1. 9:30 A.M.  Commission Meeting 5/10/2022
   Documents:
   5-10-2022 CM.PDF

2. 9:30 A.M.  Commission Meeting Agenda Docs 5-10-2022
   Documents:
   5-10-2022 AGENDA DOCS.PDF
CASCADE COUNTY COMMISSION MEETING
325 2nd Avenue North, Great Falls, MT
Commission Chambers, Room 105 or via Zoom Webinar
May 10, 2022 - 9:30 a.m.

The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom. Webinar participants must register in advance for the Commission Meeting:
https://us02web.zoom.us/webinar/register/WN_7U7TegyES_umzu2cBJe3iw
After registering, you will receive a confirmation email containing information about joining the webinar. If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 882 1396 0148 Password: 162923

Agenda Topics:
Call to Order: Chairman Briggs

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

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

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

(A) Approval of Minutes and Minute Entries: April 12, 2022 * April 20, 2022 * April 26, 2022

Board Appointments


Resolution 22-30: Prosecutorial Assistance authorizing the appointment of Assistant Attorney General Michael Gee and other Assistant Attorney Generals as needed as special prosecutors in the matter of State v. Zachary Konopka ID 22-02096.

Resolution 22-31: Budget Appropriation within Cascade County Bridge and Road Safety & Accountability (BaRSAA) program increasing revenues and expenditures. Total: $251,588 (Ref: Resolution 22-20)

Contract 22-49: Contract by and between the Great Falls Public Schools and Cascade County for one full-time, year round certified teacher to provide educational services for youth at the Juvenile Detention Center.
Annual Cost: up to $70,000 for FY2023 & FY2024.

Contract 22-50: Noxious Weed Trust Fund Project Grant Agreement, Hound Creek Weed Management Area 2022 MDA #2022-026. Purpose: Perform noxious weed control activities on 1,444 acres of private land within the Hound Creek Grant area. Effective: April 1, 2022 - October 31, 2023. Maximum Grant Amount: $40,000 (Landowner Match)

Contract 22-51: Noxious Weed Trust Fund Project Grant Agreement, Belt Weed Management Area 2022 MDA #2022-027. Purpose: Perform noxious weed control activities on 925 acres of private land within the Belt Grant area. Effective: April 1, 2022 - October 31, 2023. Maximum Grant Amount: $17,702 (Landowner Match)

Contract 22-52: Noxious Weed Trust Fund Project Grant Agreement, Lower Hound Creek Weed Management Area 2022 MDA #2022-028. Purpose: Perform noxious weed control activities on 695 acres of private land within the Lower Hound Creek Grant area. Effective: April 1, 2022 - October 31, 2023. Maximum Grant Amount: $13,500 (Landowner Match)


Contract 22-54: Noxious Weed Trust Fund Project Grant Agreement, Solider Creek Weed Management Area 2022 MDA #2022-040. Purpose: Perform noxious weed control activities on 874 acres of private land within the Solider Creek Grant area. Effective: April 1, 2022 - October 31, 2023. Maximum Grant Amount: $30,000 (Landowner Match)
1. **Motion to Approve or Disapprove**  
*Contract 22-55:* Contract with United Materials of Great Falls, Inc. for culvert improvements located at 21st Street NE and Montana Avenue NE in Black Eagle, MT.  
Total Cost: $67,000  
Les Payne  
Public Works Director

2. **Motion to Approve or Disapprove**  
*Contract 22-56:* WatchGuard/Motorola Proposal for Body Worn Cameras.  
Total Amount: $225,909 *(Ref: Contract 22-33, R0428516)*  
UnderSheriff Cory Reeves  
Sheriff’s Office

3. **Motion to Approve or Disapprove**  
*Contract 22-57:* Buildings for Lease or Rent Application: 3 Storage Buildings with 40 units each. Location: Parcel #2021125 on Lot 20 of Manchester Exit Industrial Park Phase 3, Section 28, Township 21 North, Range 02 East, P.M.M., Cascade County, MT.  
Applicants: Ken Setters & Jamie Hane  
Kevin Anglund  
Planning

4. **Motion to Approve or Disapprove**  
*Contract 22-58:* Johnson Controls Planned Service Agreement. This service proposal covers the heating and cooling systems, for the Courthouse, Courthouse Annex, Public Works, ExpoPark, and the Sheriff’s office. Total Cost for 3 Years: $69,688  
(2022/$22,324 2023/$23,216 2024/$24,148)  
Les Payne  
Public Works Director

5. **Motion to Approve or Disapprove**  
*Board Appointment*  
*Dearborn Fire Fee Service Area*  
<table>
<thead>
<tr>
<th>James Jaggers (seat vacated by Ralph Sorenson)</th>
<th>Vacancy</th>
<th>Term Expiration</th>
</tr>
</thead>
<tbody>
<tr>
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<td>05/31/2023</td>
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Commission

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

7. Adjournment.
ITEM Approved checks issued since 04/09/2022

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #318711 through #318857 totaling $252,322.97 and EFT #9102343 through #9102348 totaling $17,768.48 for an A/P total of $270,091.45 dated 04/11/2022 through 04/14/2022.

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

Prepared for the
CASCADE COUNTY COMMISSION

ITEM  Approved checks issued since 04/16/2022

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #31858 through #318983 totaling $429,409.26 and EFT #9102350 through #9102358 totaling $1,337.91 for an A/P total of $430,747.17 dated 04/18/2022 through 04/21/2022.

A listing of all paid checks is available in the Cascade County Commissioners Office.
CASCADE COUNTY COMMISSION MEETING
April 12, 2022
Via Zoom and Conference room attendees
9:30 A.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on May 10, 2022.

Commission: Chairman Joe Briggs, Commissioner Jim Larson (via Zoom), and Commissioner Don Ryan.

Staff: Under Sherriff Reeves, Chrissy Wood- Sheriffs Dept., Carey Ann Haight- Chief Deputy Attorney, Phoebe Marcinenk-County Attorneys, Les Payne- Public Works, Kevin Angland- Planner, Amber Hobbs- Planner, Charity Yonker- Planning Director, Mary Embelton-Finance, Bonnie Fogerty-Commission and Marie Johnson -Deputy Clerk & Recorder

Attendees Via Zoom: Nicole Girten, Michael Zook, Kim Theil-Schaff, and Jenn Rowell.

Public: Steve Erwin, Jennifer Quick and Media member from KRTV.

Call to Order: Chairman Briggs called the meeting to order. 00:01

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:05

Purchase orders and accounts payable checks: See agenda for payment information. Commissioner Ryan made a MOTION to approve purchase orders and accounts payable warrants. Motion carries 3-0 04:26

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

Approval of the Minutes and Consent Agenda Items: Commissioner Ryan made a MOTION to (A) Approve minute entries March 22, 2022. (B) Approval of Routine Contracts as Follows:

Board Re-appointments:
Historic Preservation Advisory Council-
Two (2) vacancies and a term expiration of 04/30/2025 applicants are
B.F. “Chris” Christiaens & Suzanne Waring
Tax Appeal Board-
One vacancy with a term expiration of 04/30/2025 applicant is
Art Dickhoff
Wedsworth Board of Trustees
One vacancy with a term expiration of 06/30/2025 applicant is
Joann Eisenzimer
05:13
Resolution 22-22: Budget Appropriation within the Printer Fund #6020 increasing budget authority to purchase a Formax ColorMax envelope printer from existing reserves. Total Amount: $26,000. 05:38

Contract 22-32: Agreement between Cascade County Weed & Mosquito District and JHS. Inc. to provide mosquito abatement services via aerial application and to secure, maintain and pay for all permits/fees/licenses. Cost: $6,500 toward mobilization costs, $15.50/per acre for aerial granular applications and $15.50/per acre for liquid aerial applications. $650/per hour for aerial adulticiding (1 hour minimum). 06:17


Contract 22-38: Bureau of Justice Assistance (BJA), Bulletproof Vest Partnership (BVP) Award. Reimbursement is 50% on Bullet Proof Vest receipts purchased between April 1, 2021 - August 31, 2023. FY 2021 Award: $6,800. County Cost: $6,800. Total Cost for 17 Bullet Proof Vests: $13,600. (Renewal) 07:10

CITY/COUNTY HEALTH DEPARTMENT


Motion carries 3-0 to approve items on the consent agenda 09:29

Agenda Item #1
Motion to Approve or Disapprove:

Contract 22-33: Acceptance of the Body Worn Camera Grant Award #28568803. Funding will be used for body cameras, installation and training for the Cascade County Sheriff's Office. Effective: January 1, 2022 - December 31, 2024. Total Federal Award: $100,000.00 (County Match: $100,000.00) (reimbursable)

