage - costs mailing stipends, meeting notices, newsletters, and other communications to program participants.:	0	750	750	0
Printing Costs - to print newsletters, meeting notices, invitations, training materials for program participants.:	0	500	500	0
Membership Dues - National Association dues \$100 and Montana Assoc. of Senior Corps Directors membership \$75:	0	175	175	0
Criminal Background Checks for approx 15 new applicants. Cost of FBI Fingerprint check and NSOPW, approx. \$36 each:	0	555	555	0
Volunteer In Service Training-Interpreter 60.00 per hour X 2 hrs per mtg 6 times a year; and \$60/hour x 3 hours for annual recognition:	900	0	900	0
Volunteer Reporter Subscription:	0	300	300	0
Meals for FG's during in-service meetings estimated at \$12/FGP x 6 meetings:	3,096	0	3,096	0
CATEGORY Totals	3,996	6,729	10,725	0

J. Indirect Costs

Calculation -Rate Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0
SECTION Totals	58,845	8,791	71,055	3,419
PERCENTAGE	83%	12%		

Section II. Volunteer Expenses

A. Stipends

Item - # -Annual Stipend	CNCS Share	Grantee Share	Total Amount	Excess Amount
Corporation Funded: - 43 x 2767	118,981	0	118,981	0
Non-Corporation Funded: - 0 x 2767	0	0	0	0
CATEGORY Totals	118,981	0	118,981	0

B. Other Volunteer Costs

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
Meals: Meals for FG's while serving. School meals are in-kind GFPS.	0	11,500	11,500	0
Uniforms: Uniforms and name badges for active volunteers while serving	1,000	0	1,000	0
Insurance: Volunteer Insurance provided with through the county's workers comp premium and in-kind general liability insurance	1,000	350	1,350	0
Recognition: Gift Certs for each in-service \$50 x 43 FG's. Annual event: \$12/FG for catered lunch w/43 guests (1 per FG), \$400 for decorations; \$2,500 in-kind prizes. Service year pins, and FGP of the year award.	3,857	2,500	6,357	0
Volunteer Travel: Volunteer mileage estimated @ 19,425 miles/year reimbursed at \$0.58 per mile. Para-transit passes for 4 FG's, and GF transit passes for snow grandmas. Aging Services transportation 6 riders slots @ \$4 roundtrip or approx. 1,000 rides/yr	17,268	0	17,268	0
Physical Examinations:	0	0	0	0
Stipend Increase: One-time increase to stipend from \$2.65 to \$3.00 per hour.	3,928	0	3,928	0
CATEGORY Totals	27,053	14,350	41,403	0
SECTION Totals	146,034	14,350	160,384	0
PERCENTAGE	91%	9%		

BUDGET Totals	204,879	23,141	231,439	3,419
PERCENTAGE	89%	10%		

Source of Funds

Section	Description
Section I. Volunteer Support Expenses	LOCAL FUNDS to achieve local match for this section will include \$8,791 Grant from United Way of Cascade County. \$3,419 in County tax support, as well as an estimated \$13,500 in-kind support of meals and prizes. In-kind will be reported only to the level needed to achieve the match.
Section II. Volunteer Expenses	LOCAL FUNDS to achieve local match for this section will include \$8,791 Grant from United Way of Cascade County. \$3,419 in County tax support, as well as an estimated \$13,500 in-kind support of meals and prizes. In-kind will be reported only to the level needed to achieve the match.

Cascade County FGP Cascade County Commissioners

Application ID: 19SF223430

Budget Dates: 07/01/2018 - 06/30/2021

	Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses	43,472	41,298	0	2,174
B. Personnel Fringe Benefits	466	442	0	24
FICA	3,269	3,160	0	109
Health Insurance	6,790	6,450	0	340
Retirement	3,683	3,499	0	184
Life Insurance	0	0	0	0
Total	\$14,208	\$13,551	\$0	\$657
C. Project Staff Travel				
Local Travel	1,400	0	812	588
Long Distance Travel	1,000	0	1,000	0
Total	\$2,400	\$0	\$1,812	\$588
D. Equipment				
E. Supplies	250	0	250	0
F. Contractual and Consultant Services				
I. Other Volunteer Support Costs	10,725	3,996	6,729	0
Criminal Background Check	0	0	0	0
Total	\$10,725	\$3,996	\$6,729	\$0
J. Indirect Costs				
Section I. Subtotal	\$71,055	\$58,845	\$8,791	\$3,419
Section II. Volunteer Expenses				
A. Stipends				
Corporation Funded	118,981	118,981	0	0
Non-Corporation Funded	0	0	0	0
Non-Stipended				
Total	\$118,981	\$118,981	\$0	\$0
B. Other Volunteer Costs	3,928	3,928	0	0
Meals	11,500	0	11,500	0
Uniforms	1,000	1,000	0	0
Insurance	1,350	1,000	350	0
Recognition	6,357	3,857	2,500	0
Volunteer Travel	17,268	17,268	0	0
Physical Examinations	0	0	0	0
Total	\$41,403	\$27,053	\$14,350	\$0
Section II. Subtotal	\$160,384	\$146,034	\$14,350	\$0
Budget Totals	\$231,439	\$204,879	\$23,141	\$3,419
Funding Percentages		89.9%	10.1%	
Required Match		n/a		
# of years Receiving CNCS Funds		n/a		

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of April 2020.

Attest

On this 28th day of April 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, 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.

April 28, 2020

Resolution #20-17

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Aging Services Master Contract Budget Increase
Older Americans Contract 20-45 Modification #1

ACTION REQUESTED: Approval Resolution 20-17

PRESENTED BY: Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The Area VIII Agency on Aging provides a variety of programs under a contract for service with the Montana Department of Public Health and Human Services (Mt DPHHS). Contract 20-45 Modification #1 provides for budget increases/decreases for the final budget for FY2020. Resolution 20-17 will appropriate the changes within the Aging Services Department.

The present contract modification provides for fiscal adjustments due to Federal contract with the State of Montana being approved. The fiscal changes are to the following funds

2980-390 Respite	Increase of \$935
2981-360 Senior Support	Increase in Title IIIB \$3,649
	Decrease in Title IIID \$440
2981-385 SHIP	Increase in SHIP \$4,982
2983-268 Congregate	Increase in Title IIIC \$5,731
2983-386 Home Delivered	Decrease in Title IIIC \$11,318
2986-334 Administration	Increase of \$1,299 total

RECOMMENDATION:

Approval of Resolution 20-17

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Resolution #20-17, Appropriation within Cascade County Aging Services Master Contract to implement fiscal changes in Contract 20-45

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution #20-17, Appropriation within Cascade County Aging Services Master Contract to implement fiscal changes in Contract 20-45

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
AGING SERVICES MASTER CONTRACT INCREASE**

RESOLUTION 20-17

WHEREAS, the Area VIII Agency on Aging is partially funded through an agreement with the Montana DPHHS for the provision of services under the federal Older Americans Act, approved on this day through Modification #1 of Contract #20-221-13009-0 on April 28, 2019 via Contract 20-XX; and

WHEREAS, the increases and decreases within the various areas of this funding results in an overall net increase in funding of \$4,838 (detailed below) for fiscal year 2020; and

2980-390 Respite	Increase of \$935
2981-360 Senior Support	Increase in Title IIIB of \$3,649
2981-360 Senior Support	Decrease in Title IIID of \$440
2981-385 SHIP	Increase of \$4,982
2983-268 Congregate Meals	Increase in Title IIIC of \$5,731
2983-386 Home delivered meals	Decrease in Title IIIC of \$11,318
2986-334 Administration	Increase of \$1,299

WHEREAS, a budget amendment is necessary to adjust revenues and expenditures in various funds to result in the overall net increase of \$4,838 as per the contract; and

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

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

Dated this 28th Day of April, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Date: 4/1/2020

Attachment A

To: Cascade County Board of Commissioners

Program Name: Aging Services - Older Americans Act Programs

CFDA #

Contract # 20-221-13009-0/19-139

Responsible Department: Aging Services

Prepared by: Kim Hulten

Please approve the following budget changes:

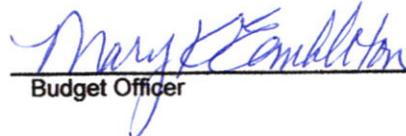
	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
Expenses							
Acct #	2981	360	E0300	300.355	\$ 8,814	\$ (440)	\$ 8,374
Acct #	2981	360	E0300	300.390	\$ 1,860	\$ 3,649	\$ 5,509
Acct #	2983	268	E0300	200.222	\$ 337	\$ 5,731	\$ 6,068
Acct #	2983	386	E0300	200.220	\$ 35,000	\$ (11,318)	\$ 23,682
Acct #	2980	390	E0300	300.374	\$ 1,500	\$ 935	\$ 2,435
Acct #	2981	385	E0300	200.220	\$ 539	\$ 4,982	\$ 5,521
Acct #	2986	334	E0300	200.220	\$ 5,002	\$ 1,196	\$ 6,198
Acct #	2986	334	E0300	300.342	\$ 1,228	\$ 103	\$ 1,331
Acct #					\$ -	\$ -	\$ -
Acct #					\$ -	\$ -	\$ -
Acct #					\$ -	\$ -	\$ -
Acct #					\$ -	\$ -	\$ -
					<u>\$ 54,280</u>	<u>4,838</u>	<u>59,118</u>
Revenues							
Acct #	2981	360		33.1160	\$ 70,262	\$ 3,649	\$ 73,911
Acct #	2981	360		33.1167	\$ 8,814	\$ (440)	\$ 8,374
Acct #	2983	268		33.1163	\$ 127,367	\$ 5,731	\$ 133,098
Acct #	2983	386		33.1163	\$ 70,781	\$ (11,318)	\$ 59,463
Acct #	2980	390		33.1165	\$ 55,841	\$ 935	\$ 56,776
Acct #	2981	385		33.1168	\$ 542	\$ (374)	\$ 168
Acct #	2981	385		33.1169	\$ 36,309	\$ 5,356	\$ 41,665
Acct #	2986	334		33.1161	\$ 6,338	\$ (1,818)	\$ 4,520
Acct #	2986	334		33.1163	\$ 14,703	\$ 3,014	\$ 17,717
Acct #	2986	334		33.1165	\$ 6,205	\$ 103	\$ 6,308
					<u>\$ 397,162.00</u>	<u>\$ 4,838</u>	<u>\$ 402,000.00</u>

Explanation of budget changes:

This is Modification #1 to Contract 19-139 for the Purchased Service agreement for the Older American Act Programs. It corrects errors made in the original state funding formula across programs. The net change is an increase of \$4838.00.

Changes authorized by:


 Department Head Signature or Elected Official Signature Date 4/16/2020

 4/20/2020
 Budget Officer Date

Kim Thiel-Schaaf
 Print Name



2981 - Senior Center Budget Performance Report

Fiscal Year to Date 03/25/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2981 - Contracted Services - Aging										
REVENUE										
Department 360 - Senior Center Support										
33										
33.1160	Fed Title 3B Direct Services-Aging	70,262.00	.00	70,262.00	14,296.95	.00	57,633.85	12,628.15	82	98,832.36
33.1167	Fed Title 3D Preventative Health-Aging	8,814.00	.00	8,814.00	1,812.00	.00	6,566.00	2,248.00	74	10,274.00
33.4000	State Grants	28,182.00	.00	28,182.00	2,348.57	.00	21,136.08	7,045.92	75	32,958.00
33 - Totals		\$107,258.00	\$0.00	\$107,258.00	\$18,457.52	\$0.00	\$85,335.93	\$21,922.07	80%	\$142,064.36
Department 360 - Senior Center Support Totals		\$107,258.00	\$0.00	\$107,258.00	\$18,457.52	\$0.00	\$85,335.93	\$21,922.07	80%	\$142,064.36
REVENUE TOTALS		\$107,258.00	\$0.00	\$107,258.00	\$18,457.52	\$0.00	\$85,335.93	\$21,922.07	80%	\$142,064.36
EXPENSE										
Department 360 - Senior Center Support										
Function E0300 - Aging Services - Federal Funds										
300										
300.355	Special - Professional Services	8,814.00	.00	8,814.00	.00	.00	.00	8,814.00	0	.00
300 - Totals		\$8,814.00	\$0.00	\$8,814.00	\$0.00	\$0.00	\$0.00	\$8,814.00	0%	\$0.00
700										
700.730	Awards & Indemnities	70,262.00	.00	70,262.00	7,592.00	.00	44,506.00	25,756.00	63	65,796.00
700 - Totals		\$70,262.00	\$0.00	\$70,262.00	\$7,592.00	\$0.00	\$44,506.00	\$25,756.00	63%	\$65,796.00
Function E0300 - Aging Services - Federal Funds Totals		\$79,076.00	\$0.00	\$79,076.00	\$7,592.00	\$0.00	\$44,506.00	\$34,570.00	56%	\$65,796.00
Function E0303 - Aging Services - State Funds										
300										
300.374	Mileage County Vehicles	2,500.00	.00	2,500.00	259.00	.00	622.00	1,878.00	25	1,643.00
300.390	Other Purchased Services	1,860.00	.00	1,860.00	.00	.00	.00	1,860.00	0	2,798.55
300 - Totals		\$4,360.00	\$0.00	\$4,360.00	\$259.00	\$0.00	\$622.00	\$3,738.00	14%	\$4,441.55
700										
700.730	Awards & Indemnities	23,822.00	.00	23,822.00	.00	.00	23,822.00	.00	100	25,308.00
700 - Totals		\$23,822.00	\$0.00	\$23,822.00	\$0.00	\$0.00	\$23,822.00	\$0.00	100%	\$25,308.00
Function E0303 - Aging Services - State Funds Totals		\$28,182.00	\$0.00	\$28,182.00	\$259.00	\$0.00	\$24,444.00	\$3,738.00	87%	\$29,749.55
Function E0399 - Excess Carryover										
300										
300.355	Special - Professional Services	24,676.00	.00	24,676.00	.00	.00	.00	24,676.00	0	.00
300 - Totals		\$24,676.00	\$0.00	\$24,676.00	\$0.00	\$0.00	\$0.00	\$24,676.00	0%	\$0.00
700										
700.730	Awards & Indemnities	33,036.00	.00	33,036.00	.00	.00	4,000.00	29,036.00	12	.00
700 - Totals		\$33,036.00	\$0.00	\$33,036.00	\$0.00	\$0.00	\$4,000.00	\$29,036.00	12%	\$0.00
Function E0399 - Excess Carryover Totals		\$57,712.00	\$0.00	\$57,712.00	\$0.00	\$0.00	\$4,000.00	\$53,712.00	7%	\$0.00
Department 360 - Senior Center Support Totals		\$164,970.00	\$0.00	\$164,970.00	\$7,851.00	\$0.00	\$72,950.00	\$92,020.00	44%	\$95,545.55
EXPENSE TOTALS		\$164,970.00	\$0.00	\$164,970.00	\$7,851.00	\$0.00	\$72,950.00	\$92,020.00	44%	\$95,545.55
Fund 2981 - Contracted Services - Aging Totals										



2981 - Senior Center Budget Performance Report

Fiscal Year to Date 03/25/20
 Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	REVENUE TOTALS	107,258.00	.00	107,258.00	18,457.52	.00	85,335.93	21,922.07	80%	142,064.36
	EXPENSE TOTALS	164,970.00	.00	164,970.00	7,851.00	.00	72,950.00	92,020.00	44%	95,545.55
Fund	2981 - Contracted Services - Aging Totals	(\$57,712.00)	\$0.00	(\$57,712.00)	\$10,606.52	\$0.00	\$12,385.93	(\$70,097.93)		\$46,518.81
	Grand Totals									
	REVENUE TOTALS	107,258.00	.00	107,258.00	18,457.52	.00	85,335.93	21,922.07	80%	142,064.36
	EXPENSE TOTALS	164,970.00	.00	164,970.00	7,851.00	.00	72,950.00	92,020.00	44%	95,545.55
	Grand Totals	(\$57,712.00)	\$0.00	(\$57,712.00)	\$10,606.52	\$0.00	\$12,385.93	(\$70,097.93)		\$46,518.81



2983 - 268 - Congregate Meals Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2983 - Senior Nutrition -Aging										
REVENUE										
Department 268 - Congregate Meals - Aging										
33										
33.1163	Fed Title 3C Nutrition-Aging	127,367.00	.00	127,367.00	32,313.30	.00	104,034.27	23,332.73	82	122,680.00
33.4000	State Grants	8,346.00	.00	8,346.00	695.57	.00	6,259.08	2,086.92	75	19,764.00
	33 - Totals	\$135,713.00	\$0.00	\$135,713.00	\$33,008.87	\$0.00	\$110,293.35	\$25,419.65	81%	\$142,444.00
36										
36.5000	Donations	35,000.00	.00	35,000.00	1,772.00	.00	18,023.00	16,977.00	51	35,029.25
	36 - Totals	\$35,000.00	\$0.00	\$35,000.00	\$1,772.00	\$0.00	\$18,023.00	\$16,977.00	51%	\$35,029.25
38										
38.3070	Trfr fr Sr.Citizens Match	15,381.00	.00	15,381.00	.00	.00	7,690.50	7,690.50	50	7,881.00
	38 - Totals	\$15,381.00	\$0.00	\$15,381.00	\$0.00	\$0.00	\$7,690.50	\$7,690.50	50%	\$7,881.00
	Department 268 - Congregate Meals - Aging Totals	\$186,094.00	\$0.00	\$186,094.00	\$34,780.87	\$0.00	\$136,006.85	\$50,087.15	73%	\$185,354.25
	REVENUE TOTALS	\$186,094.00	\$0.00	\$186,094.00	\$34,780.87	\$0.00	\$136,006.85	\$50,087.15	73%	\$185,354.25
EXPENSE										
Department 268 - Congregate Meals - Aging										
Function E0300 - Aging Services - Federal Funds										
100										
100.110	Salaries & Wages	83,318.00	(6,400.00)	76,918.00	1,659.36	.00	35,214.09	41,703.91	46	45,743.46
100.130	Termination Pay	.00	.00	.00	.00	.00	491.74	(491.74)	+++	62.88
100.140	Employer Contributions	43,712.00	(3,800.00)	39,912.00	1,136.69	.00	21,026.34	18,885.66	53	25,385.26
	100 - Totals	\$127,030.00	(\$10,200.00)	\$116,830.00	\$2,796.05	\$0.00	\$56,732.17	\$60,097.83	49%	\$71,191.60
200										
200.220	Operating Supplies	.00	.00	.00	.00	.00	.00	.00	+++	14.99
200.222	Food	337.00	.00	337.00	.00	.00	.00	337.00	0	17,411.90
	200 - Totals	\$337.00	\$0.00	\$337.00	\$0.00	\$0.00	\$0.00	\$337.00	0%	\$17,426.89
300										
300.350	Professional Services	.00	10,200.00	10,200.00	1,700.00	.00	1,700.00	8,500.00	17	.00
300.370	Travel	.00	.00	.00	.00	.00	.00	.00	+++	255.79
300.372	Volunteer Mileage	.00	.00	.00	.00	.00	.00	.00	+++	686.95
300.374	Mileage County Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	7,097.00
	300 - Totals	\$0.00	\$10,200.00	\$10,200.00	\$1,700.00	\$0.00	\$1,700.00	\$8,500.00	17%	\$8,039.74
	Function E0300 - Aging Services - Federal Funds Totals	\$127,367.00	\$0.00	\$127,367.00	\$4,496.05	\$0.00	\$58,432.17	\$68,934.83	46%	\$96,658.23
Function E0303 - Aging Services - State Funds										
200										
200.222	Food	8,346.00	.00	8,346.00	.00	.00	8,345.12	.88	100	19,760.79
	200 - Totals	\$8,346.00	\$0.00	\$8,346.00	\$0.00	\$0.00	\$8,345.12	\$0.88	100%	\$19,760.79
	Function E0303 - Aging Services - State Funds Totals	\$8,346.00	\$0.00	\$8,346.00	\$0.00	\$0.00	\$8,345.12	\$0.88	100%	\$19,760.79



2983 - 268 - Congregate Meals Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2983 - Senior Nutrition -Aging										
EXPENSE										
Department 268 - Congregate Meals - Aging										
Function E0398 - Required Match										
100										
100.110	Salaries & Wages	2,588.00	.00	2,588.00	99.53	.00	1,791.56	796.44	69	2,527.08
100.140	Employer Contributions	1,018.00	.00	1,018.00	38.84	.00	670.60	347.40	66	999.23
	100 - Totals	\$3,606.00	\$0.00	\$3,606.00	\$138.37	\$0.00	\$2,462.16	\$1,143.84	68%	\$3,526.31
200										
200.220	Operating Supplies	5,000.00	.00	5,000.00	143.09	273.92	2,256.89	2,469.19	51	2,550.19
200.222	Food	31,547.00	.00	31,547.00	1,750.53	1,094.58	13,744.99	16,707.43	47	.00
	200 - Totals	\$36,547.00	\$0.00	\$36,547.00	\$1,893.62	\$1,368.50	\$16,001.88	\$19,176.62	48%	\$2,550.19
300										
300.370	Travel	1,500.00	.00	1,500.00	34.50	34.50	277.80	1,187.70	21	.00
300.374	Mileage County Vehicles	7,500.00	.00	7,500.00	195.00	.00	3,224.00	4,276.00	43	.00
	300 - Totals	\$9,000.00	\$0.00	\$9,000.00	\$229.50	\$34.50	\$3,501.80	\$5,463.70	39%	\$0.00
500										
500.510	Insurance	1,228.00	.00	1,228.00	.00	.00	1,228.00	.00	100	1,228.00
	500 - Totals	\$1,228.00	\$0.00	\$1,228.00	\$0.00	\$0.00	\$1,228.00	\$0.00	100%	\$1,228.00
800										
800.810	Losses	.00	.00	.00	.00	.00	.00	.00	+++	6.24
	800 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$6.24
	Function E0398 - Required Match Totals	\$50,381.00	\$0.00	\$50,381.00	\$2,261.49	\$1,403.00	\$23,193.84	\$25,784.16	49%	\$7,310.74
Function E0399 - Excess Carryover										
100										
100.130	Termination Pay	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	.00
100.145	Employer Contributions- Grants	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	.00
100.150	Salaries & Wages, Grants	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
	100 - Totals	\$11,000.00	\$0.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	0%	\$0.00
200										
200.220	Operating Supplies	25,000.00	.00	25,000.00	285.42	5,278.42	19,721.58	.00	100	11,646.84
200.222	Food	8,884.00	.00	8,884.00	.00	.00	.00	8,884.00	0	.00
	200 - Totals	\$33,884.00	\$0.00	\$33,884.00	\$285.42	\$5,278.42	\$19,721.58	\$8,884.00	74%	\$11,646.84
300										
300.360	Repair & Maint. Services	.00	.00	.00	.00	.00	.00	.00	+++	179.99
300.370	Travel	.00	.00	.00	.00	.00	.00	.00	+++	1,325.83
300.380	Training Services	.00	.00	.00	.00	.00	.00	.00	+++	374.00
	300 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,879.82
	Function E0399 - Excess Carryover Totals	\$44,884.00	\$0.00	\$44,884.00	\$285.42	\$5,278.42	\$19,721.58	\$19,884.00	56%	\$13,526.66
	Department 268 - Congregate Meals - Aging Totals	\$230,978.00	\$0.00	\$230,978.00	\$7,042.96	\$6,681.42	\$109,692.71	\$114,603.87	50%	\$137,256.42
	EXPENSE TOTALS	\$230,978.00	\$0.00	\$230,978.00	\$7,042.96	\$6,681.42	\$109,692.71	\$114,603.87	50%	\$137,256.42