Undersheriff Cory Reeves presented this grant award. 9:58

Commissioner Ryan made a MOTION to approve Contract 22-33, Body Worn Camera Grant Award. Motion carries 3-0 19:49

Agenda Item #2
Motion to Approve or Disapprove

Contract 22-34: United Materials Bid Proposal for the Black Eagle Overlay Project. Total Cost: $1,429,530.50

Les Payne read the background for this contract. 08:46
Commissioner Ryan made a **MOTION** to approve Contract 212-34 a bid proposal from United Materials, to overlay schedules 1, 2 & 3 of Black Eagle Roads, for a total cost of $1,429,530.50 and instruct staff to complete the contracting process. **Motion carries 3-0 19:25**

**Agenda Item #3**
Motion to Approve or Disapprove  
**Contract 22-37:** TD&H Engineering Proposal for Engineering Services for Roof Replacement at MT ExpoPark for the Pacific Steel & Recycling Arena and the Exhibition Hall. Total Cost: $132,000.00

Les Payne read the background for this bid proposal. **00:21**

Commissioner Ryan made a **MOTION** to approve Contract 22-37, bid proposal from TD&H Engineering for engineering services relating to the design and construction, for the roof replacement of approximately 100,000 square feet of the Pacific Steel & Recycling Arena & the Exhibition Hall, both located at MT ExpoPark at 400 3'd St NW, Great Falls, MT, for a total cost to Cascade County of $132,000.00 and instruct staff to complete the contracting process. **Motion carries 3-0 20:32**

**Agenda Item #4**
Motion to Approve or Disapprove  
**Contract 22-36:** MT Department of Commerce Montana Coal Endowment Program MT-MCEP-CG-23-248, Project: Replacement of the Armington Bridge. Total Award shall not exceed: $750,000.00 **23:25**

Les Payne read the background for this contract. **23:51**

Commissioner Ryan made a **MOTION** to approve Contract #22-36 MT Department of Commerce MCEP Program Contract #MT-MCEPCG-23-248 in the amount of $750,000. **26:51**

**Agenda Item #5**
Motion to Approve or Disapprove  
**Contract 22-39:** Purchase one (1) 18'Trailer, 3-Station Restroom/Shower Combo from Satellite Industries, Inc. for use at ExpoPark. Total Cost: $61,418.00

Les Payne read the background for this contract. **23:51**

Commissioner Ryan made a **MOTION** to approve Contract #22-39, for the purchase of one 18'Trailer, 3-Station Restroom/Shower Combo, from Satellite Suites, for a total cost to Cascade County of $61,418.00 **Motion carries 3-0 29:01**

**Agenda Item #6**
Motion to Approve or Disapprove  
**Contract 22-41:** Building for Lease or Rent Application, Proposed: Mini Storage Facility. Location: 38 Sapphire Lane, Great Falls, MT, Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision, Section 13, Township 20 North, Range 04 East, P.M.M., Cascade County, MT Applicant: Keith Schermele **29:10**
Amber Hobbs presented this mini storage facility. 29:19

Commissioner Ryan made a MOTION to adopt the Staff Report, and approve the one (1) mini-storage building with 8 units, one (1) mini-storage building with 15 units, one (1) mini-storage building with 11 units, one (1) mini-storage building with 14 units, one (1) mini-storage building with 10 units, one (1) mini-storage building with 20 units, and one (1) mini-storage building with 15 units on Parcel #2645640 with Geocode 02-3016-13-4-01-07-0000, legally described as Lot 4, Block 1 of the Foothills Ranch Commercial Subdivision in Section 13, Township 20 North, Range 04 East, P.M.M., Cascade County, MT, subject to the following conditions:
1) The Applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits and approvals. Motion carries 3-0 39:01

Agenda Item #7
Motion to Approve or Disapprove
Contract 22-40: Building for Lease or Rent Application, Storage Facility
Location: 3100 Old Havre Highway, Black Eagle, MT, 456 Parcel #2607900 Tract A, in Section 36, Township 21 North, Range 03 East, P.M.M. Cascade County, MT Applicant: Black Eagle Storage, LLC

Kevin Angland presented this storage facility. 40:07

Commission conversation. 45:35

Commissioner Ryan made a MOTION to adopt the Staff Report and approve that the three (3) storage buildings with 29-units per building, located on Parcel # 2607900 with Geocode 02-3138-36-1-02-06-0000 be subject to the following conditions:
1. The applicant must obtain any other required Federal, State or County permits and/or approvals and comply with the regulations associated with any other permits and/or approvals. Motion carries 3-0 47:22

Agenda Item #8
Motion to Approve or Disapprove
Resolution 22-23: Budget Appropriation within the Delivered Meal Program Fund #2983, recognizing the revenue from the Wilbert Graf bequest for Meals on Wheels and to transfer the donation for Delivered Meal Program to capital reserves. Total Amount: $108,890. (Ref: Resolution 21-77, R0422693)

Kim-Thiel Schaaf presented this resolution by recognizing a donor to the Meals on Wheels program. 47:49

Commissioner Ryan made a MOTION to approve Resolution #22-23 Budget Appropriation to account for the bequest from Mr. Wilbert Graf (Ref Resolution 22-17). 52:11

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

Adjournment: Chairman Briggs adjourned this Commission Meeting at 10:25 a.m.
Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on May 10, 2022.

**COMMISSION MINUTES JOURNAL # 62**

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

**Staff Present:** Les Payne – Public Works Director, Mary Embleton – Budget Officer, Carey Ann Shannon Chief Deputy County Attorney, Kevin Angland, Chrissy Woods-CCSO, Undersheriff Reeves, Bonnie Fogerty Commission office, and Marie Johnson Deputy Clerk & Recorder

**Public Members Present:** none

**Zoom Attendees:** Phoebe Marcinek, Nicole Girten, Jennifer Quick, Rae Grulkowski, and Nate- KRTV.

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

**Consent Agenda Items:**

| Resolution 22-25: Budget Appropriation within the Public Safety Grant Fund #2918 increasing budget to purchase body worn cameras funded by a U.S. Department of Justice Grant #2020-BC-BX-K001. Total Amount: $100,000. (Ref: Contract 22-33) | CCSO 01:03 |
| Resolution 22-26: Budget Appropriation within the Homeland Security Grant Fund #2929 increasing budget for purchase of a Mobile Command Vehicle. Total Amount: $286,126. (Ref: Contract 21-157, R0419339) | CCSO 02:23 |
| Resolution 22-27: Budget Appropriation within the General Fund #1000 for increased activity in the Emergency Snow Removal program. Total Amount: $77,700 | Commissioners 03:28 |
| **Contract 22-46:** Contract with Ivers Construction of Great Falls to replace the two (2) non-functioning fire hydrants located within the ExpoPark. Total Cost: $26,372. | Public Works 06:36 |
| **Contract 22-47:** License Agreement between Dennis W. Skinner and Cascade County. Cascade County will be extracting and producing road mix gravel for rebuilding and maintaining the county roads in the Western area of the county. Legal Description: Section 9, Township 21N, Range 02W, Geocode: 02-3134-09-3-03-01-0000, Totalizing: 42 acres. Cost: $7,000/per acre. (5-year term) | Public Works 09:08 |

**AGENDA—**

Agenda Item #1 will be a Motion to Approve or Disapprove

Agenda Item #2 will be a
Motion to Approve or Disapprove

Agenda Item #3 will be a
Motion to Approve or Disapprove
**Contract 22-45:** Contract with Nomad GCS Company for a Mobile Command Vehicle. Total Cost not to exceed: $577,845. Funding is based upon a Grant Award from FEMA through MT DES. 16:18 Undersheriff Reeves- CCSO presented.

Agenda Item #4 will be a
Motion to Approve or Disapprove
**Contract 22-48:** Contract with Weaver Grain LLC of Conrad MT to remove the old EFIS and install new metal siding onto the Pacific Steel & Recycling Arena and the Exhibition Hall located at ExpoPark. Total Cost: $76,434. 17:56 Les Payne- Public works presented.

Agenda Item #5 will be a Public Hearing
**Resolution 22-24:** Discontinuing an alleyway running north to south between Lots 1A-3A, 4-8 and Lots 9-16, within Block 6, approximately 400 feet long and 15 feet wide, within the platted townsite of Brown in the NW ¼ of Section 18, Township 19 North, Range 05 East, P.M.M., Cascade County, Montana. Initiated by: Jim & Mary Embleton 21:04 Kevin Angland-Planner presented.