2983 - 268 - Congregate Meals Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund	2983 - Senior Nutrition -Aging Totals									
	REVENUE TOTALS	186,094.00	.00	186,094.00	34,780.87	.00	136,006.85	50,087.15	73%	185,354.25
	EXPENSE TOTALS	230,978.00	.00	230,978.00	7,042.96	6,681.42	109,692.71	114,603.87	50%	137,256.42
Fund	2983 - Senior Nutrition -Aging Totals	(\$44,884.00)	\$0.00	(\$44,884.00)	\$27,737.91	(\$6,681.42)	\$26,314.14	(\$64,516.72)		\$48,097.83
	Grand Totals									
	REVENUE TOTALS	186,094.00	.00	186,094.00	34,780.87	.00	136,006.85	50,087.15	73%	185,354.25
	EXPENSE TOTALS	230,978.00	.00	230,978.00	7,042.96	6,681.42	109,692.71	114,603.87	50%	137,256.42
	Grand Totals	(\$44,884.00)	\$0.00	(\$44,884.00)	\$27,737.91	(\$6,681.42)	\$26,314.14	(\$64,516.72)		\$48,097.83



2983 - 386 - Delivered Meals Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2983 - Senior Nutrition - Aging										
REVENUE										
Department 386 - Delivered Meals										
33										
33.1145	Medicaid Payment	25,000.00	.00	25,000.00	1,790.36	.00	20,374.20	4,625.80	81	20,974.68
33.1163	Fed Title 3C Nutrition-Aging	70,781.00	.00	70,781.00	12,546.90	.00	46,918.72	23,862.28	66	77,530.00
33.1166	NSIP-Aging	55,000.00	31,746.00	86,746.00	3,799.00	.00	70,003.00	16,743.00	81	63,963.43
33.4000	State Grants	118,900.00	.00	118,900.00	9,908.39	.00	89,174.53	29,725.47	75	132,086.00
33 - Totals		\$269,681.00	\$31,746.00	\$301,427.00	\$28,044.65	\$0.00	\$226,470.45	\$74,956.55	75%	\$294,554.11
36										
36.2000	Miscellaneous Revenues	21,341.00	.00	21,341.00	.00	.00	21,230.41	110.59	99	.00
36.5000	Donations	125,000.00	.00	125,000.00	5,508.60	.00	77,842.51	47,157.49	62	104,005.42
36.5020	Misc. Senior Programs	20,000.00	.00	20,000.00	1,666.67	.00	26,284.86	(6,284.86)	131	31,663.75
36 - Totals		\$166,341.00	\$0.00	\$166,341.00	\$7,175.27	\$0.00	\$125,357.78	\$40,983.22	75%	\$135,669.17
38										
38.3070	Trfr fr Sr.Citizens Match	104,340.00	.00	104,340.00	.00	.00	52,170.00	52,170.00	50	107,812.00
38 - Totals		\$104,340.00	\$0.00	\$104,340.00	\$0.00	\$0.00	\$52,170.00	\$52,170.00	50%	\$107,812.00
Department 386 - Delivered Meals Totals		\$540,362.00	\$31,746.00	\$572,108.00	\$35,219.92	\$0.00	\$403,998.23	\$168,109.77	71%	\$538,035.28
REVENUE TOTALS		\$540,362.00	\$31,746.00	\$572,108.00	\$35,219.92	\$0.00	\$403,998.23	\$168,109.77	71%	\$538,035.28
EXPENSE										
Department 386 - Delivered Meals										
Function E0300 - Aging Services - Federal Funds										
100										
100.110	Salaries & Wages	75,913.00	.00	75,913.00	2,786.94	.00	51,464.92	24,448.08	68	64,811.38
100.130	Termination Pay	.00	.00	.00	.00	.00	330.36	(330.36)	+++	.00
100.140	Employer Contributions	29,050.00	.00	29,050.00	1,066.42	.00	18,930.96	10,119.04	65	26,098.45
100 - Totals		\$104,963.00	\$0.00	\$104,963.00	\$3,853.36	\$0.00	\$70,726.24	\$34,236.76	67%	\$90,909.83
200										
200.220	Operating Supplies	35,000.00	.00	35,000.00	656.02	898.00	8,295.74	25,806.26	26	14,462.72
200.222	Food	10,818.00	31,746.00	42,564.00	.00	.00	.00	42,564.00	0	13,901.38
200 - Totals		\$45,818.00	\$31,746.00	\$77,564.00	\$656.02	\$898.00	\$8,295.74	\$68,370.26	12%	\$28,364.10
Function E0300 - Aging Services - Federal Funds Totals		\$150,781.00	\$31,746.00	\$182,527.00	\$4,509.38	\$898.00	\$79,021.98	\$102,607.02	44%	\$119,273.93
Function E0303 - Aging Services - State Funds										
200										
200.220	Operating Supplies	.00	.00	.00	.00	.00	.00	.00	+++	3,158.12
200.222	Food	118,900.00	.00	118,900.00	9,151.38	5,677.61	110,299.54	2,922.85	98	128,721.87
200 - Totals		\$118,900.00	\$0.00	\$118,900.00	\$9,151.38	\$5,677.61	\$110,299.54	\$2,922.85	98%	\$131,879.99
Function E0303 - Aging Services - State Funds Totals		\$118,900.00	\$0.00	\$118,900.00	\$9,151.38	\$5,677.61	\$110,299.54	\$2,922.85	98%	\$131,879.99
Function E0398 - Required Match										
100										
100.110	Salaries & Wages	94,926.00	.00	94,926.00	3,151.90	.00	53,005.19	41,920.81	56	80,714.00



2983 - 386 - Delivered Meals Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2983 - Senior Nutrition -Aging										
EXPENSE										
Department 386 - Delivered Meals										
Function E0398 - Required Match										
100										
100.130	Termination Pay	.00	.00	.00	.00	.00	1,152.16	(1,152.16)	+++	225.48
100.140	Employer Contributions	47,318.00	.00	47,318.00	1,672.53	.00	28,747.13	18,570.87	61	38,840.60
100 - Totals		\$142,244.00	\$0.00	\$142,244.00	\$4,824.43	\$0.00	\$82,904.48	\$59,339.52	58%	\$119,780.08
200										
200.210	Office Supplies	500.00	.00	500.00	.00	.00	241.45	258.55	48	255.48
200.222	Food	35,382.00	.00	35,382.00	.00	.00	.00	35,382.00	0	11,684.92
200 - Totals		\$35,882.00	\$0.00	\$35,882.00	\$0.00	\$0.00	\$241.45	\$35,640.55	1%	\$11,940.40
300										
300.311	Postage	100.00	.00	100.00	.56	.00	21.84	78.16	22	4.94
300.320	Printing & Typing	1,000.00	.00	1,000.00	.00	.00	192.00	808.00	19	434.14
300.330	Publicity, Subscrip.&Dues	1,000.00	.00	1,000.00	.00	.00	540.00	460.00	54	540.00
300.341	Electric	5,270.00	.00	5,270.00	19.57	.00	3,086.72	2,183.28	59	4,924.74
300.342	Water & Sewer	1,690.00	.00	1,690.00	16.58	.00	945.81	744.19	56	1,217.65
300.343	Telephone	2,000.00	.00	2,000.00	.00	120.00	959.68	920.32	54	1,724.10
300.344	Heating Fuel	2,626.00	.00	2,626.00	280.04	.00	2,296.54	329.46	87	2,624.51
300.345	Sanitation	1,000.00	.00	1,000.00	83.00	.00	689.94	310.06	69	887.88
300.360	Repair & Maint. Services	6,000.00	.00	6,000.00	.00	.00	701.22	5,298.78	12	4,151.21
300.370	Travel	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	69.17
300.374	Mileage County Vehicles	32,000.00	.00	32,000.00	4,205.00	.00	23,826.70	8,173.30	74	30,318.00
300.380	Training Services	500.00	.00	500.00	349.00	135.00	349.00	16.00	97	.00
300 - Totals		\$55,686.00	\$0.00	\$55,686.00	\$4,953.75	\$255.00	\$33,609.45	\$21,821.55	61%	\$46,896.34
500										
500.510	Insurance	1,228.00	.00	1,228.00	.00	.00	1,228.00	.00	100	1,228.00
500.530	Rental	14,300.00	.00	14,300.00	1,075.00	.00	9,675.00	4,625.00	68	12,825.00
500 - Totals		\$15,528.00	\$0.00	\$15,528.00	\$1,075.00	\$0.00	\$10,903.00	\$4,625.00	70%	\$14,053.00
900										
900.940	Machinery & Equipment	21,231.00	.00	21,231.00	.00	.00	20,972.78	258.22	99	.00
900 - Totals		\$21,231.00	\$0.00	\$21,231.00	\$0.00	\$0.00	\$20,972.78	\$258.22	99%	\$0.00
	Function E0398 - Required Match Totals	\$270,571.00	\$0.00	\$270,571.00	\$10,853.18	\$255.00	\$148,631.16	\$121,684.84	55%	\$192,669.82
	Function E0399 - Excess Carryover									
100										
100.130	Termination Pay	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	.00
100.145	Employer Contributions- Grants	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
100.150	Salaries & Wages, Grants	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	.00
100 - Totals		\$14,500.00	\$0.00	\$14,500.00	\$0.00	\$0.00	\$0.00	\$14,500.00	0%	\$0.00



2983 - 386 - Delivered Meals Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2983 - Senior Nutrition -Aging										
EXPENSE										
Department 386 - Delivered Meals										
Function E0399 - Excess Carryover										
200										
200.220	Operating Supplies	25,000.00	(2,500.00)	22,500.00	.00	3,472.94	6,478.72	12,548.34	44	11,056.00
200.222	Food	1,919.00	.00	1,919.00	.00	.00	.00	1,919.00	0	30.00
	200 - Totals	\$26,919.00	(\$2,500.00)	\$24,419.00	\$0.00	\$3,472.94	\$6,478.72	\$14,467.34	41%	\$11,086.00
300										
300.311	Postage	.00	1,000.00	1,000.00	.00	.00	440.00	560.00	44	.00
300.320	Printing & Typing	.00	1,500.00	1,500.00	.00	.00	.00	1,500.00	0	.00
300.341	Electric	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
300.342	Water & Sewer	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
300.343	Telephone	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
300.360	Repair & Maint. Services	2,000.00	.00	2,000.00	.00	.00	885.00	1,115.00	44	.00
	300 - Totals	\$3,500.00	\$2,500.00	\$6,000.00	\$0.00	\$0.00	\$1,325.00	\$4,675.00	22%	\$0.00
900										
900.940	Machinery & Equipment	3,500.00	.00	3,500.00	.00	.00	3,404.50	95.50	97	.00
	900 - Totals	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,404.50	\$95.50	97%	\$0.00
	Function E0399 - Excess Carryover Totals	\$48,419.00	\$0.00	\$48,419.00	\$0.00	\$3,472.94	\$11,208.22	\$33,737.84	30%	\$11,086.00
	Department 386 - Delivered Meals Totals	\$588,671.00	\$31,746.00	\$620,417.00	\$24,513.94	\$10,303.55	\$349,160.90	\$260,952.55	58%	\$454,909.74
	EXPENSE TOTALS	\$588,671.00	\$31,746.00	\$620,417.00	\$24,513.94	\$10,303.55	\$349,160.90	\$260,952.55	58%	\$454,909.74
Fund 2983 - Senior Nutrition -Aging Totals										
	REVENUE TOTALS	540,362.00	31,746.00	572,108.00	35,219.92	.00	403,998.23	168,109.77	71%	538,035.28
	EXPENSE TOTALS	588,671.00	31,746.00	620,417.00	24,513.94	10,303.55	349,160.90	260,952.55	58%	454,909.74
	Fund 2983 - Senior Nutrition -Aging Totals	(\$48,309.00)	\$0.00	(\$48,309.00)	\$10,705.98	(\$10,303.55)	\$54,837.33	(\$92,842.78)		\$83,125.54
Grand Totals										
	REVENUE TOTALS	540,362.00	31,746.00	572,108.00	35,219.92	.00	403,998.23	168,109.77	71%	538,035.28
	EXPENSE TOTALS	588,671.00	31,746.00	620,417.00	24,513.94	10,303.55	349,160.90	260,952.55	58%	454,909.74
	Grand Totals	(\$48,309.00)	\$0.00	(\$48,309.00)	\$10,705.98	(\$10,303.55)	\$54,837.33	(\$92,842.78)		\$83,125.54



2980 - 390 - Respite Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2980 - Direct Services - Aging										
REVENUE										
Department 390 - Caregiver/Respite Services										
33										
33.1165	Fed Title 3E Contract Services-Aging	55,841.00	.00	55,841.00	12,430.80	.00	44,349.51	11,491.49	79	65,184.00
33.4000	State Grants	10,346.00	.00	10,346.00	862.23	.00	7,759.09	2,586.91	75	16,043.00
	33 - Totals	\$66,187.00	\$0.00	\$66,187.00	\$13,293.03	\$0.00	\$52,108.60	\$14,078.40	79%	\$81,227.00
36										
36.5000	Donations	3,500.00	.00	3,500.00	280.00	.00	3,064.00	436.00	88	4,057.00
	36 - Totals	\$3,500.00	\$0.00	\$3,500.00	\$280.00	\$0.00	\$3,064.00	\$436.00	88%	\$4,057.00
38										
38.3070	Trfr fr Sr.Citizens Match	6,914.00	.00	6,914.00	.00	.00	3,457.00	3,457.00	50	13,953.00
	38 - Totals	\$6,914.00	\$0.00	\$6,914.00	\$0.00	\$0.00	\$3,457.00	\$3,457.00	50%	\$13,953.00
	Department 390 - Caregiver/Respite Services Totals	\$76,601.00	\$0.00	\$76,601.00	\$13,573.03	\$0.00	\$58,629.60	\$17,971.40	77%	\$99,237.00
	REVENUE TOTALS	\$76,601.00	\$0.00	\$76,601.00	\$13,573.03	\$0.00	\$58,629.60	\$17,971.40	77%	\$99,237.00
EXPENSE										
Department 390 - Caregiver/Respite Services										
Function E0300 - Aging Services - Federal Funds										
100										
100.110	Salaries & Wages	37,158.00	.00	37,158.00	910.43	.00	18,704.55	18,453.45	50	28,146.59
100.140	Employer Contributions	15,856.00	.00	15,856.00	336.50	.00	7,269.06	8,586.94	46	10,822.13
	100 - Totals	\$53,014.00	\$0.00	\$53,014.00	\$1,246.93	\$0.00	\$25,973.61	\$27,040.39	49%	\$38,968.72
300										
300.350	Professional Services	1,327.00	.00	1,327.00	.00	.00	89.00	1,238.00	7	.00
300.374	Mileage County Vehicles	1,500.00	.00	1,500.00	124.00	.00	1,189.00	311.00	79	501.00
	300 - Totals	\$2,827.00	\$0.00	\$2,827.00	\$124.00	\$0.00	\$1,278.00	\$1,549.00	45%	\$501.00
	Function E0300 - Aging Services - Federal Funds Totals	\$55,841.00	\$0.00	\$55,841.00	\$1,370.93	\$0.00	\$27,251.61	\$28,589.39	49%	\$39,469.72
Function E0303 - Aging Services - State Funds										
100										
100.110	Salaries & Wages	5,077.00	(1,000.00)	4,077.00	.00	.00	774.04	3,302.96	19	7,179.14
100.130	Termination Pay	.00	.00	.00	.00	.00	.00	.00	+++	1,668.33
100.140	Employer Contributions	2,669.00	.00	2,669.00	.00	.00	494.95	2,174.05	19	2,270.12
	100 - Totals	\$7,746.00	(\$1,000.00)	\$6,746.00	\$0.00	\$0.00	\$1,268.99	\$5,477.01	19%	\$11,117.59
200										
200.210	Office Supplies	.00	.00	.00	.00	.00	.00	.00	+++	44.49
200.220	Operating Supplies	.00	1,000.00	1,000.00	.00	.00	.00	1,000.00	0	103.51
	200 - Totals	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%	\$148.00
300										
300.348	Cell Phone Costs	.00	.00	.00	.00	.00	.00	.00	+++	100.00
300.370	Travel	1,500.00	.00	1,500.00	.00	.00	1,449.72	50.28	97	.00
300.374	Mileage County Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	671.00



2980 - 390 - Respite Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2980	Direct Services - Aging									
EXPENSE										
Department	390 - Caregiver/Respite Services									
Function	E0303 - Aging Services - State Funds									
300										
300.380	Training Services	1,100.00	.00	1,100.00	.00	.00	675.00	425.00	61	.00
	300 - Totals	\$2,600.00	\$0.00	\$2,600.00	\$0.00	\$0.00	\$2,124.72	\$475.28	82%	\$771.00
	Function E0303 - Aging Services - State Funds Totals	\$10,346.00	\$0.00	\$10,346.00	\$0.00	\$0.00	\$3,393.71	\$6,952.29	33%	\$12,036.59
	Function E0398 - Required Match									
100										
100.110	Salaries & Wages	3,802.00	.00	3,802.00	.00	.00	579.67	3,222.33	15	1,187.57
100.130	Termination Pay	.00	.00	.00	.00	.00	.00	.00	+++	55.86
100.140	Employer Contributions	2,000.00	.00	2,000.00	.00	.00	370.71	1,629.29	19	262.07
	100 - Totals	\$5,802.00	\$0.00	\$5,802.00	\$0.00	\$0.00	\$950.38	\$4,851.62	16%	\$1,505.50
200										
200.210	Office Supplies	200.00	.00	200.00	.00	.00	90.92	109.08	45	.00
200.220	Operating Supplies	200.00	.00	200.00	.00	.00	.00	200.00	0	.00
	200 - Totals	\$400.00	\$0.00	\$400.00	\$0.00	\$0.00	\$90.92	\$309.08	23%	\$0.00
300										
300.341	Electric	1,030.00	.00	1,030.00	59.82	.00	487.98	542.02	47	776.00
300.342	Water & Sewer	916.00	.00	916.00	56.35	.00	749.35	166.65	82	891.12
300.344	Heating Fuel	763.00	.00	763.00	98.31	.00	499.55	263.45	65	810.28
300.348	Cell Phone Costs	275.00	.00	275.00	22.12	.00	177.83	97.17	65	163.50
	300 - Totals	\$2,984.00	\$0.00	\$2,984.00	\$236.60	\$0.00	\$1,914.71	\$1,069.29	64%	\$2,640.90
500										
500.510	Insurance	1,228.00	.00	1,228.00	.00	.00	1,228.00	.00	100	1,228.00
	500 - Totals	\$1,228.00	\$0.00	\$1,228.00	\$0.00	\$0.00	\$1,228.00	\$0.00	100%	\$1,228.00
	Function E0398 - Required Match Totals	\$10,414.00	\$0.00	\$10,414.00	\$236.60	\$0.00	\$4,184.01	\$6,229.99	40%	\$5,374.40
	Function E0399 - Excess Carryover									
100										
100.130	Termination Pay	7,500.00	.00	7,500.00	.00	.00	.00	7,500.00	0	.00
100.145	Employer Contributions- Grants	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	.00
100.150	Salaries & Wages, Grants	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	947.00
	100 - Totals	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0%	\$947.00
200										
200.220	Operating Supplies	.00	4,465.00	4,465.00	.00	.00	3,740.00	725.00	84	.00
	200 - Totals	\$0.00	\$4,465.00	\$4,465.00	\$0.00	\$0.00	\$3,740.00	\$725.00	84%	\$0.00
300										
300.330	Publicity, Subscrip.&Dues	4,465.00	(4,465.00)	.00	.00	.00	.00	.00	+++	.00
300.370	Travel	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
300.380	Training Services	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00