There were no additional items to add to the meeting.

**Adjournment:** Chairman Briggs closed the work session meeting at 2:14 p.m.
CASCADE COUNTY COMMISSION MEETING  
April 26, 2022  
Via Zoom and Conference room attendees  
9:30 A.M.  

Commission  
Journal #62

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on May 10, 2022.

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

Staff: Captain Scott VanDyken, Chrissy Wood- CCSO, Carey Ann Haight- Chief Deputy Attorney, Phoebe Marcinek-County Attorneys, Les Payne- Public Works, Kevin Angland-Planner, Charity Yonker- Planning Director, Diane Heikkla- Treasurer, Mary Embelton-Finance, Bonnie Fogerty-Commission and Marie Johnson -Deputy Clerk & Recorder


Call to Order: Chairman Briggs called the meeting to order. 00:02

Reading of the Commissioners’ calendar: Bonnie Fogerty read the calendar. 00:18

Purchase orders and accounts payable checks: See agenda for payment information. Commissioner Larson made a MOTION to approve purchase orders and accounts payable warrants. Motion carries 3-0 02:35

Treasurers Report: Diane Heikkla read the treasurers report. 03:14

Commission comments on the treasurer’s report. 05:50

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

Approval of the Minutes and Consent Agenda Items: Commissioner Larson made a MOTION to (A) Approve minute entries April 6, 2022. (B) Approval of Routine Contracts as follows:

Resolution 22-25: Budget Appropriation within the Public Safety Grant Fund #2918 increasing budget to purchase body worn cameras funded by a U.S. Department of Justice Grant #2020-BC-BX-K001. Total Amount: $100,000. (Ref: Contract 22-33) 07:08


Resolution 22-27: Budget Appropriation within the General Fund #1000 due to increased activity in the Emergency Snow Removal program. Total Amount: $77,700. 07:50

Contract 22-46: Contract with Ivers Construction of Great Falls to replace the two (2) nonfunctioning fire hydrants located within the ExpoPark. Total Cost: $26,372. 08:25
**Contract 22-47**: License Agreement between Dennis W. Skinner and Cascade County.
Cascade County will be extracting and producing road mix gravel for rebuilding and maintaining the county roads in the Western area of the county. Legal Description: Section 9, Township 21N, Range 2W, Geocode: 02-3134-09-3-03-01-0000, Totaling: 42 acres. Cost: $7,000/per acre. (5-year term) 08:42
Motion carries 3-0 to approve items on the consent agenda 10:07

**Agenda Item #1**
**Motion to Approve or Disapprove**
Captain Scott VanDyken presented this grant. 10:35
Commissioner Ryan made a MOTION to approve Contract #22-44, acceptance of 2020 State Homeland Security Program Tactical Night Vision Project. Motion carries 3-0 12:07

**Agenda Item #2**
**Motion to Approve or Disapprove**
**Resolution 22-28**: Budget Appropriation within the Homeland Security Grant Fund #2929 for the Tactical Night Vision project to purchase Night Vision Googles.
Total Amount: $102,901. (Ref: Contract 22-44) 13:03
Chrissy Wood, Accountant for the Sheriff’s Office stated that this is the appropriation of the previous grant presented by the captain. 13:13
Commissioner Larson made a MOTION to approve Resolution 22-28 increasing expenditures and revenues in fund 2929-486 as per grant award contract. 13:34
Motion carries 3-0 13:51

**Agenda Item #3**
**Motion to Approve or Disapprove**
**Contract 22-45**: Contract with Nomad GCS Company for a Mobile Command Vehicle.
Total Cost not to exceed: $577,845. Funding is based upon a Grant Award from FEMA through MT DES. 14:12
Captain Scott VanDyken presented this contract for the purchase of a mobile command vehicle. 14:27
Commission discussion on this item. 15:03
Commissioner Ryan made a MOTION to approve Contract 22-45 mobile command vehicle contract with Nomad GCS Company.
Julie Bass- Public member had questions. 16:46
Motion carries 3-0 19:15

**Agenda Item #4**
**Motion to Approve or Disapprove**
**Contract 22-48**: Contract with Weaver Grain LLC of Conrad MT to remove the old EFIS and install new metal siding onto the Pacific Steel & Recycling Arena and the Exhibition Hall located at ExpoPark. Total Cost: $76,434. 19:28
Les Payne presented this contract. 19:39
Commissioner Larson made a MOTION to approve Contract 22-48, for Weaver Grain LLC, of Conrad Montana, to remove EFIS, and install new metal siding onto the Pacific Steel &
Recycling Arena and the Exhibition Hall located at the Expo Park, for a total cost to Cascade County of $76,434.00 Motion carries 3-0 22:35

Agenda Item #5
Public Hearing- to discontinue one alleyway
Close the Commission Meeting:
Chairman Briggs closed the Regular Commission Meeting at 9:53 a.m.
Open the Public Hearing:
Chairman Briggs opened the Public Hearing at 9:42 a.m.
Waived Reading of Public Notice:
The reading of the Public Notice was waived without objection. 23:25 (See Exhibit A)
Staff Report:
Kevin Angland Planner provided a Staff Report. 23:32
Chairman Briggs requested written testimony:
There was no written testimony.
Call for Proponents:
Chairman Briggs called for proponents in which-
Mary Embleton, spoke as applicant and in favor of this alley discontinuance. 27:50
Chairman Briggs called for Proponents, three times with no additional responses. 29:15
Call for Opponents:
Chairman Briggs called for Opponents, three times with no response. 29:30
Call for Informational Witnesses:
Chairman Briggs called for Informational Witnesses, three times with no response. 29:38
Close to Public Hearing:
Chairman Briggs closed the Public Hearing at 10:00 a.m.
Resume Regular Commission Meeting:
Chairman Briggs re-opened the Commission Meeting at 10:00 a.m.
Chairman Briggs called for a motion.
Commissioner Larson made a MOTION to approve Resolution 22-24: Discontinuing an alleyway running north to south between Lots 1A-3A, 4-8 and Lots 9-16, within Block 6, approximately 400 feet long and 15 feet wide, within the platted townsite of Brown in the NW ¼ of Section 18, Township 19 North, Range 05 East, P.M.M., Cascade County, Montana, as described by the incorporated map subject to the two (2) following conditions.
1. The discontinued alley reverts to the ownership of the adjacent property owners, with the concurrence of said property owners.
2. The petitioner causes to be filed an Amended Plat delineation the boundaries of the affected property within six (6) months of the date of the resolution to discontinue said person of alley. Motion carries 3-0 32:26
Closing comments from the Commission. 31:09

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103) People listed below spoke at this meeting. The timestamps below are indicated for reference to indicate when each person began speaking. During this public comment period conversations occurred, and questions were acknowledged, these are not timestamped. In addition, addresses were not given as common practice- all speakers introduced themselves as Cascade County Residents.

Julie Bass 32:44
Ben Forsyth 36:53
Nancy Donovan 52:48
Steve Zabawa (Zoom Attendee) 55:26
Mike Sheer 1:00
Lewis Zanto 1:01
Lola Sheldon-Galloway 1:01
Beth Morrison 1:07
Carol Robinson 1:09
Jonathan Martin 1:09
Betty Filius 1:10
Sharon Thompson 1:11
Daniel Nelson 1:12
Julie Bass 1:13
Closing comments from the Commission 1:15-1:18
Adjournment: Chairman Briggs adjourned this Commission Meeting at 10:50 a.m.
ITEM: Budget Appropriation to increase 2929-378 for the Montana State Homeland Security Program, Cascade County – CDVE Local Program Development 2021

INITIATED & PRESENTED BY: Chrissy Wood
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Resolution 22-29

BACKGROUND:
The Cascade County Sheriff's Office is seeking approval to increase expenditures and revenues in 2929-378 for the Montana State Homeland Security Program, Cascade County – CDVE Local Program Development 2021. Contract 22-20, R0426836 grant award amount is for $215,000.00. This is a 100% reimbursement grant for the below listed time frame. This grant will be used to fund the new Crime Prevention Analyst position at the Cascade County Sheriff's Office. This budget appropriation will cover the expenses for fiscal year 2022. The award number is EMW-2021-SS-00042, for accounting purposes the CFDA number is: 97.067.

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

AMOUNT: Reimbursement to CCSO $23,140.00

RECOMMENDATION: Approval of Resolution 22-29

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission approve Resolution 22-29, increasing expenditures and revenues in Fund# 2929-378 in the amount of $23,140.00

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission disapprove Contract 22-29, increasing expenditures and revenues in Fund# 2929-378 in the amount of $23,140.00.
BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET APPROPRIATION WITHIN
CASCADE COUNTY HOMELAND SECURITY GRANT FUND #2929-378
FOR CDVE LOCAL PROGRAM DEVELOPMENT 2021

RESOLUTION 22-29

WHEREAS, the Commission passed Resolution 21-48 Adopting the Final Budget for FY2022 on September 7, 2021 as per MCA 7-6-4020 for all funds including Fund #2929 Homeland Security Grants Fund; and

WHEREAS, Cascade County Sheriff's Office received a grant award for CDVE Local Program Development to fund a Crime Prevention Analyst via contract 22-20 on March 8, 2022 in the amount of $215,000 effective January 24, 2022 through September 30, 2023 from MT DES Homeland Security; and

WHEREAS, the Cascade County Sheriff's Office wishes to only appropriate funding through fiscal year 2022 in the amount of $23,140 through June 30, 2022; and

WHEREAS, a budget amendment in Fund 2929-378 is necessary to increase expenditures in the amount of $23,140 to be offset by reimbursement grant revenue of $23,140 to fund the Crime Prevention Analyst position; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2021, 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 10th day of May, 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

ATTEST:

CLERK & RECORDER/AUDITOR
mke
REQUEST FOR BUDGET APPROPRIATION

Date: 4/25/2022
To: Cascade County Board of Commissioners

Program Name: CDVE Local Crime Development
CFDA #: 97.067
Contract #: 22-20
Responsible Department: Sheriff’s Office/ADC
Prepared by: Chrissy Wood

Please approve the following budget changes:

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Revenues

| Acct # | 2929 | 378  | -       | -       | 33.300          | 23,140              | 23,140         |
| Acct # |       |      | -       | -       | 0               | 23,140              | 23,140         |

Explanation of budget changes:
MT DES awarded CCSO $215,000.00 for a Crime Prevention Analyst from 1/24/22 - 9/23/2023. The Appropriation will cover FY 22 wages, benefits, travel, training, and supplies. CCSO will budget accordingly in FY23. The new Analyst will start May 30, 2022 so CCSO budgeted 3 pay periods in FY22.

Changes authorized by:

Department Head Signature or Date
Elected Official Signature

Cory Reeves
Print Name
## Budget View Settings

**Options**
- [ ] Grant Year
- [ ] Responsible Individuals
- [ ] GL Accounts

## Budget

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# Budget Performance Report

Fiscal Year to Date 04/19/22

Include Rollup Account and Rollup to Object

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Grand Totals

Run by SHF-Chrisy on 04/19/2022 12:25:36 PM
## Obligating Document for Award

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<td></td>
<td>3800 Ulm North Frontage Road</td>
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Burke Honzel, Preparedness Bureau Chief, Authorized Organizational Representative
State Homeland Security Program (SHSP)

FY 21 Award Letter

Jesse Slaughter
Cascade County Sheriff's Office
3800 Ulm North Frontage Road
Great Falls, MT 59404.

Sheriff Slaughter.

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

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

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

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

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

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

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

Delila Bruno
Administrator
Montana Disaster and Emergency Services

CC Scott Van Dyken
### AGREEMENT ARTICLES
State Homeland Security Program

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

### TABLE OF CONTENTS

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<tr>
<th>Article</th>
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<tbody>
<tr>
<td>Article I</td>
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<td>Article II</td>
<td>Acceptance of Post Award Changes</td>
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<tr>
<td>Article III</td>
<td>Prior Approval for Modification of Approved Budget</td>
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<tr>
<td>Article IV</td>
<td>Disposition of Equipment Acquired Under the Federal Award</td>
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<tr>
<td>Article V</td>
<td>Assurances, Administrative Requirements, Cost Principles, Representation and Certifications</td>
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<tr>
<td>Article VI</td>
<td>DHS Specific Acknowledgements and Assurances</td>
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<td>Article VII</td>
<td>Acknowledgement of Federal Funding from DHS</td>
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<td>Article VIII</td>
<td>Activities Conducted Abroad</td>
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<td>Age Discrimination Act of 1975</td>
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<td>Americans with Disabilities Act of 1990</td>
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<td>Article XI</td>
<td>Best Practices for Collection and Use of Personally Identifiable Information (PII)</td>
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<td>XVI</td>
<td>Drug-Free Workplace Regulations</td>
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<td>Duplication of Benefits</td>
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<td>False Claims Act and Program Fraud Civil Remedies</td>
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<td>Lobbying Prohibitions</td>
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<td>XXVII</td>
<td>National Environmental Policy Act</td>
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<tr>
<td>XXVIII</td>
<td>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</td>
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<td>XXIX</td>
<td>Non-Supplanting Requirement</td>
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<td>Notice of Funding Opportunity Requirements</td>
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<td>XXXI</td>
<td>Patents and Intellectual Property Rights</td>
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<td>XXXII</td>
<td>Procurement of Recovered Materials</td>
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<td>XXXIII</td>
<td>Rehabilitation Act of 1973</td>
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<td>XXXIV</td>
<td>Reporting of Matters Related to Recipient Integrity and Performance</td>
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<td>XXXV</td>
<td>Reporting Subawards and Executive Compensation</td>
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<td>Terrorist Financing</td>
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Article XXXVIII | Trafficking Victims Protection Act of 2000

Article XXXIX | Universal Identifier and System for Award Management

Article XL | USA Patriot Act of 2001

Article XLI | Use of DHS Seal, Logo and Flags

Article XLII | Whistleblower Protection Act

Article XLIII | Environmental Planning and Historic Preservation

Article XLIV | MT DES Specific Acknowledgements and Assurances

Article XLV | Accruals

Article XLVI | Authorized Representative

Article XLVII | Nationwide Cybersecurity Review

Article I - Summary Description of Award

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

Article II - Acceptance of Post Award Changes

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

Article III - Prior Approval for Modification of Approved Budget

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

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

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

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

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

Article VI - DHS Specific Acknowledgements and Assurances

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

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

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

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

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

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

Article VII - Acknowledgement of Federal Funding from DHS

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

Article VIII - Activities Conducted Abroad

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

Article IX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975)
(codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article X - Americans with Disabilities Act of 1990**


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

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

**Article XII - Civil Rights Act of 1964 - Title VI**

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

**Article XIII - Civil Rights Act of 1968**

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

**Article XIV - Copyright**

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

**Article XV - Debarment and Suspension**

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

**Article XVI - Drug-Free Workplace Regulations**


**Article XVII - Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

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

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XIX - Energy Policy and Conservation Act

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

Article XX - False Claims Act and Program Fraud Civil Remedies

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

Article XXI - Federal Debt Status

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

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXIII - Fly America Act of 1974

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

Article XXIV - Hotel and Motel Fire Safety Act of 1990


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

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

Article XXVI - Lobbying Prohibitions

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

Article XXVII - National Environmental Policy Act

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

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

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

Article XXIX - Non-Supplanting Requirement

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

Article XXX - Notice of Funding Opportunity Requirements

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

Article XXXI - Patents and Intellectual Property Rights

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

Article XXXII - Procurement of Recovered Materials

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

Article XXXIII - Rehabilitation Act of 1973

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

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

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

**Article XXXV** - **Reporting Subawards and Executive Compensation**

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

**Article XXXVI** - **SAFECOM**

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

**Article XXXVII** - **Terrorist Financing**

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

**Article XXXVIII** - **Trafficking Victims Protection Act of 2000**

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

**Article XXXIX** - **Universal Identifier and System for Award Management**

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

**Article XL** - **USA Patriot Act of 2001**

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

**Article XLI** - **Use of DHS Seal, Logo and Flags**

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

**Article XLII** - **Whistleblower Protection Act**

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

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

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

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

Article XLIV - MT DES Specific Acknowledgements and Assurances

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

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

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

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

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

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

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

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

Article XLV - Accruals

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

Article XLVI – Authorized Representative

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of Cascade County Sheriff's Office. This individual shall be duly authorized with all necessary powers with regard to the administration and oversight of the 2021 State Homeland Security Program grant, 21HS-CCSO. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.067.
Recipients and subrecipients of FY 2021 grant awards will be required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 3-6 hours to complete. The 2021 NCSR will be open from October – December 2021.
BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

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

Attest

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

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
   Josh Racki, County Attorney
   DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.
May 10, 2022

Resolution 22-30

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 22-30

BACKGROUND:

The Cascade County Attorney has been offered assistance from the Attorney General’s Prosecution Services Bureau with regard to a criminal prosecution in Cascade County, State v. Zachary Konopka, ID22-02096. Due to the Attorney General’s Office having been appointed as Special Prosecutors in a similar case involving the same defendant out of Wheatland County, the Cascade County Attorney’s Office is willing to accept such assistance in this case.