2980 - 390 - Respite Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2980 - Direct Services - Aging										
	EXPENSE									
	Department 390 - Caregiver/Respite Services									
	Function E0399 - Excess Carryover									
	300 - Totals	\$9,965.00	(\$4,465.00)	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00	0%	\$0.00
800										
800.812	Insurance Deductibles	750.00	.00	750.00	.00	.00	740.60	9.40	99	.00
	800 - Totals	\$750.00	\$0.00	\$750.00	\$0.00	\$0.00	\$740.60	\$9.40	99%	\$0.00
	Function E0399 - Excess Carryover Totals	\$25,715.00	\$0.00	\$25,715.00	\$0.00	\$0.00	\$4,480.60	\$21,234.40	17%	\$947.00
	Department 390 - Caregiver/Respite Services Totals	\$102,316.00	\$0.00	\$102,316.00	\$1,607.53	\$0.00	\$39,309.93	\$63,006.07	38%	\$57,827.71
	EXPENSE TOTALS	\$102,316.00	\$0.00	\$102,316.00	\$1,607.53	\$0.00	\$39,309.93	\$63,006.07	38%	\$57,827.71
	Fund 2980 - Direct Services - Aging Totals									
	REVENUE TOTALS	76,601.00	.00	76,601.00	13,573.03	.00	58,629.60	17,971.40	77%	99,237.00
	EXPENSE TOTALS	102,316.00	.00	102,316.00	1,607.53	.00	39,309.93	63,006.07	38%	57,827.71
	Fund 2980 - Direct Services - Aging Totals	(\$25,715.00)	\$0.00	(\$25,715.00)	\$11,965.50	\$0.00	\$19,319.67	(\$45,034.67)		\$41,409.29
	Grand Totals									
	REVENUE TOTALS	76,601.00	.00	76,601.00	13,573.03	.00	58,629.60	17,971.40	77%	99,237.00
	EXPENSE TOTALS	102,316.00	.00	102,316.00	1,607.53	.00	39,309.93	63,006.07	38%	57,827.71
	Grand Totals	(\$25,715.00)	\$0.00	(\$25,715.00)	\$11,965.50	\$0.00	\$19,319.67	(\$45,034.67)		\$41,409.29



2981 - SHIP Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2981 - Contracted Services - Aging										
REVENUE										
Department 385 - Ship										
33										
33.1000	Federal Grants	.00	.00	.00	.00	.00	.00	.00	+++	467.00
33.1145	Medicaid Payment	.00	.00	.00	.00	.00	.00	.00	+++	120.97
33.1168	Fed Title 7 -Aging	542.00	.00	542.00	.00	.00	169.00	373.00	31	.00
33.1169	Fed SHIP Chapter 4E Program Funds-Aging	36,309.00	.00	36,309.00	4,263.00	.00	35,662.00	647.00	98	37,166.00
33.4000	State Grants	9,965.00	.00	9,965.00	830.46	.00	7,473.30	2,491.70	75	21,097.00
	33 - Totals	\$46,816.00	\$0.00	\$46,816.00	\$5,093.46	\$0.00	\$43,304.30	\$3,511.70	92%	\$58,850.97
38										
38.3070	Trfr fr Sr.Citizens Match	17,271.00	.00	17,271.00	.00	.00	8,635.50	8,635.50	50	4,219.00
	38 - Totals	\$17,271.00	\$0.00	\$17,271.00	\$0.00	\$0.00	\$8,635.50	\$8,635.50	50%	\$4,219.00
	Department 385 - Ship Totals	\$64,087.00	\$0.00	\$64,087.00	\$5,093.46	\$0.00	\$51,939.80	\$12,147.20	81%	\$63,069.97
	REVENUE TOTALS	\$64,087.00	\$0.00	\$64,087.00	\$5,093.46	\$0.00	\$51,939.80	\$12,147.20	81%	\$63,069.97
EXPENSE										
Department 385 - Ship										
Function E0300 - Aging Services - Federal Funds										
100										
100.110	Salaries & Wages	24,795.00	.00	24,795.00	589.24	.00	9,316.30	15,478.70	38	11,681.18
100.140	Employer Contributions	15,155.00	.00	15,155.00	251.91	.00	3,783.35	11,371.65	25	4,978.94
	100 - Totals	\$39,950.00	\$0.00	\$39,950.00	\$841.15	\$0.00	\$13,099.65	\$26,850.35	33%	\$16,660.12
200										
200.210	Office Supplies	100.00	.00	100.00	.00	.00	.00	100.00	0	39.95
200.220	Operating Supplies	539.00	.00	539.00	.00	.00	156.21	382.79	29	149.98
	200 - Totals	\$639.00	\$0.00	\$639.00	\$0.00	\$0.00	\$156.21	\$482.79	24%	\$189.93
300										
300.320	Printing & Typing	.00	.00	.00	.00	.00	.00	.00	+++	258.58
300.370	Travel	.00	.00	.00	.00	.00	.00	.00	+++	1,957.71
300.380	Training Services	.00	.00	.00	.00	.00	.00	.00	+++	65.00
	300 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,281.29
	Function E0300 - Aging Services - Federal Funds Totals	\$40,589.00	\$0.00	\$40,589.00	\$841.15	\$0.00	\$13,255.86	\$27,333.14	33%	\$19,131.34
Function E0303 - Aging Services - State Funds										
100										
100.110	Salaries & Wages	7,015.00	.00	7,015.00	269.74	.00	5,103.87	1,911.13	73	13,547.00
100.140	Employer Contributions	2,950.00	.00	2,950.00	114.94	.00	2,077.11	872.89	70	5,365.00
	100 - Totals	\$9,965.00	\$0.00	\$9,965.00	\$384.68	\$0.00	\$7,180.98	\$2,784.02	72%	\$18,912.00
300										
300.348	Cell Phone Costs	.00	.00	.00	.00	.00	.00	.00	+++	632.19
300.374	Mileage County Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	1,501.00
	300 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,133.19



2981 - SHIP Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2981 - Contracted Services - Aging										
EXPENSE										
Department 385 - Ship										
Function E0303 - Aging Services - State Funds Totals		\$9,965.00	\$0.00	\$9,965.00	\$384.68	\$0.00	\$7,180.98	\$2,784.02	72%	\$21,045.19
Function E0398 - Required Match										
100										
100.110	Salaries & Wages	7,749.00	.00	7,749.00	297.96	.00	5,096.71	2,652.29	66	.00
100.140	Employer Contributions	3,287.00	.00	3,287.00	127.41	.00	2,063.59	1,223.41	63	.00
100 - Totals		\$11,036.00	\$0.00	\$11,036.00	\$425.37	\$0.00	\$7,160.30	\$3,875.70	65%	\$0.00
300										
300.310	Communication & Transp.	900.00	(900.00)	.00	.00	.00	.00	.00	+++	.00
300.311	Postage	.00	900.00	900.00	13.92	.00	87.71	812.29	10	.00
300.341	Electric	1,030.00	.00	1,030.00	59.84	.00	488.02	541.98	47	775.99
300.342	Water & Sewer	916.00	.00	916.00	56.35	.00	749.33	166.67	82	891.08
300.344	Heating Fuel	763.00	.00	763.00	98.31	.00	499.56	263.44	65	810.27
300.348	Cell Phone Costs	660.00	.00	660.00	53.00	.00	425.62	234.38	64	.00
300.350	Professional Services	.00	200.00	200.00	60.00	.00	150.00	50.00	75	.00
300.370	Travel	1,000.00	(400.00)	600.00	.00	.00	150.00	450.00	25	.00
300.374	Mileage County Vehicles	1,000.00	200.00	1,200.00	79.00	.00	1,200.00	.00	100	.00
300 - Totals		\$6,269.00	\$0.00	\$6,269.00	\$420.42	\$0.00	\$3,750.24	\$2,518.76	60%	\$2,477.34
500										
500.510	Insurance	1,228.00	.00	1,228.00	.00	.00	1,228.00	.00	100	1,228.00
500 - Totals		\$1,228.00	\$0.00	\$1,228.00	\$0.00	\$0.00	\$1,228.00	\$0.00	100%	\$1,228.00
Function E0398 - Required Match Totals		\$18,533.00	\$0.00	\$18,533.00	\$845.79	\$0.00	\$12,138.54	\$6,394.46	65%	\$3,705.34
Function E0399 - Excess Carryover										
100										
100.130	Termination Pay	7,000.00	(1,000.00)	6,000.00	.00	.00	.00	6,000.00	0	.00
100.145	Employer Contributions- Grants	2,500.00	(500.00)	2,000.00	.00	.00	.00	2,000.00	0	400.00
100.150	Salaries & Wages, Grants	5,000.00	(5,000.00)	.00	.00	.00	.00	.00	+++	500.00
100 - Totals		\$14,500.00	(\$6,500.00)	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0%	\$900.00
200										
200.220	Operating Supplies	3,483.00	.00	3,483.00	.00	.00	416.10	3,066.90	12	4,818.42
200 - Totals		\$3,483.00	\$0.00	\$3,483.00	\$0.00	\$0.00	\$416.10	\$3,066.90	12%	\$4,818.42
300										
300.311	Postage	.00	350.00	350.00	.00	.00	42.63	307.37	12	265.59
300.320	Printing & Typing	3,483.00	.00	3,483.00	.00	.00	27.50	3,455.50	1	.00
300.330	Publicity, Subscrip.&Dues	5,000.00	(350.00)	4,650.00	.00	.00	.00	4,650.00	0	.00
300.360	Repair & Maint. Services	.00	5,000.00	5,000.00	.00	.00	3,175.00	1,825.00	64	.00
300.370	Travel	4,500.00	.00	4,500.00	1,146.12	.00	1,949.43	2,550.57	43	2,308.67
300.374	Mileage County Vehicles	.00	1,500.00	1,500.00	103.00	.00	103.00	1,397.00	7	.00
300.380	Training Services	1,500.00	.00	1,500.00	710.00	.00	785.00	715.00	52	754.00



2981 - SHIP Budget Performance Report

Fiscal Year to Date 03/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2981 - Contracted Services - Aging										
	EXPENSE									
	Department 385 - Ship									
	Function E0399 - Excess Carryover									
	300 - Totals	\$14,483.00	\$6,500.00	\$20,983.00	\$1,959.12	\$0.00	\$6,082.56	\$14,900.44	29%	\$3,328.26
	Function E0399 - Excess Carryover Totals	\$32,466.00	\$0.00	\$32,466.00	\$1,959.12	\$0.00	\$6,498.66	\$25,967.34	20%	\$9,046.68
	Department 385 - Ship Totals	\$101,553.00	\$0.00	\$101,553.00	\$4,030.74	\$0.00	\$39,074.04	\$62,478.96	38%	\$52,928.55
	EXPENSE TOTALS	\$101,553.00	\$0.00	\$101,553.00	\$4,030.74	\$0.00	\$39,074.04	\$62,478.96	38%	\$52,928.55
Fund 2981 - Contracted Services - Aging Totals										
	REVENUE TOTALS	64,087.00	.00	64,087.00	5,093.46	.00	51,939.80	12,147.20	81%	63,069.97
	EXPENSE TOTALS	101,553.00	.00	101,553.00	4,030.74	.00	39,074.04	62,478.96	38%	52,928.55
Fund 2981 - Contracted Services - Aging Totals		(\$37,466.00)	\$0.00	(\$37,466.00)	\$1,062.72	\$0.00	\$12,865.76	(\$50,331.76)		\$10,141.42
	Grand Totals									
	REVENUE TOTALS	64,087.00	.00	64,087.00	5,093.46	.00	51,939.80	12,147.20	81%	63,069.97
	EXPENSE TOTALS	101,553.00	.00	101,553.00	4,030.74	.00	39,074.04	62,478.96	38%	52,928.55
	Grand Totals	(\$37,466.00)	\$0.00	(\$37,466.00)	\$1,062.72	\$0.00	\$12,865.76	(\$50,331.76)		\$10,141.42



2986 - 334 - Administrative Budget Performance Report

Fiscal Year to Date 03/25/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2986 - Administrative - Aging										
REVENUE										
Department 334 - Administrative Aging Serv										
33										
33.1161	Fed Title 3B Administration-Aging	6,338.00	.00	6,338.00	1,294.05	.00	5,211.16	1,126.84	82	8,750.95
33.1163	Fed Title 3C Nutrition-Aging	14,703.00	.00	14,703.00	3,094.80	.00	11,378.00	3,325.00	77	18,567.25
33.1165	Fed Title 3E Contract Services-Aging	6,205.00	.00	6,205.00	1,381.20	.00	4,928.49	1,276.51	79	7,243.00
33.4000	State Grants	34,042.00	.00	34,042.00	2,836.89	.00	25,531.03	8,510.97	75	40,887.00
33 - Totals		\$61,288.00	\$0.00	\$61,288.00	\$8,606.94	\$0.00	\$47,048.68	\$14,239.32	77%	\$75,448.20
36										
36.5000	Donations	.00	.00	.00	.00	.00	.00	.00	+++	859.40
36.7000	Sale of Junk or Salvage	.00	.00	.00	.00	.00	.00	.00	+++	5.00
36 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$864.40
38										
38.3070	Trfr fr Sr.Citizens Match	97,208.00	.00	97,208.00	.00	.00	48,604.00	48,604.00	50	96,787.00
38 - Totals		\$97,208.00	\$0.00	\$97,208.00	\$0.00	\$0.00	\$48,604.00	\$48,604.00	50%	\$96,787.00
Department 334 - Administrative Aging Serv Totals		\$158,496.00	\$0.00	\$158,496.00	\$8,606.94	\$0.00	\$95,652.68	\$62,843.32	60%	\$173,099.60
REVENUE TOTALS		\$158,496.00	\$0.00	\$158,496.00	\$8,606.94	\$0.00	\$95,652.68	\$62,843.32	60%	\$173,099.60
EXPENSE										
Department 334 - Administrative Aging Serv										
Function E0300 - Aging Services - Federal Funds										
100										
100.110	Salaries & Wages	1.00	(1.00)	.00	.00	.00	.00	.00	+++	4,967.29
100.140	Employer Contributions	1.00	(1.00)	.00	.00	.00	.00	.00	+++	1,704.56
100.145	Employer Contributions- Grants	.00	.00	.00	.00	.00	.00	.00	+++	578.94
100 - Totals		\$2.00	(\$2.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$7,250.79
200										
200.210	Office Supplies	1,000.00	.00	1,000.00	.00	.00	202.48	797.52	20	238.98
200.220	Operating Supplies	5,000.00	2.00	5,002.00	184.48	275.00	2,846.94	1,880.06	62	3,706.19
200 - Totals		\$6,000.00	\$2.00	\$6,002.00	\$184.48	\$275.00	\$3,049.42	\$2,677.58	55%	\$3,945.17
300										
300.311	Postage	300.00	.00	300.00	.00	.00	119.26	180.74	40	121.94
300.330	Publicity, Subscrip.&Dues	3,749.00	.00	3,749.00	.00	.00	3,385.00	364.00	90	4,080.70
300.341	Electric	1,342.00	.00	1,342.00	59.84	.00	488.02	853.98	36	776.02
300.342	Water & Sewer	1,228.00	.00	1,228.00	56.35	.00	749.35	478.65	61	1,031.09
300.343	Telephone	1,200.00	.00	1,200.00	61.94	.00	562.82	637.18	47	781.71
300.344	Heating Fuel	1,075.00	.00	1,075.00	98.31	.00	499.56	575.44	46	810.27
300.360	Repair & Maint. Services	4,000.00	.00	4,000.00	199.38	1,540.00	1,438.28	1,021.72	74	3,406.13
300.370	Travel	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	1,303.99
300.374	Mileage County Vehicles	1,500.00	.00	1,500.00	19.00	.00	461.00	1,039.00	31	.00
300.380	Training Services	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	1,199.00



2986 - 334 - Administrative Budget Performance Report

Fiscal Year to Date 03/25/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 2986 - Administrative - Aging										
EXPENSE										
Department 334 - Administrative Aging Serv										
Function E0300 - Aging Services - Federal Funds										
300 - Totals		\$17,894.00	\$0.00	\$17,894.00	\$494.82	\$1,540.00	\$7,703.29	\$8,650.71	52%	\$13,510.85
500										
500.510	Insurance	1,000.00	.00	1,000.00	.00	.00	1,000.00	.00	100	.00
500.591	Assessments	2,350.00	.00	2,350.00	.00	.00	.00	2,350.00	0	.00
500.592	City Assessments	.00	.00	.00	.00	.00	2,148.22	(2,148.22)	+++	.00
500 - Totals		\$3,350.00	\$0.00	\$3,350.00	\$0.00	\$0.00	\$3,148.22	\$201.78	94%	\$0.00
Function E0300 - Aging Services - Federal Funds Totals		\$27,246.00	\$0.00	\$27,246.00	\$679.30	\$1,815.00	\$13,900.93	\$11,530.07	58%	\$24,706.81
Function E0303 - Aging Services - State Funds										
100										
100.110	Salaries & Wages	23,282.00	.00	23,282.00	895.39	.00	16,969.59	6,312.41	73	28,848.99
100.140	Employer Contributions	10,396.00	.00	10,396.00	377.69	.00	7,293.53	3,102.47	70	10,645.00
100 - Totals		\$33,678.00	\$0.00	\$33,678.00	\$1,273.08	\$0.00	\$24,263.12	\$9,414.88	72%	\$39,493.99
200										
200.220	Operating Supplies	364.00	.00	364.00	.00	.00	335.46	28.54	92	.00
200 - Totals		\$364.00	\$0.00	\$364.00	\$0.00	\$0.00	\$335.46	\$28.54	92%	\$0.00
300										
300.370	Travel	.00	.00	.00	.00	.00	.00	.00	+++	1,377.00
300 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,377.00
Function E0303 - Aging Services - State Funds Totals		\$34,042.00	\$0.00	\$34,042.00	\$1,273.08	\$0.00	\$24,598.58	\$9,443.42	72%	\$40,870.99
Function E0398 - Required Match										
100										
100.110	Salaries & Wages	78,915.00	.00	78,915.00	3,050.96	.00	54,432.38	24,482.62	69	70,759.15
100.140	Employer Contributions	16,793.00	.00	16,793.00	631.98	.00	11,235.25	5,557.75	67	13,177.00
100 - Totals		\$95,708.00	\$0.00	\$95,708.00	\$3,682.94	\$0.00	\$65,667.63	\$30,040.37	69%	\$83,936.15
300										
300.320	Printing & Typing	1,500.00	.00	1,500.00	.00	131.99	970.74	397.27	74	1,459.19
300.374	Mileage County Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	993.00
300.380	Training Services	.00	.00	.00	.00	.00	.00	.00	+++	466.00
300 - Totals		\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$131.99	\$970.74	\$397.27	74%	\$2,918.19
500										
500.510	Insurance	.00	.00	.00	.00	.00	.00	.00	+++	679.83
500.592	City Assessments	.00	.00	.00	.00	.00	.00	.00	+++	2,146.14
500 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,825.97
Function E0398 - Required Match Totals		\$97,208.00	\$0.00	\$97,208.00	\$3,682.94	\$131.99	\$66,638.37	\$30,437.64	69%	\$89,680.31
Function E0399 - Excess Carryover										
100										
100.130	Termination Pay	3,500.00	(1,500.00)	2,000.00	.00	.00	.00	2,000.00	0	.00



2986 - 334 - Administrative Budget Performance Report

Fiscal Year to Date 03/25/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2986 - Administrative - Aging										
	EXPENSE									
	Department 334 - Administrative Aging Serv									
	Function E0399 - Excess Carryover									
	100 - Totals	\$3,500.00	(\$1,500.00)	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%	\$0.00
200										
200.220	Operating Supplies	.00	.00	.00	.00	.00	.00	.00	+++	1,886.39
	200 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,886.39
300										
300.341	Electric	.00	500.00	500.00	.00	.00	.00	500.00	0	432.12
300.342	Water & Sewer	.00	500.00	500.00	.00	.00	.00	500.00	0	542.83
300.344	Heating Fuel	.00	500.00	500.00	.00	.00	.00	500.00	0	254.47
300.360	Repair & Maint. Services	2,500.00	(1,000.00)	1,500.00	.00	.00	515.34	984.66	34	.00
300.370	Travel	4,000.00	.00	4,000.00	.00	.00	107.00	3,893.00	3	.00
300.380	Training Services	824.00	.00	824.00	.00	.00	.00	824.00	0	.00
	300 - Totals	\$7,324.00	\$500.00	\$7,824.00	\$0.00	\$0.00	\$622.34	\$7,201.66	8%	\$1,229.42
800										
800.812	Insurance Deductibles	.00	1,000.00	1,000.00	.00	.00	1,000.00	.00	100	.00
	800 - Totals	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	100%	\$0.00
	Function E0399 - Excess Carryover Totals	\$10,824.00	\$0.00	\$10,824.00	\$0.00	\$0.00	\$1,622.34	\$9,201.66	15%	\$3,115.81
	Department 334 - Administrative Aging Serv Totals	\$169,320.00	\$0.00	\$169,320.00	\$5,635.32	\$1,946.99	\$106,760.22	\$60,612.79	64%	\$158,373.92
	EXPENSE TOTALS	\$169,320.00	\$0.00	\$169,320.00	\$5,635.32	\$1,946.99	\$106,760.22	\$60,612.79	64%	\$158,373.92
Fund 2986 - Administrative - Aging Totals										
	REVENUE TOTALS	158,496.00	.00	158,496.00	8,606.94	.00	95,652.68	62,843.32	60%	173,099.60
	EXPENSE TOTALS	169,320.00	.00	169,320.00	5,635.32	1,946.99	106,760.22	60,612.79	64%	158,373.92
Fund 2986 - Administrative - Aging Totals		(\$10,824.00)	\$0.00	(\$10,824.00)	\$2,971.62	(\$1,946.99)	(\$11,107.54)	\$2,230.53		\$14,725.68
	Grand Totals									
	REVENUE TOTALS	158,496.00	.00	158,496.00	8,606.94	.00	95,652.68	62,843.32	60%	173,099.60
	EXPENSE TOTALS	169,320.00	.00	169,320.00	5,635.32	1,946.99	106,760.22	60,612.79	64%	158,373.92
	Grand Totals	(\$10,824.00)	\$0.00	(\$10,824.00)	\$2,971.62	(\$1,946.99)	(\$11,107.54)	\$2,230.53		\$14,725.68

April 28, 2020

Contract #20-47

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Task Order 21-07-4-31-106-0
DPHHS Contract
Immunization Program

INITIATED AND PRESENTED BY: Trisha Gardner, Public Health Officer
City-County Health Department

ACTION REQUESTED: Approval of Contract #20-47

BACKGROUND:

The purpose of this agreement is to reduce the burden of vaccine preventable disease within the Contractor's service area by ensuring the oversight and provision of immunization services for children, adolescents, and adults.