The Cascade County Attorney’s Office, pursuant to MCA § 44-4-111, the training coordinator for county attorneys and the bureau chief of Prosecution Services Bureau (together with the deputies within said bureau) are empowered to act as special counsel upon authorization by the county commissioners. Mont. Code Ann. § 7-4-2401 (1) authorizes the County Attorney to appoint as many deputies or assistants as may be necessary for the faithful and prompt discharge of the duties of the office. Assistant Attorney General Michael Gee, and other Assistant Attorney Generals as may be needed, seek appointment in this instance to serve as a special deputy county attorney in this case.

Cascade County will bear costs associated with the prosecution, but not attorney fees, nor any other related fees or expenses, such as travel, lodging, per diem, incidental to this appointment.

RECOMMENDATION: Approval of Resolution 22-30.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chair, I move that the Commission approve Resolution 22-30 authorizing the appointment of Assistant Attorney General Michael Gee, and other Assistant Attorney Generals as may be needed, as a special prosecutors in the matter of State v. Zachary Konopka ID 22-02096.

MOTION TO DISAPPROVE:
Mr. Chair, I move that the Commission disapprove Resolution 22-30.
BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

IN RE: RESOLUTION TO APPOINT
A SPECIAL DEPUTY COUNTY ATTORNEY

RESOLUTION 22-33

WHEREAS, the Cascade County Attorney has an opportunity to accept prosecutorial assistance in the matter of State v. Zachary Konopka, ID22-02096; and,

WHEREAS, due to the Attorney General’s Office handling a similar prosecution out of Wheatland County involving the same defendant, it is desired and deemed appropriate that Assistant Attorneys General with the Attorney General’s Office be appointed as special deputy county attorneys to assist in handling prosecution issues in 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 Assistant Attorney General Michael Gee and of the Prosecution Services Bureau of the Montana Attorney General’s Office, and other Assistant Attorney Generals as may be necessary, are hereby appointed as special deputy county attorneys 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 Michael Gee, and other Assistant Attorney Generals as may be necessary, along with travel, meals, lodging, secretarial assistance, and all other expenses incidental to the appointment as special deputy county attorneys 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.
DATED this 10th day of May, 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, 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.
May 10, 2022

Resolution 22-31

Agenda Action Report

Prepared for the
Cascade County Commission

ITEM

A Resolution increasing funds within the Cascade County Bridge and Road Safety and Accountability (BaRSAA) Program

INITIATED & PRESENTED BY

Les Payne, Public Works Director

ACTION REQUESTED

Approval of Resolution 22-31

BACKGROUND

Resolution 22-20 was approved at the March 22, 2022 Commission meeting for the 2022 Bridge and Road Safety & Accountability Act (BaRSAA) funds to be used on the preventative maintenance overlay, width, and crown preservation treatments, of approximately 7,798 Lineal Feet (LF), of Giant Springs Road. Total MDT funds requested: $251,587.69. A 5% County match ($12,579.38) is required and has been budgeted from Road Services Raw Materials (2110-218-C0200-400.450).

RECOMMENDATION

Approval of Resolution 22-31 a budget appropriation of revenues and expenditures in the amount of $251,588 for the Distribution of Bridge and Road Safety and Accountability (BaRSAA) Program.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commissioners APPROVE Resolution 22-31, a budget appropriation of revenues and expenditures in the amount of $251,588 for the Distribution of Bridge and Road Safety and Accountability (BaRSAA) Program.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commissioners DISAPPROVE Resolution 22-31, a budget appropriation of revenues and expenditures in the amount of $251,588 for the Distribution of Bridge and Road Safety and Accountability (BaRSAA) Program.
BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET APPROPRIATION WITHIN CASCADE COUNTY BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY (BaRSAA) PROGRAM

RESOLUTION 22-31

WHEREAS, the State of Montana increased Fuel Tax specifically for the Bridge and Road Safety and Accountability (BaRSAA) Program via House Bill 473 effective July 1, 2017 providing additional funding for county roads and bridges; and

WHEREAS, Cascade County's allocation for the Fiscal Year 2022 is $251,587.69 for which the County submitted an eligible project via Resolution 22-20 and requested distribution of their allocation for payment; and

WHEREAS, a budget amendment is necessary to appropriate revenues and expenditures in the amount of $251,588 to recognize the BaRSAA distribution received towards the eligible road project; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2021, 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 that the appropriation is to be made as detailed in Attachment A;

Dated this 10th Day of May, 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

JOE BRIGGS, CHAIRMAN

JAMES L. LARSON, COMMISSIONER

DON RYAN, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR

mke
BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

IN THE MATTER OF A BUDGET APPROPRIATION
WITHIN CASCADE COUNTY BRIDGE AND ROAD
SAFETY AND ACCOUNTABILITY (BarSAA) PROGRAM

RESOLUTION 22-31

WHEREAS, the State of Montana increased Fuel Tax specifically for the Bridge and Road Safety and Accountability (BarSAA) Program via House Bill 473 effective July 1, 2017 providing additional funding for county roads and bridges; and

WHEREAS, Cascade County’s allocation for the Fiscal Year 2022 is $251,587.69 for which the County submitted an eligible project via Resolution 22-20 and requested distribution of their allocation for payment; and

WHEREAS, a budget amendment is necessary to appropriate revenues and expenditures in the amount of $251,588 to recognize the BarSAA distribution received towards the eligible road project; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2021, the Board of County Commissioners has the power to appropriate funds within the budget; and

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

Dated this 10th Day of May, 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

JOE BRIGGS, CHAIRMAN

JAMES L. LARSON, COMMISSIONER

DON RYAN, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke
REQUEST FOR BUDGET APPROPRIATION

Date: 5/3/2022
To: Cascade County Board of Commissioners

Program Name: BARSAA - (Road)

CFDA #
Contract #
Responsible Department: Public Works

Prepared by: Gayle Fellows

Please approve the following budget changes:

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Explanation of budget changes:
Appropriate funds from the BARSAA Gas Tax Allocation Program received in April 2022.

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March 22, 2022

Resolution 22-20

Agenda Action Report

Prepared for the
Cascade County Commission

ITEM
A resolution requesting Distribution of Bridge and Road Safety and Accountability Program Funds

INITIATED & PRESENTED BY
Les Payne, Public Works Director

ACTION REQUESTED
Approval of Resolution 22-20

BACKGROUND
This resolution is to approve the 2022 Distribution of Bridge and Road safety and Accountability Program Funds, also known as BARSA. The 2022 funds to be used on the preventative maintenance overlay, width, and crown preservation treatments, of approximately 7,798 Linear Feet (LF), of Giant Springs Road. Total MDT funds requested: $251,587.69. A 5% County match ($12,579.38) is required and has been budgeted from Road Services Raw Materials (2110-218-C0200-400.450).

RECOMMENDATION
Approval of Resolution 22-20 requesting distribution of Bridge and Road Safety and Accountability Program Funds.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commissioners APPROVE Resolution 22-20, a resolution requesting Distribution of Bridge and Road Safety and Accountability Program Funds.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commissioners DISAPPROVE Resolution 22-20, a resolution requesting Distribution of Bridge and Road Safety and Accountability Program Funds.
ITEM: Great Falls Public School District
Contract Reimbursement for Teacher Services

INITIATED AND PRESENTED BY: Shanna Bulik-Chism - Administrator
Cascade County Juvenile Detention Center

ACTION REQUESTED: Approval of Contract 22-49

BACKGROUND:
The purpose of this agreement is to contract with the Great Falls Public School District (GFPS) for reimbursement of one (1) full time, year-round certified teacher to provide educational services to youth incarcerated at the Cascade County Juvenile Detention Center. Currently the County employs one (1) Teacher and GFPS employs one (1) Teacher. This contract would place both teachers under the employ of GFPS district, with the County reimbursing GFPS for one (1) teacher annually. The cost of County reimbursement to the District would be up to the sum of $70,000 based on the current Step, Education, and accrued semester hours of one (1) teacher on June 30, 2023 and June 30, 2024.

RECOMMENDATION: Approval of Contract #22-49.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission APPROVE Contract #22-49 between the Cascade County Juvenile Detention Center and the Great Falls Public School District for reimbursement of one (1) full time, year-round certified teacher to provide educational services to incarcerated youth at a cost of up to the sum of $70,000 annually for FY23 and FY24.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission DISAPPROVE Contract #22-49 between the Cascade County Juvenile Detention Center and the Great Falls Public School District for reimbursement of one (1) full time, year-round certified teacher to provide educational services to incarcerated youth at a cost of up to the sum of $70,000 annually for FY23 and FY24.
TERMS

1. **Contract Term:** The initial term of the Contract shall run retroactively from July 1, 2022, to June 30, 2024, and shall thereafter automatically renew for successive 24-month terms unless the Contract is Terminated or Amended according to Paragraphs 10 and 13 hereof.

2. **Scope of Services:**
   a) GFPS shall provide two (2) duly certified and licensed teachers for in-house educational instruction of youth and juvenile offenders detained at the CCJDC.
   b) CCJDC shall provide training to the teachers on all federal, state and local guidelines that must be adhered to.
   c) Said teachers shall at all times and for all purposes for the duration of this agreement be deemed employees of GFPS and in good standing with GFPS including compliance with the terms and conditions of teachers' GFPS contract and GFPS employee expectations.
   d) Said teachers shall provide a minimum of 180 days of student instruction under this agreement and shall also fulfill teachers' GFPS contract obligation to receive 7 days of professional development to be provided for by GFPS.
   e) Except as otherwise provided for by CCJDC management, student instruction at the CCJDC shall be provided for 187 contracted days, Monday through
Thursday during the hours of 7:00 a.m. to 3:00 p.m. per calendar year, inclusive of days in June through August when GFPS is otherwise not in regular scholastic session. Time off for teachers shall be at the mutual agreement of the CCJDC and GFPS.

f) In consideration of and consistent with State and Federal law and policy and CCJDC policy and procedure, CCJDC shall have the exclusive right to determine the day, time, and place of student instruction.

g) Said instruction shall be provided by group and individual instruction as GFPS deems necessary. Student instruction at the CCJDC shall include, at a minimum, the following subjects: English or Language Arts, Mathematics, Social Studies or History, and Science.

h) GFPS shall provide for curriculum and course work review by a “Highly Qualified Instructor” for all subjects in which said teacher is not sufficiently qualified so that work successfully performed by CCJDC students shall be eligible for proper credit by the Great Falls Public School District.

i) GFPS shall provide Special Education Services for qualifying CCJDC youth and juvenile offenders who may have or need an IEP.

j) GFPS shall provide textbooks, internet-based study options, and other necessary and related supplies.

k) GFPS shall ensure that teachers complete and file as necessary all reports needed for the CCJDC and GFPS.
I) GFPS shall ensure that teachers collaborate as required with the appropriate educational partners, including but not limited to Paris Gibson Education Center, in necessary communications and the awarding and transcription of credits earned.

m) The CCJDC and GFPS shall mutually provide office space and/or a working area for the teachers.

n) The CCJDC shall work with GFPS' federal program staff to meet all federal funding requirements under Title 1A and Title IV requirements. This includes participation in state and district training as well as collaboration on funding for teacher training and supplies.

3. **Budget:** The County shall provide funding to GFPS for the services of one (1) teacher as described in Scope of Services up to the sum of SEVENTY THOUSAND DOLLARS ($70,000) based on the current Step, Education, and accrued semester hours of one teacher, inclusive of insurance and benefits. Payment shall be due and payable annually commencing June 30, 2023, and on June 30 each year thereafter.

4. **Administrative Representative:** The designated representatives of the parties for purposes of administering this Contract shall be:

**GFPS:**
Brian Patrick  
Director of Business Operations  
Great Falls Public Schools  
1100 4th St South  
Great Falls, MT 59405  
406-268-6008

**County:**
Shanna Bulik-Chism  
Cascade County Juvenile Detention Center, Administrator
5. **Verification of Services:** GFPS shall maintain thorough records of all students and instruction and shall give the County, through their authorized representatives, access to and the right to examine all records, books, papers, or documents of all GFPS operations funded in whole or in part under this Contract for a period of three years following the termination of this Contract.

6. **Independent Contractor:** For the purpose of this Contract, it is understood that the parties are independent contractors and no employee or agent of one is, for any purpose of this Contract, and employee or agent of the other. Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties.

7. **Indemnification:** GFPS agrees and covenants to hold the County harmless, indemnify and defend it and its officers and agents of and from any and all claims of loss, damages or injury sustained by any person or damage to property and all expenses, including reasonable attorney’s fees incurred or thereby arising from the performance of GFPS principals, staff, agents, contractors, or employees under the provisions of this Contract.

   County agrees and covenants to hold GFPS harmless, indemnify and defend it and its officers and agents of and from any and all claims of loss, damages or injury sustained by any person or damage to property and all expenses, including reasonable attorney’s fees incurred or thereby arising from the performance of County principals, staff, agents, contractors, or employees under the provisions of this Contract.
8. **Workers Compensation Insurance**: GFPS shall obtain and maintain during the entire term of this contract workers compensation coverage sufficient to cover all teacher(s) hereunder pursuant to Montana State statues. GFPS shall provide to the County, upon request, a certificate of insurance verifying that GFPS has complied with this requirement.

9. **State and Federal Regulations**: GFPS shall perform this Contract in compliance with all applicable Montana state and federal laws, ordinances, and regulations, and shall, in particular abide by all policies and procedures in place at the CCJDC.

10. **Termination**: Either party, without cause, may terminate this Contract by giving the other party written notice by certified mail. The termination shall be effective thirty (30) days after written notice is delivered. If this Contract is so terminated, GFPS shall be paid *pro rata* for all actual services provided through the Contract’s termination date.

11. **Setoff**: Notwithstanding any provision appearing to the contrary, GFPS shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Contract by GFPS. The County may withhold payment of compensation to the GFPS for the purpose of setoff until such time as the exact amount of damage incurred by the County because of GFPS’s failure to properly perform under the Contract. This remedy of set-off shall be in addition to all other remedies available to County in law or in equity.

12. **Integrated Document**: This Contract embodies the entire agreement between the County and GFPS. No verbal agreements or conversation with any officer, agent, or employee of the County or GFPS prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in any documents comprising the
Contract. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the parties.

13. **Amendment:** This Contract may be amended only by written agreement of the parties hereto.

14. **Severability of Provisions:** If any provisions of this Contract are held invalid, the remainder of the Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. **Non-Assignability:** GFPS shall not assign any interest in this Contract and shall not transfer any interest in this Contract without written consent of the County hereto.

16. **Successor:** The parties covenant that the provisions of this Contract shall be binding upon heirs, successors, sub-contractors, representatives, and agents.

IN WITNESS WHEREOF, the parties, by and through their authorized representatives, hereto have caused this Contract to be executed on the dates set forth below.

GREAT FALLS PUBLIC SCHOOLS

[Signature]
Date: 4-21-2022

STATE OF MONTANA )
County of Cascade )

This instrument was signed or acknowledged before me on this 21 day of April 2022, by [Signature].

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

[Signature]
Cascade County Juvenile Detention Center

Dated \[\text{4/21/2022}\]

Shanna Bulik-Chism, MS/CJ Administrator

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

Jim Larson, Commissioner

Don Ryan, Commissioner

Attest

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

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR
ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.
May 10, 2022

Contract 22-50

Agenda Action Report

Prepared for the

Cascade County Commission

ITEM: Noxious Weed Trust Fund Project Grant Agreement Hound Creek WMA MDA Number 2022-026

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

ACTION REQUESTED: Approval of Contract 22-50

BACKGROUND:
The purpose of this agreement is to provide $40,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,444 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 22-50.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mister Chair, I move that the Commission approve Contract 22-50 agreement to accept $40,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,444 acres of private land within the Hound Creek Grant area.

MOTION TO DISAPPROVE:
Mister Chair, I move that the Commission disapprove Contract 22-50 agreement to accept $40,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 1,444 acres of private land within the Hound Creek Grant area.
NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
HOUND CREEK WMA 2022
MDA NUMBER 2022-026

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, 2023** 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 2022.

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 1,444 acres of noxious weeds with ground equipment as listed in the grant application,
   - reduce noxious weed infestations to a manageable and affordable level,
   - use an integrated approach to weed control which includes biocontrol, grazing and herbicide applications,
   - obtain adequate control noxious weeds as listed in the grant application,
   - 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: “T22-37 Hound Creek WMA 2022” grant proposal.
Appendix B: Amended “T22-37 Hound Creek WMA 2022” 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.
- 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 $40,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal $40,000.
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 2022-026."