TERM: July 1, 2020 - June 30, 2021

AMOUNT: \$33,113.00

RECOMMENDATION: Approval of Contract #20-47

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-47, Task Order 21-07-4-31-106, DPHHS Contract Immunization Program.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #20-47, Task Order 21-07-4-31-106, DPHHS Contract Immunization Program.

TASK ORDER 21-07-4-31-106-0
TO CASCADE COUNTY HEALTH DEPT COUNTY UNIFIED GOVERNMENT MASTER
CONTRACT THAT COVERS THE PERIOD OF
JULY 1, 2019 THROUGH JUNE 30, 2026
IMMUNIZATION PROGRAM

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (DPHHS), Immunization Program (hereinafter referred to as the "Department"), whose address and phone number are 1400 Broadway, PO Box 202951, Helena, MT 59620-2951 and (406) 444-5580 and Cascade Health Department (hereinafter referred to as the "Contractor"), whose Federal ID number, mailing address, and phone number, are 81-6001343, 115 4th St S, Great Falls, MT 59401 (406) 454-6950 for the purpose of committing the Contractor to provide health related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 1: PURPOSE

To reduce the burden of vaccine preventable disease within the Contractor's service area by ensuring the oversight and provision of immunization services for children, adolescents, and adults.

SECTION 2: SERVICES TO BE PROVIDED

A. The Contractor shall:

- 1) Provide and/or coordinate the delivery of immunization services, when requested, to children, adolescents, and adults per standing orders/facility medical protocol.
 - a) Report quarter 1, on the Clinic Information form, (Attachment A) when your immunization clinic is available to provide vaccines. Include the day(s) of the week and times immunization clinics are offered and if your clinic allows for walk-ins. Provide a description of any off-site clinics your jurisdiction may hold throughout the year for the public, for example, school or influenza clinics.
- 2) Obtain and maintain staff proficiency in the imMTrax application by:
 - a) Updating and maintaining immunization records in the statewide Immunization Information System (IIS), imMTrax.
 - b) Ensuring all employees requiring imMTrax access complete the appropriate Access Request forms and agreements.
 - c) Ensuring all employees requiring imMTrax access complete training/updates applicable to their user role. DPHHS offers training throughout the year through a variety of media including in-person trainings and webinars.

- d) Ensuring a minimum of one employee is trained in and obtains an imMTrax access level that includes the ability to merge client records.
 - e) Providing accurate and timely documentation of staffing changes resulting in imMTrax user deletion or adjustments in user role as outlined in imMTrax IIS Memorandum of Agreement.
- 3) Assess immunization records for required vaccinations for children enrolled in a licensed child care facility and notify child care providers of children enrolled without proper documentation of immunizations as outlined in A.R.M. 37.95.140.
- a) Child care facility reviews should be conducted on-site, at a minimum of 60% of all facilities (jurisdictions with 150 or more total facilities, should visit 50% of all child cares) including 100% of licensed child care centers. If a facility is not 100% compliant, reviewer will implement follow-up procedure. Facilities not assessed in the year previous, should be assessed in this contract year. Completed reviews are to be submitted to DPHHS within 10 working days of completion via the online child care reporting system.
- 4) Review incoming School Immunization Status Surveys submitted in accordance with ARM 37.114.720 and assess for any inconsistencies or obvious data entry errors. Work with the Montana Immunization Program and/or schools to resolve data issues, as appropriate.
- 5) Collaborate with your local Women, Infants and Children Program (WIC) throughout the contract period to ensure WIC clients are up to date with Advisory Committee on Immunization Practices (ACIP) recommended vaccinations. ' .

Suggested activities may include, but are not limited to:

- a) Checking the immunization status of children prior to the WIC visit;
- b) Providing immunization services and/or recall/reminder notices for the parents.

Report quarterly, on the WIC Collaboration Form (Attachment B), describing how your county collaborates with the WIC program in your area during first quarter or if it changes throughout the year. Each quarter please provide us with the total number of WIC clients assessed, total number of records reviewed, how many were up-to-date, how many were not up-to-date, how many of those you immunized with that quarter, total of records not available, and any highlights that your county is doing currently.

- 6) Select at least one quality improvement project from the list of strategies that is specific to your clinic to increase child and/or adolescent immunization coverage rates based on data provided by the Montana Immunization Program. The strategy selected should be something new or an enhancement of an existing strategy. After selecting a strategy, develop a plan to implement the strategy.

Strategies include:

- a) Schedule the next visit before the patient leaves the office;
 - a. Examples: Provide appointment cards before the patients leave the office. If your health department is a walk-in only clinic, provide information on when the next appointment should be relative to when you are open.
- b) Leverage IIS functionality to improve immunization practice;
 - a. Examples: Use the imMTrax Coverage Rate Report to monitor vaccination coverage and develop strategies to maintain or improve coverage rates. Use the imMTrax Reminder/Recall functionality to remind and recall patients.
- c) Give a strong vaccine recommendation;
 - a. Example: Give a strong HPV vaccine recommendation in conjunction with Tdap, meningococcal, and influenza vaccines.
- d) Custom quality improvement activity, developed by the county, to improve child and/or adolescent immunizations for their patients.

Report quarterly, on the Quality Improvement Form (Attachment C), what quality improvement project has been selected from the list of strategies; summarize the strategy's current status: summarize existing gaps/limitations and opportunities for improvement; describe action items/develop a plan for the QI strategy.

- 7) Develop partnerships in your jurisdiction through education and outreach to clinics and the public.

Examples may include, but are not limited to:

- a) Offer the education program created and provided by the Montana Immunization Program;
- b) Offer vaccines at non-routine immunization clinics such as clinics at schools or sports physicals;
- c) Collaborate with private clinics, other public health programs, community-based organizations, and other stakeholders to promote immunizations in your jurisdiction;
 - a. Collaborate with cancer prevention partners to promote HPV vaccination;

- b. Collaborate with other immunization clinics in your jurisdiction to provide immunization education materials for pregnant women and their infants.
- d) Partner in your community to offer incentives within your jurisdiction.

Report quarterly, on the Promote Partnerships and Vaccination Services Form (Attachment D) what activities were implemented and include information on how many people attended trainings, meetings, and/or how many were vaccinated.

- 8) Collaborate with local Public Health Emergency Preparedness (PHEP) program personnel, as appropriate, to improve and maintain community preparedness for influenza and other vaccine preventable disease pandemic responses by:
 - a) Collaborating with PHEP partners to assist in the completion of immunization specific deliverables as described in the PHEP contract.
 - i. IZ1 - Report the number of off-site influenza clinics conducted and doses of influenza administered. Due quarterly.
 - ii. IZ2 - Provide a list of influenza vaccine partner meetings, planning meetings, or influenza messaging activities. If promotional materials were used, indicate types used. Due quarterly.
 - iii. IZ3- Complete the *Checklist for Best Practices for Vaccination Clinics Held at Satellite, Temporary, or Off-Site Locations* for one off-site influenza clinic. Due quarter two.
 - iv. IZ4- Collect and report vaccination population groups during one off-site influenza clinic. Due quarter two.
 - b) Maintain a list of all complementary immunization providers (pharmacies).

Report Quarter Four, on the Complementary Immunization Providers (Attachment E).

- 9) Upload all Immunization Action Plan (IAP) attachments to the correct folder in the *IAP Quarterly Deliverables Library* through a web application made available by DPHHS within 15 days after the end of each quarter.

B. The Department agrees to:

- 1) Provide allocation of funds based upon the required activities.
- 2) Provide Contractor training, technical assistance, and help desk support for imMTrax.

- 3) Provide to the Contractor, via website and/or secure means:
 - a) Lists of childcare facilities;
 - b) Childcare review form worksheet;
 - c) List of WIC clinic;
 - d) List of VFC clinics;
 - e) Reports regarding the immunization status of children in your county and/or seen at your clinic;
 - f) Educational Presentation.
- 4) On a quarterly basis, reimburse the Contractor for expenditures up to the limit of this Task Order for immunization activities described above, once activities have been submitted by the contractor and reviewed by DPHHS.
- 5) Provide guidelines, templates, formats and requirement criteria for each activity required. Forms and templates will be available through a web application provided by DPHHS.
- 6) Provide training and technical assistance on immunization practices through a variety of training resources.
- 7) Communicate regularly with the Contractor through monthly conference calls, telephone, e-mail and fax as necessary to enable the Contractor to complete Task Order requirements.
- 8) To the extent resources and time allow, provide on-site technical assistance concerning immunization services.

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

Performance of the above tasks will begin July 1st, 2020, and the services provided pursuant to SECTION 2 must be continued through June 30th, 2021.

SECTION 4: COMPENSATION

- A. The maximum total amount payable as consideration for services performed under this task order is \$33,113.00 for services provided pursuant to SECTION 2. This total includes funding from the "Montana Underinsured Adolescent Immunization Initiative" to implement innovative projects in reaching underinsured adolescents. The adolescent funding can be renewed based upon funding availability and Contractor's successful implementation of activities.
- B. Quarterly payments, for 25% of the total contract award, will be made upon receipt of completed progress reports indicating completion of all activities listed in SECTION 2.
- C. Progress Reports (IAP attachments A, B, C, D, and E) will be due within 15 days of the end of each quarter. Payment will be issued upon review and approval of progress reports.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. The source of the funding for this task order is a federal grant CFDA # 93.268 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and State Special Revenue.
- B. The Contractor agrees to refrain from using funds received from the Department pursuant to this task order to purchase vaccine or equipment or for construction, fund raising, or lobbying.
- C. The Contractor agrees to refrain from using the funds received from the Department under this task order to supplant local resources or funds being spent for immunization services, including personnel support.
- D. The Contractor agrees to submit to the Department a quarterly progress report describing the activities required above no later than 15 days after the end of the quarter for which funding under this Task Order is available. Each report must cover the activities conducted during the specified three-month period. The forms for the IAP Quarterly Progress Report 2020-2021 were supplied in the IAP contract packet.
- E. The Contractor will ensure that any program income accruing to the Contractor from activities funded, in whole or in part, under this agreement is used in accordance with the requirements of 45 CFR Section 74.24.

SECTION 6: LIAISONS AND SERVICE OF NOTICES

The following persons serve as the primary contacts between the parties regarding the performance of the task order.

- A. Bekki Wehner, Immunization Program Supervisor, at bwehner@mt.gov or (406) 444-0065, will be liaison for the Department.
- B. Lenore Harris, will be liaison for the Contractor.
- C. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this task order.

SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this contract. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified below:

Jim Murphy, jmurphy@mt.gov, (406) 444-4016 is the Bureau Chief for the Department. The department bureau chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained then the Contractor may request a review and determination to be made by the division administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor

may also request an in-person meeting with the administrator to present its reasons or position on the disagreement. If the division administrator cannot resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the Contractor in writing.

SECTION 8: SCOPE OF TASK ORDER

This task order consists of 8 numbered pages, Clinic Information Worksheet, expressly referenced as Attachment A; WIC Collaboration Form, expressly referenced as Attachment B; Quality Improvement Form, expressly referenced as Attachment C; Promote Partnerships and Vaccination Services Form, expressly referenced as Attachment D; and Complementary Immunization Providers Administering Influenza Vaccine Form, expressly referenced as Attachment E. This is the entire Contract between the parties.

IN WITNESS THEREOF, the parties through their authorized agents have executed this task order on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____
Todd Harwell, Administrator
Public Health & Safety Division
PO Box 202951, Helena, MT 59620
406-444-4141

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY MONTANA

By: _____ Date _____
Joe Briggs, Chairman

By: _____ Date: _____
James L. Larson, Commissioner

By: _____ Date: _____
Jane Weber, Commissioner

ATTEST

On this ____ day of ____, 2019, I hereby attest the above-written signatures of Joe Briggs, and James Larson, and Jane Weber Cascade County Commissioners.

Rina Fontana Moore, Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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



WIC Collaboration Attachment B

IAP Contract Language Section 2.A.5: Collaborate with your local Women, Infants and Children Program (WIC) throughout the contract period to ensure WIC clients are up to date with Advisory Committee on Immunization Practices (ACIP) recommended vaccinations. Suggested activities may include, but are not limited to: Checking the immunization status of children prior to the WIC visit; providing immunization services and/or recall/reminder notices for the parents.

County Name:

Provide a narrative describing how your county collaborates with the WIC program in your area during first quarter or if it changes throughout the year. Each quarter please provide us with the total of WIC patients assessed, total number of records reviewed, how many were up-to-date, how many were not up-to-date, how many of those you immunized with that quarter, how many records not available, and any highlights that your county is doing currently.

My County Does Not Provide WIC Services and this is provided by _____.

Quarter 1					
# of WIC patients assessed	# of Records Reviewed	# Up-to-Date	# NOT up-to-date	# Immunized in the Qtr.	# of Records not available
1	2				3
Quarter 2					
# of WIC patients assessed	# of Records Reviewed	# Up-to-Date	# NOT up-to-date	# Immunized in the Qtr.	# of Records not available
1	2				3

Quarter 3

# of WIC patients assessed	# of Records Reviewed	# Up-to-Date	# NOT up-to-date	# Immunized in the Qtr.	# of Records not available
1	2				3

Quarter 4

# of WIC patients assessed	# of Records Reviewed	# Up-to-Date	# NOT up-to-date	# Immunized in the Qtr.	# of Records not available
1	2				3



Quality Improvement Form Attachment C

IAP Contract Language Section 2.A.6: Select at least one quality improvement project from the list of strategies that is specific to your clinic to increase child and/or adolescent immunization coverage rates based on data provided by the Montana Immunization Program. The strategy selected should be something new or an enhancement of an existing strategy. After selecting a strategy, develop a plan to implement the strategy. Strategies include: Schedule the next visit before the patient leaves the office; Examples: Provide appointment cards before the patients leave the office. If your health department is a walk-in only clinic, provide information on when the next appointment should be relative to when you are open. Leverage IIS functionality to improve immunization practice; Examples: Use the imMTrax Coverage Rate Report to monitor vaccination coverage and develop strategies to maintain or improve coverage rates. Use the imMTrax Reminder/Recall functionality to remind and recall patients. Give a strong HPV vaccine recommendation; Example: Give a strong HPV vaccine recommendation in conjunction with Tdap, meningococcal, and influenza vaccines. Custom quality improvement activity, developed by the county, to improve child and/or adolescent immunizations for their patients.

County Name:

Report quarterly, on the Quality Improvement Form (Attachment C), what quality improvement project has been selected from the list of strategies; summarize the strategy's current status; summarize existing gaps/limitations and opportunities for improvement; describe action items/develop a plan for the QI strategy.

QI Strategy	
Summarize this strategy's current implementation status	
Summarize existing gaps/limitations and opportunities for improvement in the current implementation of this strategy	
Describe action items for this strategy/develop a plan (i.e., implementation/improvement steps) Short bullets recommended. <ul style="list-style-type: none"> • Brief description of task [assigned staff: target date] 	



Promote Partnerships and Vaccination Services

Attachment D

IAP Contract Language Section 2.A.7: Develop partnerships in your jurisdiction through education and outreach to clinics and the public. Examples may include, but are not limited to: Offer the education program created and provided by the Montana Immunization Program; Offer vaccines at non-routine immunization clinics such as clinics at schools or sports physicals; Collaborate with private clinics, other public health programs, community-based organizations, and other stakeholders to promote immunizations in your jurisdiction; Collaborate with cancer prevention partners to promote HPV vaccination; Collaborate with other immunization clinics in your jurisdiction to provide immunization education materials for pregnant women and their infants. Partner in your community to offer incentives within your jurisdiction.

County Name:

Report quarterly, on the Promote Partnerships and Vaccination Services Form (Attachment D) what activities were implemented and include information on how many people attended trainings, meetings, and/or how many were vaccinated.

Quarter 1

Quarter 2

Quarter 3

Quarter 4

April 28, 2020

Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Award of Franklin Avenue Overlay Project

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract 20-44

PRESENTED BY: Les Payne, Public Works Interim Director

BACKGROUND:

Cascade County Public Works Department hired Big Sky Civil & Environmental, Inc. to perform engineering services related to the planning, design, and construction supervision of the reconstruction of Franklin Avenue Overlay. This project consists of: A 0.2' thick plant mix overlay of approximately 0.5 miles, and other miscellaneous work. Construction bid packet availability was published in the Great Falls Tribune on March 29, and April 5, 2020. Hard copies were available at the office of Big Sky Civil & Environmental, Inc. located at 1324 13th Ave SW, Great Falls MT 59403. Sealed bids were due on Friday 10, 2020 at 1:00 pm in the Cascade County Commissioners office. Bids were then publicly read aloud. There was only one bid received, and this was from United Materials of Great Falls, MT, for \$158,219.00.

RECOMMENDATION:

Bik Sky Civil and Cascade County staff, after reviewing the bid package from United Materials, of Great Falls, recommends that the board of County Commissioners award the contract to United Materials of Great Falls, MT. for the Franklin Avenue overlay project, for the total cost to the county of \$158,219.00

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 20-44, proposal from United Materials, for the overlay of Franklin Avenue, for a total cost to the county of \$158,219.00, and instruct staff to complete the contracting process"

MOTION TO DISAPPROVE:

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 20-44, proposal from United Materials, for the overlay of Franklin Avenue, for a total cost to the county of \$158,219.00"



April 14, 2020

Mr. Leslie Payne, Interim PWD
Cascade County
279 Vaughn S. Frontage Road
Great Falls MT 59404

RE: Award Recommendation – Franklin Avenue Overlay Project

Dear Mr. Payne,

Big Sky Civil & Environmental (BSCE) reviewed and considered the bid package for the aforementioned project. We tabulated the bid and verified unit bid items and total costs. There were no mathematical errors, meaning the bid total as read aloud during the 4/10/20 public bid opening were accurate.

The lone bidder submitted their bid in accordance with the Project Manual requirements. United Materials of Great Falls, Inc. submitted the lowest bid at \$158,219.00 for the Schedule I work.

BSCE contacted Montana's Department of Labor & Industry and found that, at the time of bidding, both bidders are properly registered and neither of the bidders are included on the debarred list of the Federal Excluded Parties List.

BSCE hereby recommends that award be made to United Materials of Great Falls, Inc. for the project. BSCE will prepare a Notice of Award for the County's signature following your review and concurrence. We will then formally issue the Award and the unsigned Agreement, together with a request that the Contractor sign the Agreement and obtain the required certificates of insurance, Payment Bond, and Performance Bond.

Attached hereto are the Certified Bid Tabulations and completed Bid Recorder's Sheet.

If you have any questions, please feel free to call us at (406) 727-2185.

Respectfully,

Kevin May, P.E.
Big Sky Civil & Environmental, Inc.

encl.

20L - Franklin Avenue Overlay Project

Engineer's Certification:

Date: 4/10/20

Item No.	Item	Est. Quantity	Unit	Engineer Estimate		United Materials of GF	
				Unit Price	Total	Unit Price	Total
101	Mobilization	1	LS	\$ 13,177.94	\$ 13,177.94	\$ 17,000.00	\$ 17,000.00
102	Traffic Control	1	LS	\$ 13,177.94	\$ 13,177.94	\$ 11,700.00	\$ 11,700.00
103	Shoulder Preparation	1.04	Ton	\$ 1,550.00	\$ 1,612.00	\$ 1,400.00	\$ 1,456.00
104	Sweep & Broom	1.04	Gal	\$ 2,000.00	\$ 2,080.00	\$ 2,500.00	\$ 2,600.00
105	Cold Milling	360	Ea	\$ 29.00	\$ 10,440.00	\$ 22.00	\$ 7,920.00
106	AC Surfacing	874	Ton	\$ 69.00	\$ 60,306.00	\$ 82.00	\$ 71,668.00
107	Emulsified Asphalt Tack	348	Ea	\$ 3.50	\$ 1,218.00	\$ 4.00	\$ 1,392.00
108	Pavement Markings	16		\$ 82.00	\$ 1,312.00	\$ 270.00	\$ 4,320.00
109	Digout (3" AC, 9" CBC)	25		\$ 39.50	\$ 987.50	\$ 130.00	\$ 3,250.00
110	Digout - Additional Depth	25		\$ 55.00	\$ 1,375.00	\$ 145.00	\$ 3,625.00
111	Shoulder Gravel	30		\$ 35.00	\$ 1,050.00	\$ 37.00	\$ 1,110.00
112	Skim Patch	130		\$ 255.00	\$ 33,150.00	\$ 112.00	\$ 14,560.00
113	Seal & Cover	6309	SY	\$ 2.10	\$ 13,248.90	\$ 2.00	\$ 12,618.00
114	Misc. Bid Items	5000	SY	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
Total					\$ 158,135.28		\$ 158,219.00

Bid Opening Checklist
Franklin Avenue Overlay Project
1:00 p.m., April 10, 2020

(1)	(2)	(3)	(4)	(5)	(6)	(7)	
CONTRACTOR NAME, ADDRESS AND REGISTRATION NUMBER ON COVER	Bound Contract Document in Bid Package (Y/N)	10% Bid Bond enclosed (Y/N)	Aff. of non- collusion signed (Y/N)	Cert of non- segregated facilities signed (Y/N)	Acknowledge receipt of all addenda on bid form and/or envelope (Y/N) (Add 1 & 2)	Bid Amount	
UNITED MATERIALS P.O. Box 1690, GREAT FALLS, MT 59403	N/A	Y	Y	Y	N/A	158,219	
	N/A						
	N/A						
	N/A						
	N/A						
	N/A						
	N/A						
Estimate	N/A	N/A	N/A	N/A	N/A	\$158,135	

SECTION 00500**AGREEMENT**

This Agreement is dated the _____ day of _____ in the year 2020 by and between the **Cascade County Board of Commissioners** hereinafter called OWNER and _____, hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK:

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as a **preventative maintenance plant mix overlay with seal and cover of Franklin Avenue**. The location(s) where the Work is to be performed are hereinafter referred to as "the Site". The Work includes all associated traffic control, mobilization, plant mix surfacing, and other incidental work thereto as further described on the construction drawings.

Article 2. THE PROJECT:

2.01 The Project for which Work under these Contract Documents shall be performed is described as **preventative maintenance plant mix overlay with seal and cover and other misc. work items on Franklin Avenue**.

Article 3. ENGINEER:

3.01 The Project has been designed by Big Sky Civil & Environmental, Inc., 1324 13th Avenue SW, P.O. Box 3625, Great Falls, MT 59403, hereinafter referenced as the ENGINEER and who is to assume duties and responsibilities and have rights and authority assigned to ENGINEER in the Contract Documents for the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME:

4.01 Time of the Essence.

A. All the limits for milestones, if any, Substantial Completion, completion and readiness for final payment, as stated in the Contract Documents, are of essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. The Work associated with Schedule I will be substantially completed within **30 calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6th Edition/Article 9.01A6 herein).

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** of this Agreement; and if the Work is not substantially complete within the times specified in

paragraph 4.02 above, plus any extensions thereof allowed by OWNER, OWNER shall suffer loss. The parties also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred Dollars (\$400.00)** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6th Edition/Article 9.01A6 herein).

Article 6. PAYMENT PROCEDURES:

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment on a periodic basis. The date by which Application for Payment is to be submitted will be defined at the Preconstruction Conference. Applications for Payment will be reviewed and approved by ENGINEER before payment is issued. ENGINEER will review Application for Payment and submit comments and/or recommendations to OWNER within 10 working days after Application for Payment is received by ENGINEER.

6.02 Progress Payments; Retainage:

A. OWNER will make progress payments in accordance with the Contract Price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of the quantity of each bid item completed multiplied times the Unit Bid Price shown on the Bid Form for that item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine reasonable.

a. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered to the Site, suitably stored and accompanied by documentation satisfactory to OWNER).

2. Upon Substantial Completion and at the OWNER's discretion, the amount of retainage may be further reduced if requested by the CONTRACTOR.

6.03 Final Payment: Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

Article 7. INTEREST:

7.01 All moneys not paid when due will bear interest at the rate allowed by law in the state of Montana.

Article 8. CONTRACTOR'S REPRESENTATIONS:

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, (including all Addenda and all other related data identified in the Bidding Documents).

B. CONTRACTOR has visited the Site and has become familiar with and satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS:

9.01 Contents

A. The Contract Documents consist of the entire contents of the Project Manual and the Project Drawings, and include the following:

1. This Agreement (pages 1 to 8);
2. Bid Bond
3. Payment & Performance Bonds
4. Certificate(s) of Insurance
5. Invitation to Bid
6. Instructions to Bidders
7. Special Provisions
8. Prevailing Wage Rates
9. Specifications as listed in the table of contents of the Project Manual (which include, by reference, Montana Public Works Standard Specifications and Standard Drawings);
10. Drawings, consisting of sheets numbered 1 through 5 with each sheet bearing the Project title: **Cascade County – Franklin Avenue Overlay Project.**
11. Addenda (numbers __ to __, inclusive);
12. Exhibits to this Agreement, as applicable:
 - a. CONTRACTOR's Executed Bid Proposal;
 - b. Documentation submitted by Contactor prior to Notice of Award (pages __ to __);
 - c. Notice of Award (page 1);
 - d. Notice to Proceed (page 1);
 - e. Certificate of Substantial Completion (page 1);
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A. are attached to the Agreement (except as expressly noted otherwise). There are no Contract Documents other than listed in Article 9.

Article 10. DISPUTE RESOLUTION

The Parties agree that all disputes relating to or arising from (a) the construction of the Project OR (b) the negotiation, interpretation or enforcement of any term of this Agreement shall be determined between them as follows and further agree that the Parties shall at all times bear their own costs and attorney fees:

- A. The disputes shall first be submitted to non-binding mediation before a neutral mediator selected pursuant to the provisions set forth in paragraph B(i) below.
- B. If the mediation conducted pursuant to paragraph A above does not resolve all such disputes between the parties, the unresolved disputes shall be submitted to final, binding arbitration conducted pursuant to the Montana Uniform Arbitration Act [M.C.A. §27-5-111 *et seq.*]. Any party may institute an arbitration proceeding pursuant to this Agreement by serving on all other Parties a written demand for arbitration, served at their addresses set forth in this Agreement. Each other party shall respond to the demand for arbitration in writing 20 days after the demand is deemed served, with the response to be served to the same addresses. If either party fails to timely respond to the demand for arbitration within the 20-day period, then that party shall be deemed to have consented to final, binding arbitration pursuant to this Agreement. With respect to any such arbitration proceedings, the following procedures shall control and shall supersede any contrary provisions of the Montana Uniform Arbitration Act:
 - (i) Within 40 days after the initial demand for arbitration is served, each party shall submit to each other party the names and addresses of three proposed arbitrators, who may but need not reside in Montana. The proposed arbitrator receiving the largest number of designations shall be the arbitrator selected to arbitrate the dispute. If an arbitrator is not selected pursuant to the provisions of the immediately preceding sentence, then the Montana District Court located in Cascade County shall select an arbitrator from the list of arbitrators proposed by all parties. Any litigation related to the arbitration proceeding may only be venued in said court.
 - (ii) The Montana Rules of Civil Procedure and Montana Rules of Evidence shall govern the arbitration proceedings, except as follows:
 - (a) Discovery shall be limited to (i) no more than 25 written interrogatories (including subparts), (ii) no more than 25 requests for production (including subparts), and (iii) no more than 10 hours of depositions [total for all witnesses] conducted by each party.
 - (b) The arbitrator shall issue a written decision which summarizes the facts and law upon which his/her decision is based, as required

when a District Court rules upon a motion for summary judgment which is appealable as set forth in Rule 52(a), M.R.Civ.P. Formal findings of fact and conclusions of law, as required after contested nonjury trials, shall not be required.

(iii) Any decision of the arbitrator may only be appealed on the grounds authorized by the Montana Uniform Arbitration Act, and the decisions interpreting that Act.

(iv) Except as provided above, all provisions of the Montana Uniform Arbitration Act shall govern any arbitration conducted pursuant to this Agreement.

Article 11. MISCELLANEOUS:

11.1 Terms.

A. Terms used in this Agreement which are defined in the Special Provisions will have the meanings indicated in the Special Provisions.

11.2 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.4 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed two (2) copies of the Agreement, one (1) counterpart has been delivered to OWNER, one (1) to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the effective date of the Agreement).

STATE OF MONTANA)
 :ss
County of _____)

This instrument was signed or acknowledged before me on this ___ day of ___, 20__, by _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(print name)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

(NOTARIAL SEAL)

CONTRACTOR:

By _____
(Signature)

CONTRACTOR Registration No. _____

Agent for service of process:

(CORPORATE SEAL)

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James Larson, Chair

Joe Briggs, Commissioner

Jane Weber, Commissioner

ATTEST

On this ____ day of _____, 20__, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore,
Cascade County Clerk and Recorder

END OF SECTION 00500

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 20-48: WIPFLI, LLP Audit Services**
FY 2020, FY2021, FY2022

PRESENTED BY: **Diane Brien, Accounting Manager**

SYNOPSIS:

The Cascade County Commission approved Contract 20-35: WIPFLI, LLP proposal for audit services for FY2020, FY2021, FY2022 on April 14, 2020.

Contract 20-48: WIPFLI, LLP Standard Audit Services is the finalized contract for the professional services that will be provided to Cascade County.

The fees for the project are as follows:

- Total All-Inclusive Maximum Price for FY2020 Audit \$53,450
- Total All-Inclusive Maximum Price for FY2021 Audit \$53,450
- Total All-Inclusive Maximum Price for FY2022 Audit \$53,450

Process Overview

On February 7, 2020, a Request for Proposals (RFP) was e-mailed to various accounting firms seeking bids for conducting the Annual Audit for Cascade County. The deadline for receipt of proposals was 5:00 p.m. on March 6, 2020.

The County received two qualified responses to the RFP: 1. WIPFLI 2. JCCS
The selection committee consisted of: Diane Brien, Accounting Manager, Rina Moore, Clerk & Recorder
Joe Briggs, Commissioner, Matthew Pfeninger, Revenue Account Manager

The committee ranked WIPFLI Associates the highest scoring proposal overall.
The points averaged as follows: (WIPFLI: 371 points) (JCCS: 316 points)

RECOMMENDATION:

Approval of Contract 20-48 WIPFLI, LLP Standard Audit Services.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

“Mr. Chairman, I move that the Cascade County Commission **APPROVE** Contract 20-48 WIPFLI, LLP Standard Audit Services with Cascade County for FY 2020, 2021 & 2022 audits.

MOTION TO DISAPPROVE:

“Mr. Chairman, I move that the Cascade County Commission **DISAPPROVE** Contract 20-48: WIPFLI, LLP Standard Audit Services with Cascade County for FY 2020, 2021 & 2022 audits.

STANDARD AUDIT CONTRACT

20-48

This Contract is made this 15th day of April, 2020, by and among

Wipfli LLP

Certified Public Accountant
("Contractor"),

Cascade County

Governmental Entity
("Entity"),

and the **Montana Department of Administration, Local Government Services**, ("State"), acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.
2. **Audit Period and Payment:** This contract covers the following audit period(s):
July 1, 2019 to June 30, 2022.
 - A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:
 - \$ 53,450 for initial (or sole) audit covering 07 / 01 / 19 to 06 / 30 / 20.
 - \$ 53,450 for subsequent audit covering 07 / 01 / 20 to 06 / 30 / 21.
 - \$ 53,450 for subsequent audit covering 07 / 01 / 21 to 06 / 30 / 22.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.

- B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.
- C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period.
4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards
- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:
 - (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
 - (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
 - (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
 - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative*

Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). If these federal regulations are amended, the amended regulations will prevail.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity’s applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State’s Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
 - (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring “Student Count for ANB” reports; and
 - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity’s Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
 - E. making all financial records and related information available to the Contractor;
 - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
 - B. If the Entity’s accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor’s reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
 - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor’s Report.
11. **Auditor’s Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
 - D. a report on any supplementary or other information presented in the audit report. This report must be given in an “other matters” paragraph(s) of the auditor’s report on the financial statements (11.A. above), and shall identify, if applicable:
 - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
 - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, “in relation to” the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
 - a) schedule of school district “Student Count for ANB” required in paragraph 13.A.;
 - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;

- c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph 12.A.; and
 - d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.
 - (3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.
 - (4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.
 - E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
 - F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.
12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:
- A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.
 - B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
 - C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.
 - D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.
 - E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.
13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:
- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year

or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring "Student Count for ANB" reports and as documented by the school district's enrollment records; and

- B. a detailed schedule of extracurricular fund financial activities.
14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
 15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
 16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
 17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
 - A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
 - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
 - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
 - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
 - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
 - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.

- G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.
18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum

of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Insurance - Professional Liability: The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**

- A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.
- B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

Wipfli LLP
Firm Name

By: _____
Authorized Representative

Date: 4/15/2020

Governmental Entity

Cascade County
Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

4. Date Annual Financial Report or a trial balance will be available: October 31, 2020
5. Number of copies of audit report Contractor will provide to Entity: Electronic copy only
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Wipfli LLP
 Firm Name

By: _____
 Authorized Representative

Date: 4/15/2020

Governmental Entity

Cascade County
 Entity Name

By: _____
 Authorize Representative

Date: _____

**Montana Department of Administration,
 Local Government Services**

By: _____
 Approved By

Date: _____

-
4. Date Annual Financial Report or a trial balance will be available: October 31, 2021
 5. Number of copies of audit report Contractor will provide to Entity: Electronic copy only
 6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

 7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Wipfli LLP
Firm Name

By: _____
Authorized Representative

Date: 4/15/2020

Governmental Entity

Cascade County
Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): Cascade County

406-454-6810
Telephone:

Address: 325 2nd Avenue North
(Street Address or P.O. Box)

Great Falls, MT 59401
(City/Town) (Zip Code)

James L. Larson – commission@cascadecountymt.gov
Contact Person(s) and E-Mail Address(es)

**PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :**

Wipfli LLP

406-727-1798
Telephone:

Address: 614 Park Drive South
(Street Address or P.O. Box)

Great Falls, MT 59405
(City/Town) (Zip Code)

Clayton Johnson – clayton.johnson@wipfli.com
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending
June 30, 2022 (and).
(Month & Day) (Year) (Year)

B. Date to commence audit work: November 2022

C. Date to submit final audit report
to Entity and State: March 31, 2023

2. Time and Price for Engagement:

A. Estimated total hours - 415

B. Price for audit personnel \$ 53,450

Price for Travel _____

Price for typing, clerical _____

and report preparation _____

Total price for this _____

engagement \$ 53,450

3. The reporting entity contains the following discretely presented component units: N/A

-
4. Date Annual Financial Report or a trial balance will be available: October 31, 2022
 5. Number of copies of audit report Contractor will provide to Entity: Electronic copy only
 6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

 7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Wipfli LLP
Firm Name

By: _____
Authorized Representative

Date: 4/15/2020

Governmental Entity

Cascade County
Entity Name

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

Contract 20-48
WIPFLI, LLP
Audit Services
FY 2020, 2021, 2022

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 28th day of April, 2020.

Attest

On this 28th day of April, 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, 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.**

April 28, 2020

Agenda #3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Willo Products Company Inc.
K-Pod Locks Sales Contract

INITIATED & PRESENTED BY: Undersheriff Cory Reeves
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract 20-49

BACKGROUND:

The Cascade County Sheriff's Office would like to accept the quote from Willo Products Company Inc to replace the existing twelve K-Pod cell door locks with the Willo Wedge.

TERM: 60 Day Quote expires June 19, 2020

AMOUNT: \$49,830.00 (Contingency funds)

RECOMMENDATION: Approval of Contract 20-49.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-49, Willo Products Company Inc. K-Pod Locks Sales Contract with the Cascade County Sheriff's Office.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-49, Willo Products Company Inc. K-Pod Locks Sales Contract with the Cascade County Sheriff's Office.



April 20, 2020

Cascade County Sheriff's Office
Attn: Undersheriff Cory Reeves
3800 Ulm North Frontage Road
Great Falls, MT 59404

Ref: 12 Willo Wedges

Mr. Reeves,

Willo Products is pleased to offer a quote to replace your existing cell doors with the Willo Wedge.

We Include the following items:

1. Field Dimension trip to obtain field dimensions and wiring information.
2. Remove (12) existing locks and strikes. Weld cover plates to the door and frame where the existing locks and strikes have been removed.
3. Furnish & install (12) Willo Wedge Surface Mounted Lock Pockets with the following features:
 - Gripper
 - Audible/Visual Tamper Alarm
 - Double Offset
 - High intensity door status LED
 - Clean-out port
 - Integral door pull
 - RR Brink 5020 Max/Med Lock
 - Triple Biased magnetic Door Position Switch
 - Factory-supplied wiring harness
 - (5) mogul keys. More or less can be provided upon request.
 - Powder Coat finish.
4. Connect to the existing field wiring at the door.
5. Clean up and final adjustments.

All of the above for the sum of: \$49,830.00, no taxes included.

Clarifications:

1. Quote assumes existing field wiring and controls is in good working condition and is sufficient to support our locking device with all its features. If the controls have to be modified or new wire has to be pulled, additional pricing can be provided at that time and can be added to the contract.

Exclusions:

1. New Doors or Frames.
2. Glass & glazing, grout or grouting, caulking or sealants.
3. Modifications to your existing locking control system.
4. New control system.
5. Service or repair of your existing locking control system.
6. New or Replacement door control field wire.
7. Repair to existing door control field wire.
8. Finish Paint or painting(except for on the Lock Pocket).
9. Door hardware.
10. New hinges.
11. Sales Tax.
12. Bond.
13. Retainage.
14. Prevailing wages.
15. Liquidated Damages.
16. Any item not specifically listed in this scope letter.

Terms and Conditions:

We quote net 30 days, no retainage allowed. A current tax-exempt certificate must be furnished to our Accounting Department if the project is to be tax exempt. This price is good for 60 days from the date of this letter.

Lead Time:

Submittal lead time is 4 to 6 weeks from purchase order or notice to proceed. Lead time for beginning of onsite installation is 16 weeks from receipt of approved submittals.

Thank you for considering our quotation.

Sincerely,

WILLO PRODUCTS COMPANY, INC.

Jackson Ozier
VP of Sales
Office(256)353-7161 x277
Cell(256)466-2524

April 28, 2020

Agenda #4

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**Park/ Recreation easement on State Trust Land
on Government Lots 6 & 7 in Section 23,
Township 20 North Range 3 East on Fox Farm
Road**

PRESENTED BY:

Commission

SYNOPSIS:

Discussion on Cascade County sending a letter to the Department of Natural Resources and Conservation (DNRC) regarding Cascade County's willingness to obtain a park/recreation easement on State Trust Land on Government Lots 6 & 7 in Section 23, Township 20 North, Range 3 East on Fox Farm Road pending review.

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION
Central Land Office



STEVE BULLOCK, GOVERNOR

PHONE (406) 458-3500
FAX NUMBER (406) 458-3506

8001 NORTH MONTANA AVENUE
HELENA, MONTANA 59602

March 3, 2020

Cascade County Commissioners: Joe Briggs, James Larson, Jane Weber
Commission Office
325 2nd Avenue North, Room 111
Great Falls, Montana 59401
(406) 454-6810

RE: Meeting with Cascade County Commissioners – Great Falls – 2/21/2020
Fox Farm Parcel, DNRC, Trust Land

Dear Commissioners,

During the meeting with DNRC staff, Andy Burgoyne and Gary Zipperian, on February 21, 2020, the Commission asked for answers to several questions. These questions were regarding obtaining a park/recreation easement on State Trust Land on Gov. Lots 6 & 7 in Section 23, Township 20 North, Range 3 East on Fox Farm Road. Below, please see these questions in italics and underlined. The DNRC response follows each question in bold print.

1. *Has there ever been a Brownfield study or any environmental analysis done on the Fox Farm property regarding the presence of hazardous materials? Are there any identified liabilities?*
After preliminary review, the DNRC is unaware or does not know of a Brownfield Study related to the existence of hazardous materials on the Fox Farm parcel. However, a 2008 Draft Environmental Scan by Montana Department of Transportation regarding the South Arterial Study mentions no Toxic Release Inventory sites were identified in the vicinity of the project. It seems unlikely a hazard is present, but it is not for certain.
2. *Is there any legal liability assumed by the purchaser of an easement for environmental or other pre-existing hazards? Does the owner of the land retain that liability in perpetuity?*
**The county would be responsible for any environmental liability from the time they receive the easement (and control of the property) forward. However, the county would not be liable for pre-existing conditions or contamination that occurred prior to their acquiring the easement. Please review the likely language that would appear in the easement below:
"Grantee shall indemnify, defend, reimburse and hold the Grantor and Grantor's surface lessee harmless for any liability arising from its past, present, or future use of the above-described premises under any environmental, pollution, and health laws, rules, or regulations, including liability for release of hazardous wastes or hazardous or toxic substances or other pollution or environmental damage or condition under any state or federal law, rule, or amendment thereto.**

This duty shall extend to all claims, judgments, losses, penalties, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense (including attorney fees) of any claim, whether or not such claim is ultimately defeated, and any good faith settlement, including reasonable attorney fees and disbursements and consultant fees. It shall include the costs of preparation of remedial investigations and feasibility studies and reports, the cost of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring required by federal or state agency, and liability to any third person or governmental agency to indemnify it for those costs."

3. The Commissioners mentioned the easement paid for by MDT along Fox Farm Road for the road widening project. They are concerned Cascade County, or the proponent, would be required to pay for another easement on the same ground? Would the acreage included in the ROW easement be included or excluded in the open space easement?

The easement paid for by MDT extends 30 feet into the Fox Farm property. It would be logical not to overlap the boundaries of these two easements. This is dependent on what area the proponents apply to encumber with an easement. Ultimately, the department will decide if payment is necessary in the event the proposed easement overlaps an existing easement.

4. Commissioners want to know what type of easements the State could eventually stack upon the easement that Missouri River Open Lands is proposing? What easements would be prohibited?

Generally, only utility easements could be stacked on a park/recreation easement. Easements authorizing uses that conflict or interfere with the authorized use/purpose of the easement would not be granted.

5. The Cascade County Commission requested example easements similar in nature and additionally a DNRC easement application form. An Easement Application Form with Instructions and an additional two easement examples (February 25, 2020) including a maintenance agreement (February 26, 2020) were sent to Mrs. Bonnie Fogerty to forward on to the Commissioners.

If more questions come up or more clarification is needed, please contact me at 458-3517 or email me at JBurgoyne@mt.gov. Thank you for the opportunity to provide this information.

Sincerely,



Andy Burgoyne
Trust Land Program Manager, Central Land Office
8001 N. Montana Ave.
Helena, MT 59602

Fogerty, Bonnie

From: Burgoyne, Andy <JBurgoyne@mt.gov>
Sent: Wednesday, February 26, 2020 2:06 PM
To: Fogerty, Bonnie
Cc: Hoag, Jessica; Zipperian, Gary; Grimm, John
Subject: Triple Tree Maintenance Agreement
Attachments: 16455MA.pdf

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

Hi Bonnie,

Can you please forward this message on to the commissioners?

After more consultation with our Real Estate Management folks, I am passing on some more information regarding how a group and the county have worked together on a similar project, the Triple Tree Trail project. I already forwarded the easement to you.

Attached is the maintenance agreement between Gallatin County and Gallatin Valley Land Trust for maintenance of the trail in Bozeman. If the County were to obtain an easement for Fox Farm, DNRC would probably require a similar arrangement with a duly organized group (non-profit or homeowner's association that has ability to cover costs associated with maintenance i.e. The Missouri Open Lands Preservation Group). Note that the DNRC will likely require any such group to hold liability insurance as additional protection for the State.

We are still working on answering the questions the commissioners posed during the meeting. Again, expect those next week.

Thank you. Please let me know if you have questions.