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, Montana 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, 2022 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**

DocuSign by: [Signature]  
Date: April 15, 2022

[Signature]  
Date: 

Ian Foley, Administrator

354W: OPER / $40,000
May 10, 2022

Agenda Action Report  
*Prepared for the*  
Cascade County Commission

**ITEM:**  
Noxious Weed Trust Fund Project Grant  
Agreement Belt Weed Management Area MDA  
Number 2022-027

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

**ACTION REQUESTED:**  
Approval of Contract 22-51

**BACKGROUND:**  
The purpose of this agreement is to provide $17,702 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 925 acres of private land within the Belt 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 22-51.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**  
Mister Chair, I move that the Commission **approve** Contract 22-51 agreement to accept $17,702 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 925 acres of private land within the Belt Grant area.

**MOTION TO DISAPPROVE:**  
Mister Chair, I move that the Commission **disapprove** Contract 22-51 agreement to accept $17,702 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 925 acres of private land within the Belt Grant area.
NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
BELT WEED MANAGEMENT AREA 2022
MDA NUMBER 2022-027

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, 2023 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 2022.

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 925 acres of noxious weeds as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- use an integrated approach to weed control which includes biocontrol and herbicide applications,
- obtain adequate control noxious weeds as listed in the grant application,
- 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: “T22-38 Belt Weed Management Area 2022” 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.
   - 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 $17,702. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal $17,702.
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 2022-027."

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, Montana 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, 2022 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:**

<table>
<thead>
<tr>
<th>Signature - Contact Person</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
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</table>

**BY:**

<table>
<thead>
<tr>
<th>Signature - County Commissioner or Tribal Representative</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>

**BY:**

<table>
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<tr>
<th>Signature - Weed Board Chair or Other Authorized Representative</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>

**Project Funding Recipient Tax Identification Number**

**Mailing Address**

**Montana Department of Agriculture**

**BY:**

<table>
<thead>
<tr>
<th>Ian Foley, Administrator</th>
<th>April 15, 2022</th>
<th>Date</th>
</tr>
</thead>
</table>
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 2022-028

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

ACTION REQUESTED: Approval of Contract 22-52

BACKGROUND:
The purpose of this agreement is to provide $13,500 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 695 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 22-52.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mister Chair, I move that the Commission approve Contract 22-52 agreement to accept $13,500 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 695 acres of private land within the Lower Hound Creek Grant area.

MOTION TO DISAPPROVE:
Mister Chair, I move that the Commission disapprove Contract 22-52 agreement to accept $13,500 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 695 acres of private land within the Lower Hound Creek Grant area.
NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
LOWER HOUND CREEK WEED MANAGEMENT AREA 2022
MDA NUMBER 2022-028

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, 2023 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 2022.

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 695 acres of noxious weeds with ground equipment as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- use an integrated approach to weed control which includes prevention, biocontrol, grazing and herbicide applications,
- obtain adequate control noxious weeds as listed in the grant application,
- 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: “T22-39 Lower Hound Creek Weed Management Area 2022” grant proposal.
Appendix B: Amended “T22-39 Lower Hound Creek Weed Management Area 2022” 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.
   - 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 $13,500. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal $13,500.

2
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 2022-028."

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, Montana 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, 2022 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:**  
Ian Foley, Administrator  
April 15, 2022  
Date
May 10, 2022

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Noxious Weed Trust Fund Project Grant Agreement Eden Weed Management Area MDA Number 2022-033

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

ACTION REQUESTED: Approval of Contract 22-53

BACKGROUND:
The purpose of this agreement is to provide $20,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 836 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 22-53.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mister Chair, I move that the Commission approve Contract 22-53 agreement to accept $20,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 836 acres of private land within the Eden Grant area.

MOTION TO DISAPPROVE:
Mister Chair, I move that the Commission disapprove Contract 22-53 agreement to accept $20,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 836 acres of private land within the Eden Grant area.
NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
EDEN WEED MANAGEMENT AREA 2022
MDA NUMBER 2022-033

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, 2023 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 2022.

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 836 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 noxious weeds as listed in the grant application,
- use an integrated approach to weed control which includes prevention, biocontrol, grazing and herbicide applications,
- work to improve landowner participation in trainings and meetings,
- educate landowners about preventing and controlling noxious weeds including the use of biocontrol, 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: “T22-52 Eden Weed Management Area 2022” grant proposal.
   - Appendix B: Amended “T22-52 Eden Weed Management Area 2022” 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.
   - 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 $20,000. This
funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal $20,000.

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 2022-033."

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, Montana 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, 2022 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: ____________________________________________  Printed Name ___________________________  Date ____________
    Signature - Contact Person

BY: ____________________________________________  Printed Name ___________________________  Date ____________
    Signature - County Commissioner
    or Tribal Representative

BY: ____________________________________________  Printed Name ___________________________  Date ____________
    Signature – Weed Board Chair
    or Other Authorized Representative

Project Funding Recipient Tax Identification Number ______________________________

Mailing Address _________________________________________________________________

Montana Department of Agriculture

BY: [Signature]  ____________________________  April 15, 2022  ____________________________
    [Name]  ____________________________  Date ____________________________
    Administrator

354W-OPER / $20,000
May 10, 2022

Agenda Action Report
_Prepared for the_
Cascade County Commission

ITEM: Noxious Weed Trust Fund Project Grant
Agreement Soldier Creek Weed Management Area MDA Number 2022-040

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

ACTION REQUESTED: Approval of Contract 22-54

BACKGROUND:
The purpose of this agreement is to provide $30,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 874 acres of private land within the Soldier 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 22-54.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mister Chair, I move that the Commission approve Contract 22-54 agreement to accept $30,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 874 acres of private land within the Soldier Creek Grant area.

MOTION TO DISAPPROVE:
Mister Chair, I move that the Commission disapprove Contract 22-54 agreement to accept $30,000 in matching funds from the Montana Department of Agriculture to Cascade County Weed District for noxious weed control on 874 acres of private land within the Soldier Creek Grant area.
NOXIOUS WEED TRUST FUND PROJECT
GRANT AGREEMENT
SOLDIER CREEK WEED MANAGEMENT AREA
MDA NUMBER 2022-040

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, 2023 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 2022.

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 874 acres of noxious weeds as listed in the grant application,
- reduce noxious weed infestations to a manageable and affordable level,
- use an integrated approach to weed control which includes biocontrol and herbicide applications,
- obtain adequate control noxious weeds as listed in the grant application,
- 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: “T22-35 Soldier Creek Weed Management Area” grant proposal.
   Appendix B: Amended “T22-35 Soldier 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.
   - 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 $30,000. This funding is contingent upon sufficient available revenue and verification of matching funds listed in the grant application to equal $30,000.
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 2022-040."

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, 779 Vaughn S Frontage Road, Great Falls, Montana 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, 2022* 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:**

Ian Foley, Administrator

April 15, 2022

Date

354W-OPER / $30,000
May 10, 2022

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Black Eagle Culvert Improvements
(21st Street NE & Montana Avenue)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 22-55

BACKGROUND:
Cascade County Public Works Department is looking for a contractor to make water drainage improvements in the Black Eagle area. Because United Materials of Great Falls, had made the previous repairs, they are already familiar with this area and project, so it was cost effective to award this to them. This work, is for drainage improvements to 21st Street NE. & Montana Avenue NE, as described in the attached quote, for a total cost to the county of $67,000.00. The amount of this contract did not require public sealed bids, per Montana Codes Annotated.

RECOMMENDATION:
Cascade County Staff, recommends that the Board of County Commissioners award the contract to United Materials of Great Falls, Inc.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
"Mr. Chairman, I move Cascade County Commission APPROVE Contract 22-55, proposal from United Materials of Great Falls, Inc, for the culvert improvements located at 21st Street NE & Montana Avenue NE, for a total cost of $67,000.00 and instruct staff to complete the contracting process"

MOTION TO DISAPPROVE:
"Mr. Chairman, I move Cascade County Commission DISAPPROVE Contract 22-55"
CONTRACT

In consideration of the mutual promises and consideration set forth herein between United Materials of Great Falls, Montana, 59403 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. **Contract Purpose And Scope Of Contract Work:** The purpose of this contract is for the Contractor to install several new curb water inlets, on Montana Ave and 21\textsuperscript{st} St, in Black Eagle. Then install new culverts from these two inlets, East, across 21\textsuperscript{st} St, and tie into the old existing culvert, that drains into the coulee, for discharge. Work to be performed at 21\textsuperscript{st} ST NE, and Montana Ave, Black Eagle, Montana, as per the Contractor’s Estimate dated April 28, 2022, which is incorporated herein by reference, and as further directed by County through its authorized Agent, Les Payne, Director of Public Works. In the event Contractor’s bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling.