Andy Burgoyne
CLO Trust Land Program Manager
(406) 458-3517

TRIPLE TREE TRAIL MAINTENANCE AGREEMENT

This TRIPLE TREE TRAIL MAINTENANCE AGREEMENT (“Agreement”) is made on this 30 day of September, ²⁰¹⁴ by and between GALLATIN VALLEY LAND TRUST (“GVLТ”), a Montana non-profit corporation, with a mailing address of P.O. Box 7021, Bozeman, Montana 59771 and GALLATIN COUNTY, MONTANA, a political subdivision of the State of Montana, 311 W. Main Street, Bozeman, MT 59715 (“County”).

Recitals

A. On Sept. 30, 2014, the State of Montana, acting by and through the Department of Natural Resources and Conservation, conveyed to the County a trail easement for public, non-motorized recreational use on and across State lands located in the NW1/4SW1/4, SW1/4SW of Section 4, T3S, R6E, MPM, Gallatin County, which trail easement was recorded as Doc. No. 2515186, records of Gallatin County, Montana (hereafter, the “Trail Easement”).

B. The Trail Easement complements and helps complete segments of an existing trail popularly known as the Triple Tree Trail, which is part of the County’s broader network of trails, and GVLТ has been and remains an important partner in helping the County to acquire, manage and maintain its County-wide network of trails.

C. The Trail Easement requires the County to develop and to submit for the State’s approval a trail maintenance plan, which shall be reviewed annually by the State and adjusted as necessary to ensure the goals and purposes of the Trail Easement are met.

D. The County and GVLТ now wish to enter into this trail maintenance agreement under which GVLТ agrees to undertake certain prescribed tasks associated with maintaining the trail and managing public use of the Triple Tree Trail as it cross State land, all in accordance with the terms and conditions of the Trail Easement, including but not limited to the requirements for an annual maintenance plan.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the County and GVLТ agree as follows:

1. **Term.** The term of this Agreement shall be for one (1) year from the date stated above, and shall be automatically renewed for nine (9) consecutive 1-year terms. After the tenth year of this Agreement, provided it has been renewed annually, the Agreement shall be terminated unless the parties hereto expressly renegotiate and renew the Agreement in writing. Nothing herein shall prevent the parties from terminating the Agreement by notifying the other party, in writing, that it does not agree to the automatic renewal of the Agreement upon the expiration of a 1-year renewal term. A copy of this Agreement shall be provided to the State of Montana.
2. **Maintenance and Repair:** Subject to the State of Montana’s approval under the terms of the Trail Easement, GVLТ and the County agree to the following goals and responsibilities with respect to annual maintenance of the Triple Tree Trail as it crosses the Trail Easement:

- a. **Goals.** The parties mutually agree that primary goals of Triple Tree Trail Maintenance shall be to:
 1. Assure public safety, including as related to dead standing timber, wildfire danger, and trail user conflicts.
 2. Minimize and mitigate impacts to wildlife.
 3. Minimize and mitigate impacts from public use to neighboring properties.
 4. Maintain trail condition for long-term sustainability.

- b. **Spring Inspection & Maintenance Plan.** By June 15 of each year, GVLT will inventory the trail condition in order to assess changes that may be necessary to the prior year's annual maintenance plan. At a minimum, the inventory will identify the following within the 12-foot trail corridor:
 1. Trail clearing needs (brushing/pruning/cutting).
 2. Erosion or drainage issues.
 3. Noxious weed infestations.
 4. Location of unauthorized side trails.
 5. Signage needs.

GVLT will compile the results of the inventory into recommendations for an annual Maintenance Plan, which will be forwarded to Gallatin County and MT DNRC no later than June 30. The Maintenance Plan shall be in a format substantially similar to Exhibit A, attached hereto and incorporated herein by this reference, which is the approved Maintenance Plan for 2014. Throughout the summer months, GVLT staff and/or GVLT-led volunteer crews will complete the necessary work identified in the Maintenance Plan, as well as clean up any garbage or other nuisance issues that may arise. Maintenance needs that constitute immediate safety concerns will have the highest priority and be addressed as soon as practicable.

- c. **Maintenance Activities.** Each of the activities addressed in the annual Maintenance Plan shall be carried out according to the following specifications:
 1. **Trail clearing.** Any dead hazard trees will be removed within the falling zone of the trail if they are determined to be a safety hazard. Stump height will be 6 inches. All logs will be cut and all brush trimmed to at least 4 feet from centerline of trail. Branches will be cut flush to trunk at least 10 feet above ground and at least 4 feet from centerline of trail.
 2. **Erosion/Drainage Issues.** If drainage or erosion issues arise, GVLT will repair the trail using current best practices. As needed, GVLT staff will work with partners, contractors and volunteers to take care of problems in a timely manner. If heavy machinery is being used for trail repairs, GVLT will close that portion of the trail affected and will publicize the closure and post signs at all trail entries.
 3. **Specifications.** All repairs shall comply with the following trail specifications:
 - Grade: 5% - 10% (max 12% on turns).
 - Outslope: 5% on all sections.

- Trailbed width: 30 inches with side slopes up to 45%, 36 inches with side slopes greater than 45%.
 - Grade Reversals: every 150 feet on 5-8% grade, every 100 feet on 9% grade or greater.
 - Turns: sloped climbing turns with 6-8 foot radius, maximum grade of 12% grade. Grade reversals above and below every turn.
4. **Noxious weed control.** Noxious weed infestations will be monitored and controlled using integrated techniques and best management practices. Depending on the size and type of infestation, these actions include hand pulling, mechanical removal, and/or herbicide application. A certified chemical applicator would be employed for any spraying that is done on State Land and permission from State Land Managers will be acquired prior to application. If trail closure is necessary during herbicide application, GVLT will publicize the closure and post signs at all trail entries.
 5. **Unauthorized side trails.** Unauthorized side trails created by users (for example, to cut switchbacks) will be blocked with logs and limbs to prevent use. If significant damage has occurred, the side trail may be scarified and reseeded with native grass seed. Educational signs can also be posted if unauthorized trail use continues.
 6. **Signage.** GVLT will install and maintain signage as needed to keep people on the trail, identify public/private land boundaries, and educate trail users. An information kiosk with map and etiquette information exists at the trailhead. Private property boundaries near the trail corridor will be marked with *No Trespassing* signs as needed. One *State Land Boundary* sign presently exists and a second can be added where the loop trail crosses the State Boundary. Additional signs will be added as management needs change over time.
 7. **Trail Closures for Emergency Situations.** The Triple Tree Trail may need to be closed periodically during high wildfire risk, high potential for wildlife conflict, flooding, trail maintenance activities, or other hazardous conditions. If GVLT, Gallatin County, or the State of Montana (DNRC) deem the closure to be appropriate, GVLT will help publicize the closure and post signs at all trail entries.
3. **Indemnity:** To the extent allowable under law, GVLT and the County shall hold harmless, indemnify and defend one another and all of their agents, principals, and employees from and against any and all claims, demands, damages, costs, expenses, losses, liability (including liability where activity is inherently or intrinsically dangerous), judgments, defense expenses and attorney's fees rising out of or resulting from either parties' wrongful acts, errors, omissions, or negligence, or from either parties' failure to comply with the requirements of this Agreement, the requirements of the Trail Easement, and with all federal, state and local law applicable to the performance of this Agreement. In the event of an action filed against the County resulting from GVLT's performance under this Agreement, the County may elect to represent itself.
 4. **Insurance:** GVLT shall carry comprehensive general liability insurance in an amount no less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, and \$3,000,000 umbrella. Certificates of Insurance evidencing the above, naming the County as an additional insured must be furnished to the County within five (5) days of GVLT's receipt of a request from the County of

proof of insurance. GVLT shall notify the County as soon as reasonably possible of any changes or cancellation in coverage that may affect the County. Furthermore, the County shall name GVLT as an additional named insured on any comprehensive general liability insurance policy that the County maintains pertinent to the interest described in this agreement. If the County self-insures, the County agrees to insure, indemnify, defend and hold GVLT harmless for all duties and responsibilities it assumes hereunder on behalf of and for the benefit of the County.

5. **Independent Contractors.** The County understands and agrees that GVLT may from time to time hire independent contractors. In such circumstances, GVLT agrees to furnish such contractors with a copy of this Agreement, or any applicable renewals hereof, and with the Trail Easement and to require that the contractors agree to abide by the terms and conditions of these documents. Furthermore, prior to hiring any contractors, GVLT will ensure that the said contractors are fully licensed and insured as required by the State of Montana, and that the contractors are in compliance with all Worker's Compensation laws, and that both GVLT and the County are named as additional insureds with respect to any services provided by contractors pertaining to trail maintenance.
6. **Time Is of the Essence.** The time of complying with this Agreement is of the essence and a violation is a material breach.
7. **Non-Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.
8. **Entire Agreement.** This document represents the entire and integrated Agreement between the County and GVLT and supersedes all prior negotiations, agreements or representations, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Any notice under this Agreement must be in writing and must be sent by personal delivery or certified mail to the address designated above. The parties shall inform each other of any change in address.
9. **Non-Assignment.** The County and GVLT, respectively, bind themselves, their successors, assigns and legal representatives to the other party with respect to all covenants, terms, or conditions of this Agreement. Neither County nor GVLT shall assign this Agreement without the written consent of the other.
10. **Execution of Agreement.** This Agreement shall be executed in duplicate original. The Gallatin County Clerk and Recorder will keep the County's original Agreement. GVLT will keep its own duplicate original in its principal place of business or its secure document storage facility. The County and GVLT agree that this Agreement shall be governed and interpreted according to the laws of the State of Montana. In the event of a dispute arising over this contract, venue shall be in the Eighteenth Judicial District of the State of Montana, in and for the County of Gallatin. The attorney's fees and costs, including that of in-house counsel shall be paid to the prevailing party in the event of any litigation or other claim brought by either party herein.

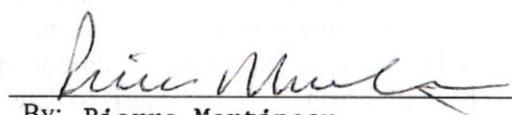
AGREED as of the date set forth above by:

GALLATIN VALLEY LAND TRUST



By: Penelope Pierce
Its: Executive Director

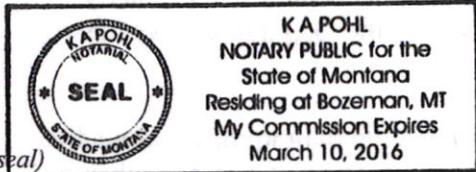
GALLATIN COUNTY



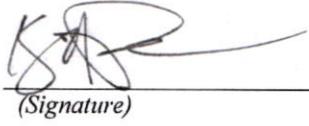
By: Pierre Martineau
Its: Chairman of the Commission

State of: Montana
County of: Gallatin

This instrument was acknowledged before me on this 23 day of September, 2014 by Penelope Pierce acting in the capacity of Executive Director on behalf of the Gallatin Valley Land Trust.



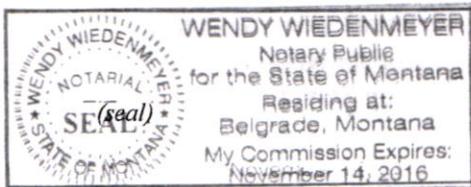
(seal)



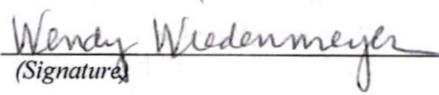
(Signature)

State of: Montana
County of: Gallatin

This instrument was acknowledged before me on this 30 day of Sept, 2014 by Pierre Martineau acting in the capacity of Comm. Chair on behalf of Gallatin County.



(seal)



(Signature)

EXHIBIT A

Trail Maintenance Plan Triple Tree Trail State of Montana Section 4-T3S-R6W, Gallatin County

The Proponent will incorporate the trail specifications and best practices identified in the US Forest Service "Trail Construction and Maintenance Notebook" and "Standard Specifications for Construction and Maintenance of Trails" and the International Mountain Bicycling Association "Trail Solutions: IMBA's Guide to Building Sweet Singletrack" for all trail maintenance/repair, construction and rehabilitation.

Trail information/etiquette/safety/wildfire – The Proponent will install and maintain signage as needed to keep people on the trail, identify public/private land boundaries, and educate trail users. The Proponent will monitor and work to minimize any side trails or short cuts created by users. If side trails develop and are identified during annual inspections, the Proponent will scarify the trail surface, rake in seed, and cover it with brush and other debris to deter use. If necessary, the Proponent will install signs indicating that users should stay on the main trail. The trail will be posted as closed if public safety issues arose or if wildfire danger warrants a closure.

Trail user education – An information kiosk with map and etiquette information will be installed at the trailhead. Additional signs will be added as management needs change over time.

Signage (Info/education/notices/property boundaries) – Public notices will be posted at the trailhead and at major junctions along the trail. Private property boundaries near the trail corridor will be marked with no trespassing signs as needed. One State Land boundary sign presently exists and a second State Lands boundary sign will be added where the loop trail crosses the State Boundary.

Annual inspection/monitoring/maintenance log/reporting/periodic plan update - Annually in the spring, the Proponent will inspect the trail and clear it of downed vegetation and other debris. The Proponent will survey the current condition of the trail to identify erosion issues, noxious weed infestations, signage needs, and other problems that should be addressed. Throughout the summer months, GVLТ staff and/or GVLТ-led volunteer crews will complete the necessary work identified in the spring inspection, as well as clean up any garbage or other nuisance issues that may arise. A yearly maintenance report will be produced by the Proponent and its contents will be open to public review. The trail maintenance plan will be reviewed on an annual basis and updated as needed.

Noxious weed control – An inventory of noxious weed infestations will be mapped prior to construction. All construction equipment will be washed and inspected prior to working on the Triple Tree reroute. Weed infestations will be monitored each season and action taken to control their spread. These actions include: hand pulling, mechanical removal, and/or spraying. A certified chemical applicator will be employed for any spraying that is done on State Land and

approval from an authorized Department of Natural Resources and Conservation representative will be acquired prior to application.

Erosion control - (grade breaks/waterbars/rolling dips) Grade Reversals or rolling dips will be installed every 150 feet on 5-8% grade, every 100 feet on 9% grade or greater. The Proponent will repair the trail using current best practices.

Sediment control (slash filters) – Slash filters will be placed below rolling dips or grade breaks where streams or draws are adjacent to the trail.

Riparian Areas – These areas have been avoided in trail layout where ever possible. In areas where the old trail and/or the new trail may pass through riparian areas, disturbance to the ground and vegetation will be kept to a minimum.

Slash abatement – The Proponent will lop and scatter all slash from trees and shrubs that are removed during trail construction/maintenance to a depth of eighteen inches or less. Excess slash accumulations may require piling and burning by the Proponent.

Trail clearing (brush/limbs/stumps, etc)/Hazard Tree removal - No live trees over 4 inches in diameter will be removed. Dead trees over 4 inches in diameter may be removed within 4 feet of trail. All logs will be cut and all brush trimmed to 4 feet from centerline of trail. Branches will be cut flush to trunk 10 feet above ground and 4 feet from centerline of trail. Stump height will be 6 inches.

All hazard trees that are identified within falling distance of the trail will be removed during construction. Hazard trees that occur along the trail corridor after the trail construction is complete will be removed as part of the annual maintenance duties.

Trail debris removal – Soil that is excavated during trail construction will be used to build the foundation of the trail tread. Roots, rocks, and debris will be cleared from the tread and scattered in a 20 foot zone on either side of the trail.

Trail repair – Repairs will be based on problems found during the annual inspection, or reported by users during the year. If drainage or erosion issues arise, the Proponent will repair the trail using current best practices. The Proponent will work with partners and volunteers to take care of problems in a timely manner. Trail repairs that constitute immediate safety concerns will have the highest priority and be taken care of as soon as possible.

Trail construction specifications –

- **Grade:** 5% - 10% (max 12% on turns).
- **Outslope:** 5% on all sections.
- **Trailbed width:** 30 inches with side slopes up to 45%, 36 inches with side slopes greater than 45%.
- **Grade Reversals:** every 150 feet on 5-8% grade, every 100 feet on 9% grade or greater.
- **Turns:** sloped climbing turns with 6-8 foot radius, maximum grade of 12% grade. Grade reversals above and below every turn.

Trail rehabilitation specifications - Abandoned segments of existing trail will be scarified with drainage features installed every 100 feet, and closed with downed forest materials. Seed will be gathered on site and raked into scarified sections of the reclaimed trail. The abandoned trail will be monitored for 2 years after reclamation to assure revegetation is successful. If needed, additional native grass seed will be spread to facilitate revegetation.

Unauthorized side trails – Will be blocked with logs and limbs to prevent use. Educational signs may also be employed if unauthorized trail use continues.

Garbage cleanup – A pack in pack out policy will be utilized for this trail and information pertaining to this issue will be posted at the entry kiosk. The trail will be patrolled by the Proponent and volunteers on a regular basis and any garbage that is found will be removed.

Trespass onto adjacent landowners – The Proponent will post “no trespassing” signs along private/State boundaries where this issue may arise. More signs will be installed if trespass becomes a problem at any location. Social trails may be blocked with logs and branches to help prevent trespass. Law enforcement may be notified if additional assistance is needed. The Proponent will work closely with any affected private land owners to determine additional solutions.

Fogerty, Bonnie

From: Burgoyne, Andy <JBurgoyne@mt.gov>
Sent: Tuesday, February 25, 2020 10:25 AM
To: Fogerty, Bonnie
Cc: AL ROLLO; Hoag, Jessica; Zipperian, Gary; Grimm, John
Subject: RE: Meeting with Andy Burgoyne, DNRC - All
Attachments: Triple Tree Trail Easement - Bozeman.pdf; 16204.pdf; 18729.pdf; Main Street to Mountains Easement - Bozeman.pdf; 2006 Standard Easement Instructions.doc; 2006 Standard Easement Application.doc

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

Hi Bonnie,

Thank you very much for your hospitality last week. The commissioners asked DNRC to provide some more information during the meeting. The commissioners indicated I should send this to you to forward on to them. Attached please find the following:

- Example Easements from other public entities on state trust land (Triple Tree Trail, Kids Sports, Muddy Creek, Main Street to Mtns.)
- Easement Application Instructions
- Easement Application for state trust land- this is a standard application. We use this application for various right of ways. This is the application to use if the Cascade County wants to apply for an open space/recreational type easement on the Fox Farm parcel.

We still have some homework to do regarding some questions the Commission wanted answered. I expect to provide these questions and answers to you next week. Thank you. Please call if you need anything.

Andy Burgoyne
CLO Trust Land Program Manager
(406) 458-3517

From: Fogerty, Bonnie <bfogerty@cascadecountymt.gov>
Sent: Thursday, February 20, 2020 5:08 PM
To: Burgoyne, Andy <JBurgoyne@mt.gov>
Subject: [EXTERNAL] RE: Meeting with Andy Burgoyne, DNRC - All



From: Burgoyne, Andy <JBurgoyne@mt.gov>
Sent: Thursday, February 20, 2020 5:07 PM
To: Fogerty, Bonnie <bfogerty@cascadecountymt.gov>
Subject: RE: Meeting with Andy Burgoyne, DNRC - All

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**INSTRUCTIONS FOR APPLICATION
FOR RIGHTS OF WAY ON STATE LANDS**

WHEN ACCEPTING APPLICATIONS FOR EASEMENTS THE STATE LAND BOARD REQUIRES THE FOLLOWING:

1. An original and one copy of completed application.
2. An original and one copy (or two copies) of plat or survey.
3. A statement signed by the State Surface Lessee(s) which indicates arrangements have been made for compensation for leasehold damages, if any.¹
4. A statement signed by the applicant which gives the reason(s) why application is made on State land rather than an alternative.
5. A professional Cultural Survey.²

THE APPLICATION must be signed in a manner which reflects the name of applicant as you wish it to appear on the easement right of way deed. Immediately above the signature are spaces to indicate the acreage requested from each 40 acre subdivision or government lot.

IF THE LEGAL subdivision or metes and bounds description does not appear on the plat or survey it must appear at the top of reverse side of application. The surveyor must sign either the survey plat or the affidavit on the application form.

THE SURVEY **must show the quantity of land taken by the proposed easement from each forty-acre tract or government lot of State land over or through which it passes and also the amount of land remaining in each portion of such forty-acre tract or government lot (part of Section 77-2-102(2) MCA).** If the requested right of way will cross more than one section of trust land, the survey may include all State tracts on the one survey. However, this is not applicable to the application. A separate legal description and application must be made for each section of land the application is made on.

APPLICATIONS for a private access road must include a statement as to why access is needed across the state -- specifically, what other routes were considered and why no other alternate route is available or viable. A map of the surrounding area ownership should be included as a reference aid when discussing alternate routes. In addition, the full and exact legal description of the lands applicant is trying to secure access to must also be included.

ALL PRIVATE ROAD ACCESS EASEMENTS for the purpose of access to one single family residence and/or farm and ranch activities and timber and resource management shall be limited to a maximum width of 30 feet, unless additional width is deemed necessary by field staff. All applicants requesting easements shall be subject to the easement valuation formula discussed in the Access Road Easement Policy.

IN THE EVENT an easement applicant wishes to acquire an access easement for subdivision purposes, as defined in the Access Road Easement Policy, or for potential future development of more than one existing residential housing unit on applicant's private lands, an access conveyance fee will be assessed. This fee is assessed separate from the land

¹Notice of Lessee Settlement Statements must be signed by all parties named on the surface lease. Signatures by person(s) acting on behalf of the leaseholder(s) will only be accepted if the statement is accompanied by a certified copy of a Power of Attorney authorization. Additionally, statements signed by individual(s) acting as Personal Representative(s) of a lessee's estate will only be accepted when accompanied by documentation appointing the signatory as Personal Representative. It is in the applicant's best interest to ensure that, prior to submittal, application materials are accurate and complete in order to prevent delay in processing.

²To aid in processing an application, a cultural survey conducted by an approved professional is recommended, unless waived by the department's staff archaeologist. Applicants may elect to wait for department staff to conduct the survey, but should be aware this could delay processing of their application for their project.

valuation referenced in the paragraph above. Additionally, in some circumstances, an application may be required to create a Road User's Association as outlined in the policy. Please discuss with the appropriate DNRC Area/Unit Office for details.

UNDER TERMS of a State Surface Lease for agriculture, the Lessee has the basic right to graze or seed crops on approved acres. The State has retained the right to sell minerals, other non-conflicting uses, and to sell rights of way easements. Before the State sells an easement, the Surface Lessee **must** be compensated for any damages to improvements (i.e. road, summer fallow, forage, water developments, buildings, fences, etc.), crops, or leasehold interests (ref. §77-2-107 MCA).

ALL AGENCIES OR PERSONS interested in putting a project on School Trust lands should contact the area office that handles the county the request is in. Contact with the area office should be made before an actual survey is done. After an on-site inspection, the area manager will consider whether the project is in the best interest of the trust. If there are no problems, a survey may be conducted and formal application may be made. All easement applications are to be sent to the appropriate area office for review.

A NON-REFUNDABLE \$50.00 APPLICATION FEE MUST ACCOMPANY THE APPLICATION WHEN SUBMITTED BEFORE ANY PROCESSING WILL BEGIN.

APPLICATION FOR RIGHT OF WAY EASEMENT IN STATE LANDS

(Application Fee -- \$50.00)

NOTE: Easement requests are processed on a first come, first served basis. Department review of complete application packages may take a minimum of 120 days. Incomplete applications and those requiring further information may take longer.

The best method of describing the land needed for the right of way in all such cases is to describe the centerline and give the width on each side.

Please locate the starting point of the proposed right of way by giving its distance and bearing from the nearest public survey monument in the same section; then give the bearing and distance of each course of the line; and locate the terminus in the same manner as the starting point; whenever the line intersects a quarter section line, locate the point of intersection in the same manner also.

The description given in the application will be copied into the right of way deed. It must be so definite and complete that from it the right of way may readily be located upon the ground without the plat.

If the right of way runs through an intervening tract which is *not state land*, it may be shown on the tracing or plat, but *must not* be included in the description in the application as this might result in errors in writing the deed.

No application should include land in more than one section. Show the acreage required for the right of way in each forty-acre tract of *State land* in the place provided in this blank.

The application must be signed by or for the applicant, and certified correct by the endorsement of the engineer. *Write the name of the applicant exactly the way it is to appear in the deed.*

TRACING OR PLAT. Tracings or plats must accompany the application. These tracings or plats should be so plain that anyone can readily ascertain the section, township and range and see what forty-acre tracts the right of way runs through. A scale of 1 inch to 400 feet is commonly used.

There must be two copies of the tracing or plat duly verified by the affidavit of the land surveyor who has prepared the same endorsed thereon. They must show the "quantity of land taken by the proposed highway or street or other easement from each forty-acre tract or government lot of State land over or through which it passes and also the amount of land remaining in each portion of such forty-acre tract or government lot." (Part of Section 77-2-102(2) Montana Code Annotated)

For the sake of reference other than State lands may be shown on the plat, but they should be indicated by different colors. *If the proposed right of way follows a river or railroad right of way or other right of way, such river or right of way should be shown and also the area of the intervening strip, if any.*

The affidavit of the surveyor or professional engineer to be endorsed on the *tracing or plat* should be substantially in the following form:

STATE OF MONTANA,

SS.

County of _____

_____, being duly sworn says: That he/she is the _____ who made the survey of the right of way shown hereon; that the survey was correctly and accurately made; that the tracing or plat thereof is true and accurate and that it correctly shows the quantity of land required for the right of way in each forty-acre tract or government lot and also the amount of land remaining in each portion of such forty-acre tract or government lot.

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public for the State of Montana

Residing at _____
My Commission Expires _____

To the State Board of Land Commissioners

Montana, _____, 200__

State of Montana

Application is hereby made under the provisions of Section 77-2-101 through Section 77-2-107 of the Montana Codes Annotated, 1979, and Acts amendatory thereto by _____
_____ for a right
of way easement for _____
_____ through _____, Section _____, Township _____,
Range _____, County of _____.

Duly verified tracings or plats in duplicate accompany this application and are made a part hereof. The tract or strip of land required for the said right of way is more particularly described as follows:

A tract or strip of land _____ feet wide, _____ feet on each side of a centerline described as follows:

DESCRIPTION

ACREAGE TAKEN FROM EACH FORTY OR GOVERNMENT LOT OF STATE LAND

			Forwarded	_____	acres
NE $\frac{1}{4}$ NE $\frac{1}{4}$	_____	acres	NE $\frac{1}{4}$ SW $\frac{1}{4}$	_____	"
NW $\frac{1}{4}$ "	_____	"	NW $\frac{1}{4}$ "	_____	"
SW $\frac{1}{4}$ "	_____	"	SW $\frac{1}{4}$ "	_____	"
SE $\frac{1}{4}$ "	_____	"	SE $\frac{1}{4}$ "	_____	"
NE $\frac{1}{4}$ NW $\frac{1}{4}$	_____	acres	NE $\frac{1}{4}$ SE $\frac{1}{4}$	_____	acres
NW $\frac{1}{4}$ "	_____	"	NW $\frac{1}{4}$ "	_____	"
SW $\frac{1}{4}$ "	_____	"	SW $\frac{1}{4}$ "	_____	"
SE $\frac{1}{4}$ "	_____	"	SE $\frac{1}{4}$ "	_____	"
Forward	_____	acres	Total	_____	acres

Signature of Applicant _____
 (as the same is to appear in
 the deed)

By _____

Address _____

(SEAL)

LAND SURVEYOR

I _____, the Land Surveyor who surveyed the right of way for which application is hereby made, do hereby certify that the description of the right of way as given in this application is accurate and correct in every particular according to the survey and that the acreage required for the right of way through each forty-acre tract under this petition is correctly given.

Dated at _____, this _____ day of _____, 200__

 Address _____

Right of Way Application No. 18729
Affecting a tract of land in
Gov. Lot 7, Sec. 4, Twp. 18N, Rge. 1E,
Cascade County, Montana

EASEMENT NO. D-17030

RIGHT OF WAY GRANT

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of the sum of Seventy Thousand Eighty and No/100 Dollars (\$70,080.00), now paid, grants to Montana Department of Fish, Wildlife & Parks (hereinafter referred to as "Grantee") a right of way upon and across State lands for a public recreation easement for a fishing access site known as Little Muddy Creek, as follows:

A tract of land in Government Lot 7, Section 4, Township 18 North, Range 1 East, Principal Meridian Montana, Cascade County, Montana, as shown and depicted on the Exhibit attached hereto and made a part hereof and containing 23.36 acres, more or less.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Sections 22-3, Parts 4 and 8.

It is also agreed that the Grantee shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to insure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling any noxious weeds introduced by Grantee's activity on State-owned land. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA et. seq., as follows:

The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be

...to the satisfaction of the Department, the Grantee may be required to reseed in those areas open to erosion and weeds. Upon termination of this easement, Grantee shall reclaim the entire area in accordance with this paragraph.

Provided, further, that the right of way deed granted herein shall be assignable by Grantee only to a public entity. Any such assignment requires the written approval of the Director, Department of Natural Resources and Conservation upon the forms issued by the Department.

Provided, further, that this right of way deed is granted under the express condition that the Grantee's exercise of the rights herein granted shall not interfere with the Grantor's use of the adjacent land.

Provided, further, that permission must be obtained in writing, from the Director, Department of Natural Resources and Conservation, prior to the installation of any improvements proposed on the right of way described herein after the date of issuance of this easement.

Provided, however, that the right of way granted herein is not exclusive and Grantee shall not interfere with the Grantor and its successors, assigns, lessees or other parties authorized to use State lands, in their right, at all times to go upon, cross and recross the land covered by said right of way and any road thereon, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to the Grantee.

Provided, further, Grantee shall indemnify and hold harmless Grantor against all claims or liabilities asserted by third persons resulting directly or indirectly from Grantee's acts or omissions hereunder regarding past, present and future use of easement area defined herein whether negligent or otherwise.

Provided, however, Grantor has made no representation as to the present or future condition of the property and the Grantee assumes all risk or damage to property or an injury to Grantee or persons or property, in connection with the exercise of rights granted hereunder.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this 26 day of October A.D. 2019.




.....
Governor of the State of Montana

Comptroller, by *Libby Luther*
Secretary of State *deput*



Countersigned by:

[Signature]
.....
Director, Department of Natural
Resources and Conservation

Accepted and Approved:

[Signature]
.....
9/27/19 Applicant
Martha Williams
.....
Printed Name

Right of Way Application No. 18121
Affecting a tract of land through NW4,
Sec. 28, Twp. 2S, Rge. 6E
Gallatin County, Montana

EASEMENT NO. D-16446

RIGHT OF WAY GRANT

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of the sum of Sixty-Seven Thousand Four Hundred Eighty-Eight and No/100 Dollars (\$67,488.00), now paid, grants to Gallatin County (hereinafter referred to as "Grantee") a perpetual right of way to locate, construct, use, manage, maintain, improve and repair a non-motorized, natural surface public trail known as Painted Hills Trail upon and across the following described lands in the County of Gallatin, State of Montana:

Township 2 South, Range 6 East, P.M.M.

Sec. 28: Tract in the NW $\frac{1}{4}$

The above-described trail easement contains 5.92 acres, more or less, as shown on the exhibit attached hereto and made a part hereof.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, Part 4, MCA.

It is also agreed that the Grantee will comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to ensure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling noxious weeds introduced by Grantee's use of the premises, including public use of the premises allowed by the Grantee, in accordance with standards contained in Montana law and any specific agreements with the Grantor as related to noxious weed control. This includes the duty to control noxious weeds within the easement corridor and weeds outside of, but reasonably close to, the corridor that are part of the same infestation.

Provided, further, that the said right of way is for the full use of the above-described property as a trail by Grantee, including the right of access for members of the public for the express purposes herein granted. The Grantor reserves the right of ingress and egress

successors, assigns, lessees or other parties authorized to use the adjacent State lands, in their right at all times to go upon, cross and recross the land covered by said right of way and trail thereon, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to the Grantee.

Provided, further, that permission must be obtained in writing, from the Director, Department of Natural Resources and Conservation, prior to the construction of any improvements in the easement area herein granted.

Provided, further, this right of way does not provide for commercial outfitting and/or commercial recreational use of the state land described above unless and until the proper permit is acquired from the Grantor. The use of the above-described trail by the Grantor's licensees and permittees for any commercial use or ancillary use thereto shall be subject to adequate arrangements being made for use and maintenance of the trail with the Grantee.

Provided, further, the Grantor reserves the right to relocate, at its expense, the trail authorized in this right of way to the extent necessary to accommodate the management needs of the Grantor. It is agreed that the Painted Hills Trail shall be as described herein and as shown on the exhibit attached hereto and made a part hereof. In the event the trail is relocated, the Grantor will provide the Grantee with a corrected deed and replacement exhibit in recordable form.

Provided, further, if at any time the Grantee determines that the trail, or any segment thereof, are no longer needed for the purpose granted herein, the right of way traversed thereby shall terminate. In the event of such determination by the Grantee, the Grantee shall furnish to the Grantor, its successors or assigns, a statement in recordable form evidencing such termination.

Further, the Grantor's consent to grant this recreational trail easement is subject to the condition that the Grantee agrees to protect, defend, indemnify, release and hold the State of Montana harmless from any claim, demand, suit or action, and any liability, loss, damage, or judgment which may arise therefrom, as well as against any fees, costs, charges or expenses which the State incurs in the defense of any such claim, suit or similar such demand made or filed by any third party against the State to the extent same arises out of or relates to the installation, maintenance, or occupation of the trail easement upon the above-described State-owned land.

Provided, further, Grantee hereby agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of or in any way resulting from the acts or omissions of the Grantee or its agents, employees, representatives, assigns, subcontractors upon the above-described State lands, and the presence, occupation, and maintenance of the above-described trail located upon the above-described State lands.

Provided, however, Grantor has made no representation as to the present or future condition of the property and the Grantee assumes all risk or damage to property or an injury to Grantee or persons or property, in connection with the exercise of rights granted hereunder.

Provided, further, Grantee shall install and maintain signage as needed to identify State and private land boundaries and to keep users on the trail. Grantee will monitor use of the trail and if use outside of the right of way provided herein is detected Grantee shall reclaim all disturbed areas. If necessary, Grantee will install materials to deter use outside of the trail right of way, upon consultation with Grantee.

Provided further Grantee shall develop and implement a

right of way.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this 27 day of August A.D. 2018.

.....
Governor of the State of Montana

ATTEST:

Cory Stapleton, by Susan Jones,
.....
Secretary of State *deputy*

Countersigned by:

.....
Director, Department of Natural Resources and Conservation

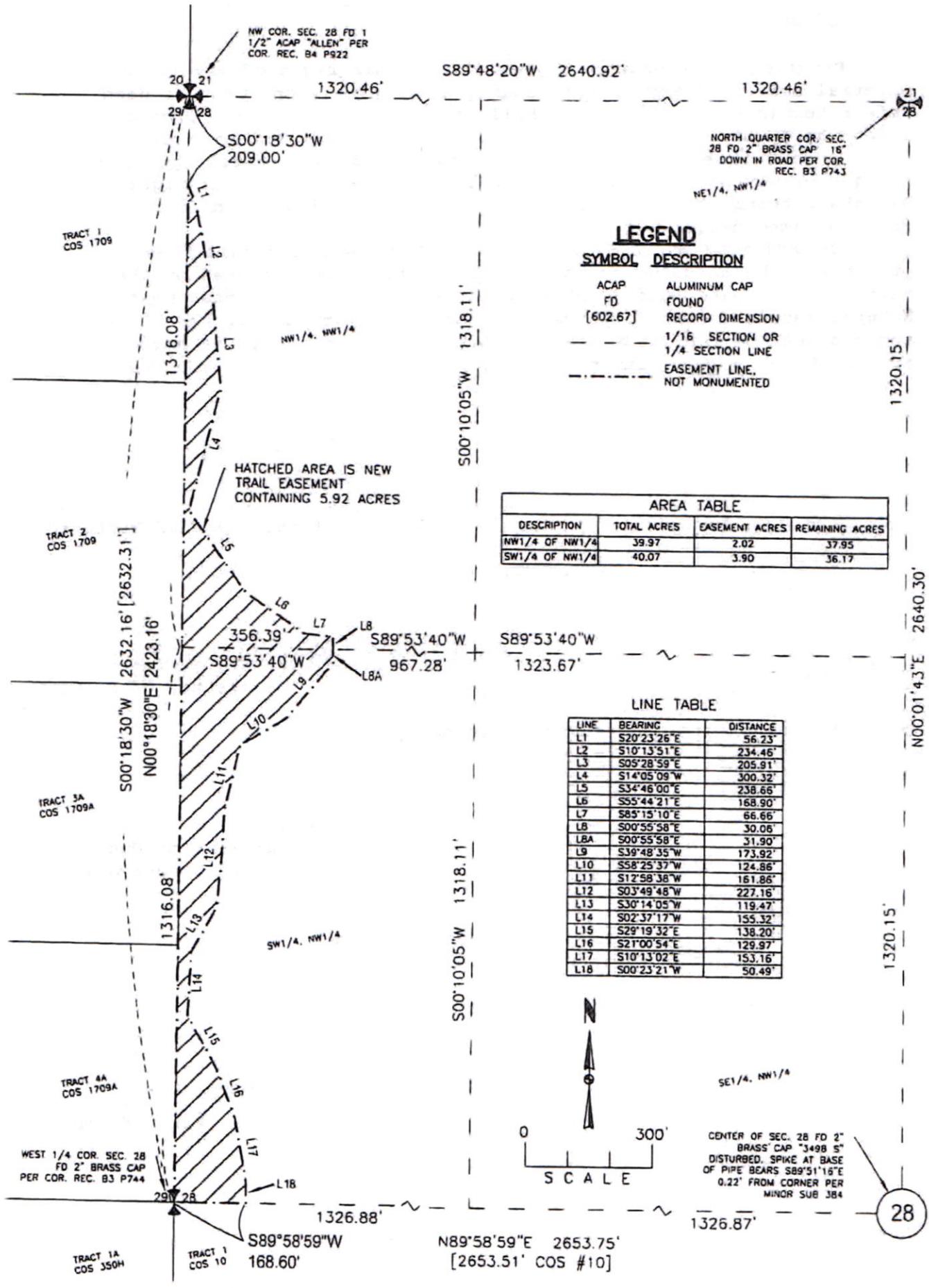
Accepted and Approved:

.....
Applicant

R. STEPHAN WHITE
.....

Printed Name



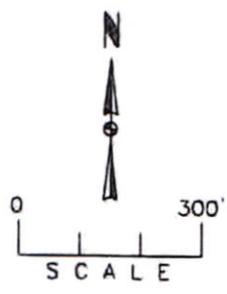


LEGEND

SYMBOL	DESCRIPTION
ACAP	ALUMINUM CAP
FD	FOUND
[602.67]	RECORD DIMENSION
---	1/16 SECTION OR 1/4 SECTION LINE
---	EASEMENT LINE, NOT MONUMENTED

AREA TABLE			
DESCRIPTION	TOTAL ACRES	EASEMENT ACRES	REMAINING ACRES
NW1/4 OF NW1/4	39.97	2.02	37.95
SW1/4 OF NW1/4	40.07	3.90	36.17

LINE	BEARING	DISTANCE
L1	S20°23'26"E	56.23'
L2	S10°13'51"E	234.46'
L3	S05°28'59"E	205.91'
L4	S14°05'09"W	300.32'
L5	S34°46'00"E	238.66'
L6	S55°44'21"E	168.90'
L7	S8°15'10"E	66.66'
L8	S00°55'58"E	30.06'
L8A	S00°55'58"E	31.90'
L9	S39°48'35"W	173.92'
L10	S58°25'37"W	124.86'
L11	S12°58'38"W	161.86'
L12	S03°49'48"W	227.16'
L13	S30°14'05"W	119.47'
L14	S02°37'17"W	155.32'
L15	S29°19'32"E	138.20'
L16	S21°00'54"E	129.97'
L17	S10°13'02"E	153.16'
L18	S00°23'21"W	50.49'



SURVEYOR CERTIFICATE

I, Steven C. Anderson, do hereby certify that this survey was made by me, or under my direct supervision, on 11/28/2017 & 3/1/2018, that the information shown hereon is true and correct to the best of my knowledge, that this survey conforms to requirements per MCA Section 77-2-102(2), and the distances shown between found monuments have an expected tolerance of

BASIS OF BEARING : WGS 84 AS DETERMINED BY SURVEY GRADE RECEIVERS WITH A CENTRAL MERIDIAN RUNNING THROUGH LAT. 45°39'40.38" N, LONG. 111°02'42.01" W



Right of Way Application No. 16455
Affecting a 12-foot strip through
NWSW, SWSW, Sec. 4, Twp. 3S, Rge. 6E
Gallatin County, Montana

EASEMENT NO. D-14876

RIGHT OF WAY DEED

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of the sum of Eight Thousand Four Hundred Sixty Nine and No/100 Dollars (\$8469), now paid, grants to Gallatin County (hereinafter referred to as "Grantee") a perpetual right of way to locate, construct, use, manage, maintain, improve and repair a non-motorized, natural surface public trail known as Triple Tree Trail upon and across the following described lands in the County of Gallatin, State of Montana:

Township 3 South, Range 6 East, P.M.M.

Sec. 4: NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

The above-described right of way trail easement shall be 12 feet wide, 6 feet on each side of the centerline and contains 2.71 acres, more or less, as shown on the exhibit attached hereto and made a part hereof.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, Part 4, MCA.

It is also agreed that the Grantee will comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to ensure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling noxious weeds introduced by Grantee's use of the premises, including public use of the premises allowed by the Grantee, in accordance with standards contained in Montana law and any specific agreements with the Grantor as related to noxious weed control. This includes the duty to control noxious weeds within the easement corridor and weeds outside of, but reasonably close to, the corridor that are part of the same infestation.

Provided, further, that the said right of way is for the full use of the above-described property as a trail by Grantee, including the right of access for members of the public for the express purposes

successors, assigns, lessees or other parties authorized to use the adjacent State lands, in their right at all times to go upon, cross and recross the land covered by said right of way and trail thereon, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to the Grantee.

Provided, further, that permission must be obtained in writing, from the Director, Department of Natural Resources and Conservation, prior to the construction of any improvements in the easement area herein granted.

Provided, further, this right of way does not provide for commercial outfitting and/or commercial recreational use of the state land described above unless and until the proper permit is acquired from the Grantor. The use of the above-described trail by the Grantor's licensees and permittees for any commercial use or ancillary use thereto shall be subject to adequate arrangements being made for use and maintenance of the trail with the Grantee.

Provided, further, the Grantor reserves the right to relocate, at its expense, the trail authorized in this right of way to the extent necessary to accommodate the management needs of the Grantor. It is agreed that the Triple Tree Trail shall be as described herein and as shown on the exhibit attached hereto and made a part hereof. In the event the trail is relocated, the Grantor will provide the Grantee with a corrected deed and replacement exhibit in recordable form.

Provided, further, if at any time the Grantee determines that the trail, or any segment thereof, are no longer needed for the purpose granted herein, the right of way traversed thereby shall terminate. In the event of such determination by the Grantee, the Grantee shall furnish to the Grantor, its successors or assigns, a statement in recordable form evidencing such termination.

Further, dead timber is present in the vicinity of this trail, which may pose a hazard to users of the trail. Therefore, the Grantor's consent to grant this recreational trail easement is subject to the condition that the Grantee agrees to protect, defend, indemnify, release and hold the State of Montana harmless from any claim, demand, suit or action, and any liability, loss, damage, or judgment which may arise therefrom, as well as against any fees, costs, charges or expenses which the State incurs in the defense of any such claim, suit or similar such demand made or filed by any third party against the State to the extent same arises out of or relates to the installation, maintenance, or occupation of the trail easement upon the above-described State-owned land.

Provided, further, Grantee hereby agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of or in any way resulting from the acts or omissions of the Grantee or its agents, employees, representatives, assigns, subcontractors upon the above-described State lands, and the presence, occupation, and maintenance of the above-described trail located upon the above-described State lands.

Provided, however, Grantor has made no representation as to the present or future condition of the property and the Grantee assumes all risk or damage to property or an injury to Grantee or persons or property, in connection with the exercise of rights granted hereunder.

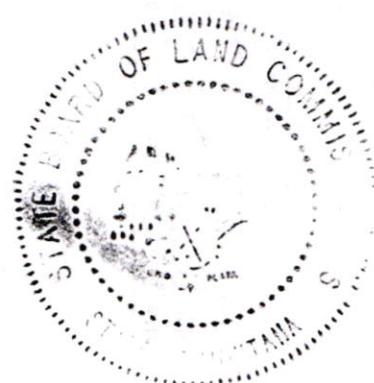
Provided, further, Grantee shall install and maintain signage as needed to identify State and private land boundaries and to keep users on the trail. Grantee will monitor use of the trail and if use outside of the right of way provided herein is detected Grantee shall reclaim all disturbed areas. If necessary, Grantee will install materials to deter use outside of the trail right of way, upon consultation with Grantee.

the Department. Said assignment may only be made to a public entity that has legal authority to hold and maintain a public trail/road right of way.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this 30th day of September, A.D. 2014.



[Signature]
.....
Governor of the State of Montana

ATTEST:

[Signature]
.....
Secretary of State

Countersigned by:

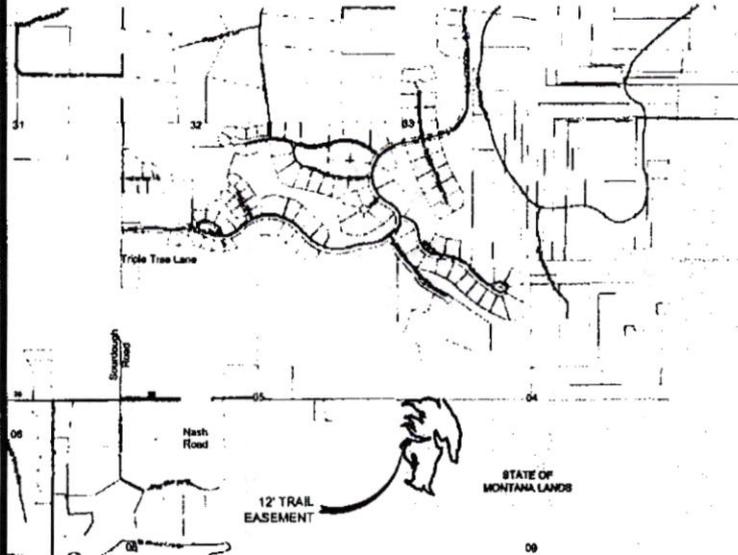
[Signature]
.....
Director, Department of Natural Resources and Conservation

Accepted and Approved:

[Signature]
.....
Applicant
PIERRE MARTINEAU
.....
Printed Name

EXHIBIT A

12' TRAIL EASEMENT CENTERED OVER LINE AS SHOWN FOR TRIPLE TREE TRAIL ACROSS STATE OF MONTANA LANDS OF COS 1869 WITHIN THE WEST 1/2 OF SW 1/4 OF SECTION 4, T.3S. R.6E, P.M. GALLATIN COUNTY, MONTANA



VICINITY MAP

SUMMARY OF AREAS			
DESCRIPTION	TOTAL (AC)	EASEMENT TAKEN (AC)	REMAINING (AC)
NW1/4 OF SW1/4	40.7	2.26	38.4
SW1/4 OF SW1/4	40.9	0.45	40.5

EASEMENT CENTERLINE TABLES

Easement limits are 12 ft.; 6 ft. each side of described centerline.
Total C/L length - 9,825 ft. Total Area - 2.71 ac.

LINE TABLE				
LINE	LENGTH	BEARING		
L1	28.36'	S25°17'31"E	L40	85.71'
L2	47.02'	S06°23'20"W	L41	12.47'
L3	75.06'	S13°05'16"E	L42	233.90'
L4	15.70'	N65°41'18"W	L43	198.83'
L5	104.89'	N16°58'49"W	L44	74.00'
L6	139.10'	N72°20'32"W	L45	117.79'
L7	65.59'	S83°40'09"W	L46	12.47'
L8	76.17'	S57°05'29"W	L47	37.59'
L9	86.68'	N71°45'35"W	L48	104.40'
L10	97.72'	S87°30'07"W	L49	39.23'
L11	83.82'	S74°00'42"W	L50	10.74'
L12	75.89'	S54°21'41"W	L51	31.97'
L13	11.04'	S16°12'16"E	L52	68.03'
L14	96.52'	N79°55'45"E	L53	93.25'
L15	102.15'	S71°27'01"E	L54	92.52'
L16	87.43'	S32°50'48"E	L55	69.95'
L17	63.61'	S56°22'50"E	L56	80.25'
L18	97.41'	S69°24'49"E	L57	87.33'
L19	80.84'	S15°45'21"E	L58	60.91'
L20	85.37'	N69°54'11"W	L59	44.07'
L21	25.27'	S04°28'39"W	L60	105.27'
L22	115.51'	S20°56'30"E	L61	38.10'
L23	14.43'	S74°29'39"W	L62	29.50'
L24	67.98'	N42°21'49"W	L63	49.20'
L25	184.51'	N65°56'07"W	L64	39.15'
L26	96.36'	S83°15'04"W	L65	90.31'
L27	18.03'	S17°41'20"W	L66	37.22'
L28	74.14'	S76°26'30"E	L67	88.37'
L29	111.21'	S39°31'04"E	L68	68.97'
L30	64.37'	S04°31'54"E	L69	46.35'
L31	74.76'	S20°55'23"E	L70	64.02'
L32	163.99'	N43°56'35"W	L71	70.44'
L33	46.35'	S84°23'38"W	L72	61.49'
L34	55.80'	S63°45'01"W	L73	40.47'
L35	59.66'	S83°46'46"E	L74	27.24'
L36	57.85'	S23°26'14"E	L75	84.71'
L37	132.05'	S33°37'24"E	L76	43.12'
L38	103.94'	S59°05'52"E	L77	133.60'
L39	173.99'	S75°55'13"E	L78	45.03'
			L79	60.54'
			L80	80.85'
			L81	14.30'
			L82	30.56'
			L83	50.25'
			L84	77.41'
			L85	88.57'
			L86	76.36'
			L87	93.36'
			L88	118.30'
			L89	20.64'
			L90	170.81'
			L91	147.65'
			L92	196.67'
			L93	116.45'
			L94	76.24'
			L95	30.58'
			L96	157.71'
			L97	136.95'
			L98	14.61'
			L99	176.40'
			L100	42.17'
			L101	100.46'
			L102	123.40'
			L103	122.65'
			L104	66.99'
			L105	113.15'
			L106	89.83'
			L107	25.86'
			L108	34.91'
			L109	32.96'
			L110	137.21'
			L111	61.64'
			L112	69.05'
			L113	26.45'
			L114	31.77'
			L115	101.27'
			L116	56.81'
			L117	168.9'
			L118	159.16'
			L119	73.30'
			L120	83.12'
			L121	290.0'

EXHIBIT A

12' TRAIL EASEMENT CENTERED ON
SHOWN FOR TRIPLE TREE TRAIL ACROSS
MONTANA LANDS OF COS 1869 WITHIN
SW 1/4 OF SECTION 4, T.3S.]
GALLATIN COUNTY, MONTANA

BASIS OF BEARING:
BASIS OF BEARING IS THE EAST LINE OF SECTION 4
THE EAST 1/4 CORNER TO THE NORTHEAST
ACCORDING TO C.O.S. No. 2172. (N00°40'4

LEGEND

- Easement centerline, angle points
- L##: See Centerline Tables for bearing centerline segment.
- ✠ U.S. Public Lands Section Corner
- ⊕ U.S. Public Lands 1/4 Section Corner
- ⊙ Center 1/4 Corner
- - - Section Lines
- - - - 1/16th Section Line
- ⋯ State of Montana Lands

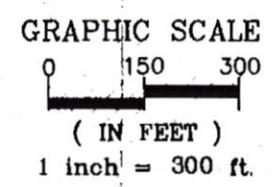
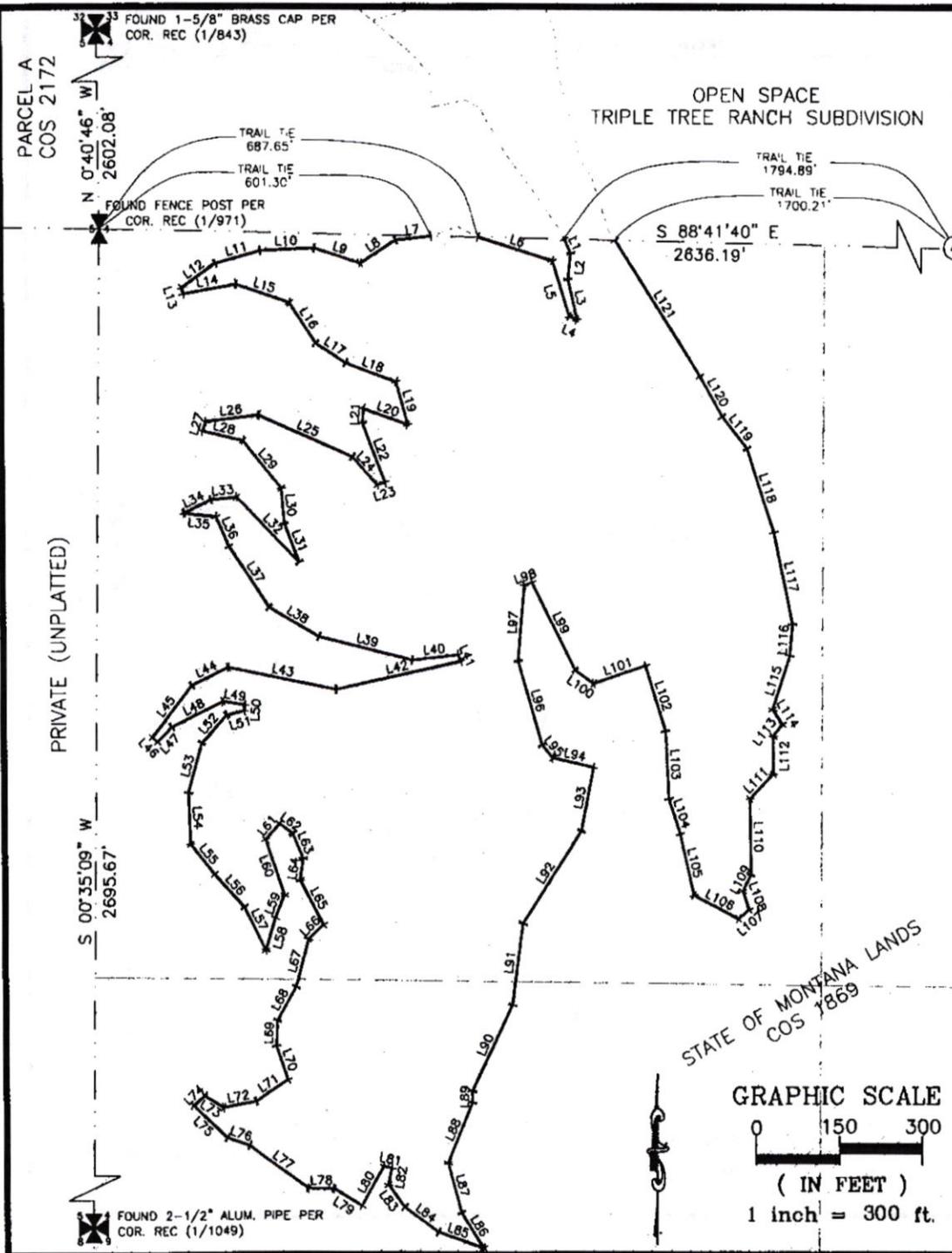


STATE OF MONTANA) _____ for the
County of Gallatin) _____ My

Thomas M. Henesh _____, being duly sworn says:
I, _____ Land Surveyor _____ who made the survey of the
hereon; that the survey was correctly and accurately
or plat thereof is true and accurate and that it correct
of land required for
the right of way in each forty-acre tract or government
amount of land remaining in each portion of such
government lot.

Subscribed and sworn to before me this _____
of _____ October _____
Notary Public for the State of Montana
Residing at _____ Bozeman, Mont
My Commission Expires _____ 3/4/11
_____ Bozeman, Montana, 10/11

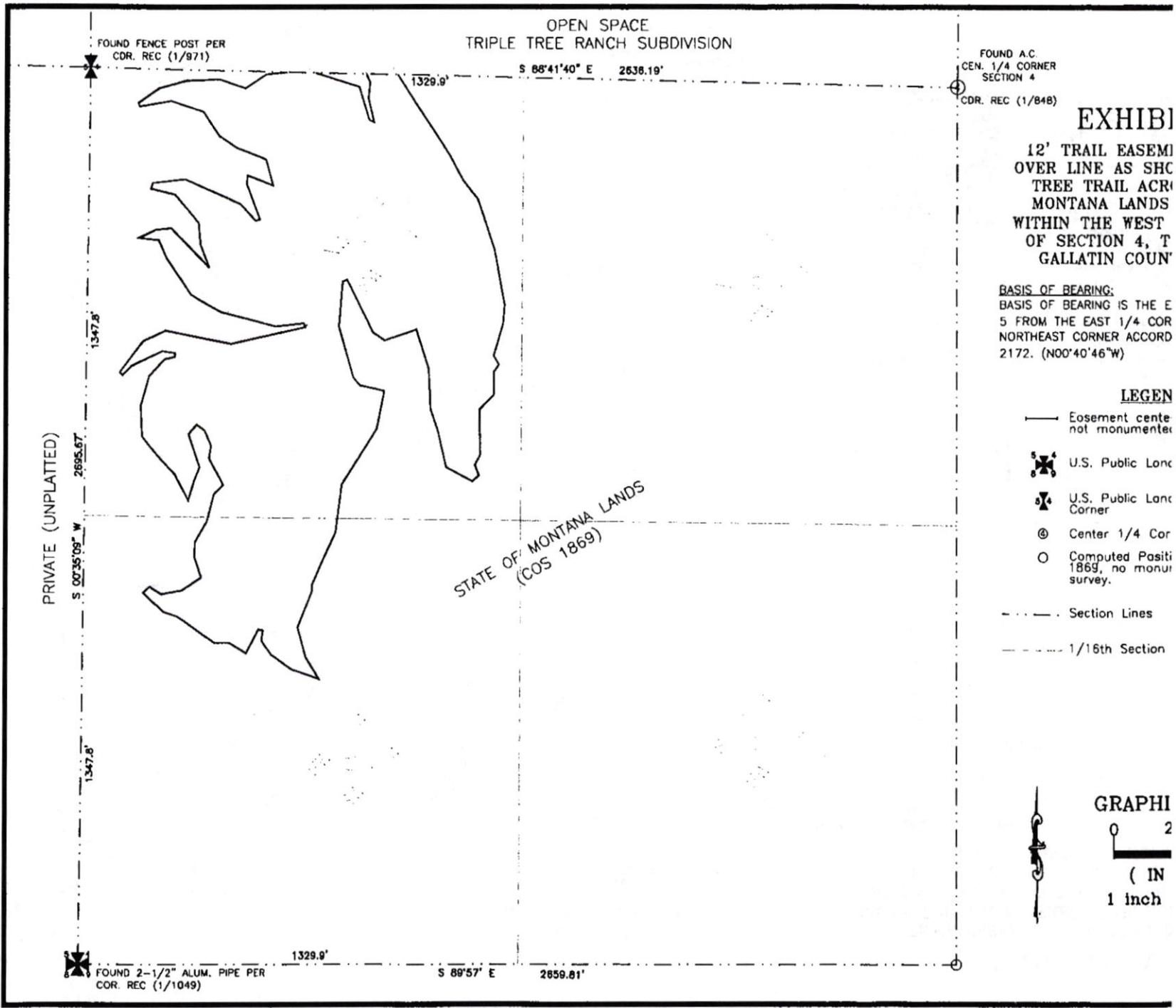
OPEN SPACE
TRIPLE TREE RANCH SUBDIVISION



PARCEL A
COS 2172

PRIVATE (UNPLATTED)

STATE OF MONTANA LANDS
COS 1869



EXHIBIT

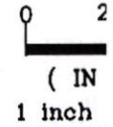
12' TRAIL EASEMENT
OVER LINE AS SHOWN
TREE TRAIL ACROSS
MONTANA LANDS
WITHIN THE WEST
OF SECTION 4, T4N
GALLATIN COUNTY

BASIS OF BEARING:
BASIS OF BEARING IS THE
5 FROM THE EAST 1/4 CORNER
NORTHEAST CORNER ACCORD
2172. (N00°40'46"W)

LEGEND

- Easement center
not monumented
- ✠ U.S. Public Land
- ✠ U.S. Public Land
Corner
- ⊙ Center 1/4 Cor
- Computed Position
1869, no monument
survey.
- - - Section Lines
- - - - - 1/16th Section

GRAPHIC



Application No. 16204
Affecting a tract of land in E2SW4,
SE4, Sec. 36, Twp. 29N, Rge. 22W
Flathead County, Montana

EASEMENT NO. D-14505

GRANT OF EASEMENT



IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of the sum of Two Million Two Hundred Sixty Thousand, Four Hundred Ninety Six and 40/100 Dollars (\$2,260,367.00), now paid, grants to City of Kalispell (hereinafter referred to as "Grantee") an easement for a non-profit Youth Athletic Complex and public park, including but not limited to fields and areas for minor and major Pee-Wee Baseball, Softball, T-Ball, Babe Ruth League, Football, Soccer, cross country running, ice rink and ancillary uses upon and across State lands, as follows:

A tract of land within E2SW4, SE4, Section 36, Township 29 North, Range 22 West, P.M.M., Flathead County, Montana, containing 122.09 acres, more or less, as shown and described on Certificate of Survey No. 19467, recorded March 14, 2013, a copy of which is attached hereto and made a part hereof.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, Part 4, MCA and the Human Skeletal Remains and Burial Site Protection, Title 22, Chapter 3, Part 8, MCA.

It is also agreed that the Grantee shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to insure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling any noxious weeds within the easement borders. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA et. seq., as follows:

The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to

assignable by Grantee only with the written approval of the Director, Department of Natural Resources and Conservation. The Department's approval of an assignment of this easement shall not be withheld so long as the Grantee is in compliance with the terms and conditions of this easement.

Provided, further, that the easement granted herein is not exclusive and does not interfere with the Grantors right to issue additional easements so long as they do not interfere with Grantees rights hereunder.

Provided, further, Grantee is responsible to ensure any use of surface and ground water is in compliance with Montana Code Annotated Title 85, Chapter 2, Part 3, MCA.

Provided, further, Grantee will comply with all local, state and federal laws and regulations that apply to the granted use.

Provided, further, Grantee will comply with all applicable local zoning, subdivision, design review, and construction standards required by the City of Kalispell.

Provided, further, Grantor has the right to review or approve matters relating to the development, placement, replacement or modification of the Premises by Grantee or the installation, construction, change or alteration of, addition to or removal or demolition of, any Improvements, or the use or enjoyment of the easement, for any of which a Major Amendment is required to effectuate the change. "Major Amendment" means an amendment of Kalispell land use regulations that requires (by applicable Laws in effect as of the grant Date) an official vote by the Kalispell City Council or, if the Kalispell City Council delegates or is required to delegate by Laws its authority to a commission or other governmental or quasi-governmental authority, an amendment that would have required an official vote by the Kalispell City Council as of the grant Date. Any approval of Grantor hereunder will not be unreasonably withheld, conditioned or delayed.

Grantee shall maintain the protective barrier and interpretive signage for the landmark tree known as Spring Prairie Tree as long as the tree is healthy and sound. Grantee shall make reasonable effort at arboreal care to support the health and safety of the tree. Any future construction or re-grading activity that takes place within 100 feet of the base of the tree will require review and approval in writing by Grantor.

Provided, further, Grantee shall be solely responsible for the expense of maintenance and operation of the use and all current and future improvements made and constructed in support of the purpose. Grantee will pay all costs and expenses arising out of the installation, construction, change or alteration of, addition to or removal or demolition of all improvements.

Provided, further, Grantee shall pay all taxes, special assessments, levies, fees, and other governmental charges of every kind or nature that may be levied by any and all federal, state, county, municipality and any other taxes or assessing authority upon the land, the use of the land, and, improvements and property owned by the Grantee on or about the easement. Payments shall be made not later than ten (10) days prior to delinquency of taxes, special assessments, levies, fees, and other governmental charges. Grantee shall cause all taxes imposed upon all improvements situated in, on or about the premises, to be levied or assessed separately from fee ownership and not as a lien there under.

Grantee shall indemnify, defend, reimburse and hold the Grantor harmless for any liability arising from its future use of the above-described premises under any environmental, pollution, and health laws, rules, or regulations, including liability for release of hazardous wastes or hazardous or toxic substances or other pollution

feasibility studies and reports, the cost of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring required by federal or state agency, and liability to any third person or governmental agency to indemnify it for those costs.

Provided, further, Grantee shall indemnify and hold harmless Grantor against all claims or liabilities asserted by third persons resulting directly or indirectly from Grantee's acts or omissions hereunder regarding past, present and future use of easement area defined herein whether negligent or otherwise.

Provided, however, Grantor has made no representation as to the present or future condition of the property and the Grantee assumes all risk or damage to property or an injury to Grantee or persons or property, in connection with the exercise of or rights granted hereunder.

Provided, that Grantor may terminate this easement for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as an easement shall cease to be used for such purpose, the easement shall terminate upon notice to that effect being given to the said Grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this 18 day of March, A.D. 2013.

[Handwritten Signature]

.....
Governor of the State of Montana

ATTEST:

[Handwritten Signature]
.....
Secretary of State

Countersigned by:

[Handwritten Signature]
.....

Director, Department of Natural Resources and Conservation

Accepted and Approved:

[Handwritten Signature]
.....

Applicant

[Handwritten Signature]
Don Russell City Manager