2. **Performance Standards:** Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County’s employees, agents, invitees and public.

3. **Contract Time:** Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. **Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of SIXTY-SEVEN THOUSAND, AND 00/100 DOLLARS ($67,000.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. **Contract Payment:** As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor’s application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County’s opinion the Contract Work is not accepted. If the County Withholds payment under this section, the County shall notify the Contractor of the Withholding and the reason therefor no later
than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County’s acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. **Force Majeure:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. **Insurance:** Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit A to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. **Contractor Registration:** Construction contracts greater than $2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor’s registration number is # 5498 and expires on the 9th day of Oct, 2023.

9. **Indemnification:** Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

10. **Montana Prevailing Wage Rate and Gross Receipts Tax:** Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages.

11. **General Warranty:** The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from
defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

12. **Choice of Law and Venue:** This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

13. **Entire Agreement and Modification:** This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. **Severability:** If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. **Mutual Assent and Authority:** The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this 28 day of April, 2022

**Contractor:**

United Materials

STATE OF MONTANA  )
County of Cascade  )

This instrument was signed or acknowledged before me on this ___ day of ______, 2022.

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

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

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Attest

On this __ day of __________, 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. 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.
We submit the following quotation for your consideration. If you have any questions, feel free to contact me at 453-7692.

Thank you.

**Item Description**

<table>
<thead>
<tr>
<th>Storm Drain Improvements (Montana Ave/21st Street)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exploratory Excavation To Determine Existing Elevations Of Lines (sewer/water/gas)</td>
</tr>
<tr>
<td>Furnish And Install 2 New Curb Inlets (Montana Ave/21st Street)</td>
</tr>
<tr>
<td>Furnish And Install 12&quot; RCP Across 21st Street (110 LF)</td>
</tr>
<tr>
<td>Furnish And Install 18&quot; HDPE Pipe - Supplied By Cascade County (320 LF)</td>
</tr>
<tr>
<td>Furnish And Install Street Restoration (gravel And Asphalt) On 21st Street</td>
</tr>
</tbody>
</table>

**Total Bid Price:** $67,000.00

**Notes:**
- **Both areas contain several existing underground utilities (sewer/water/gas) that must be crossed. UM cannot guarantee this design will work without first verifying the existing utility grades.**
- The above prices DO NOT include Testing, Permits or Pavement Markings.
- This quote provides for one move-in.
- Current estimated lead time for material procurement: 3-4 weeks.
- United Materials will not be responsible for damages or repairs to privately owned underground utilities (electrical, irrigation, etc.) that are not located by OneCall or by property owner.

**Payment Terms:**

United Materials will not accept credit cards for payment of contracted work or charges made on account. A finance charge of 1.50% per month (annual percentage rate of 18%) will be charged on all past due accounts (30 days).

Thank you for this opportunity to provide a quotation to you.

---

**ACCEPTED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:**

**Signature:**

**Date of Acceptance:**

---

**CONFIRMED:**

United Materials Of Great Falls, Inc.

**Authorized Signature:**

**Estimator:** David Anderson

406-799-8800 david@unitedmaterialsgft.com
CERTIFICATE OF CONTRACTOR REGISTRATION

STATUS
Employer

REGISTRATION NO.
5498

EFFECTIVE DATE
10/10/2021

EXPIRATION DATE
10/09/2023

UNITED MATERIALS OF GREAT FALLS INC
PO BOX 1690
GREAT FALLS, MT 59403-0238

Visit our website at mtcontractor.mt.gov or call the Registration Section at 406-444-7734 for more information or to verify the validity of this certificate.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PayneWest Insurance, Inc.
P.O. Box 30638
Billings, MT 59107-0638

INSURED
United Materials of Great Falls, Inc
A Member of the MCCF
PO Box 1690
Great Falls, MT 59403-1690

CONTACT NAME Jana McMillan
PHONE (406) 869-4427
FAX
ADDRESS jmcmillan@paynewest.com

INSURER(S) AFFORDING COVERAGE
Safety National Casualty Corporation
NAIC # 15105

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

<table>
<thead>
<tr>
<th>INSURED LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/SUBRO INSTD WYO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF IMMEDIATELY</th>
<th>POLICY EXP IMMEDIATELY</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
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<td>GEN'L AGGREGATE LIMIT APPLIES PER:</td>
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<td></td>
<td>AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO</td>
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<td>OWNED AUTOS ONLY</td>
<td>SCHEDULED AUTOS</td>
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<td></td>
<td>HIRED AUTOS ONLY</td>
<td>NON-OWNED AUTOS ONLY</td>
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<td></td>
<td>UMBRELLA LIABILITY</td>
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<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
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<td>DED</td>
<td>RETENTION $</td>
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</tbody>
</table>

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/PERSON EXCLUDED (Mandatory in NH)

Y | N | A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required.)

Subject to the terms and conditions of the policy as issued by the Insurance Company. SIR for Work Comp $1,000,000 per occurrence. Covers Montana State Resident Employees. All claims are administered by the Montana Contractor Compensation Fund (MCCF).

CERTIFICATE HOLDER

CANCELLATION

Cascade County Board of Commissioners
325 2nd Ave N Rm 111
Great Falls, MT 59401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Great Falls Office
PayneWest Insurance, Inc.
403 3rd Street NW, Third Floor
Great Falls, MT 59404

INSURED
United Materials of Great Falls, Inc
PO Box 1690
Great Falls, MT 59403-1690

COVERAGE

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. INSURER</th>
<th>POLICY NUMBER</th>
<th>EFFECTIVE DATE</th>
<th>EXPIRATION DATE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>CPP 0895192</td>
<td>1/1/2021</td>
<td>1/1/2022</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
<td>STOP GAP-SEE BELOW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (1a occurrence) $50,000</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td>PERSONAL &amp; ADJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COMPO/AGG $2,000,000</td>
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<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO OWNED</td>
<td>CPP 0895192</td>
<td>1/1/2021</td>
<td>1/1/2022</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<tr>
<td></td>
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<td>SCHEDULED AUTOS</td>
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<td></td>
<td>BODILY INJURY (Per person) $100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NON-OWNED AUTOS ONLY</td>
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<td>BODILY INJURY (Per accident) $100,000</td>
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<td>PROPERTY DAMAGE (Per accident) $25,000</td>
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<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>CPP 0895192</td>
<td>1/1/2021</td>
<td>1/1/2022</td>
<td>EACH OCCURRENCE $5,000,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>AGGREGATE $5,000,000</td>
</tr>
</tbody>
</table>

Workers Compensation and Employers' Liability

Any Proprietor/Partner/Executive Officer/Member Excluded? (Mandatory in NH)

If yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Stop Gap - see attached form IA450 for limits; Additional Insured, Primary Non-Contributory, and Waiver of Subrogation do not apply to this form. 

CERTIFICATE HOLDER
Cascade County Board of Commissioners
325 2nd Ave North, #111
Great Falls, MT 59401

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03)  © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE
ENDORSEMENT - MONTANA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Limits of Insurance</th>
<th>Bodily Injury By Accident</th>
<th>Bodily Injury By Disease</th>
<th>Bodily Injury By Disease</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>Each Accident</td>
<td>Aggregate Limit</td>
<td>Each Employee</td>
</tr>
</tbody>
</table>

COMMERCIAL GENERAL LIABILITY COVERAGE FORM, GA 101, is amended as follows:

1. The following is added to SECTION I - COVERAGES:

   COVERAGE D. STOP GAP LIABILITY COVERAGE

   1. Insuring Agreement

   a. We will pay those sums that the insured becomes legally obligated by Montana Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employees" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may at our discretion investigate any accident and settle any claim or "suit" that may result. But:

   (1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE of this endorsement; and

   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

   The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

   b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

   (1) The:

   (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";

   (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injury employee's employment by you; and

   (c) "Employee" at the time of the injury, was covered under a workers compensation policy and subject to a "workers compensation law" of Montana; and

   (2) The:

   (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period;

   (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employees" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

   c. The damages we will pay, where recovery is permitted by law, include damages:

   (1) For:

   (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

   IA 450 11 87 A
2. Exclusions
The insurance provided by this endorsement does not apply to:

a. Intentional Injury
"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties
Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or similar law.

d. Contractual Liability
Liability assumed by you under any contract or agreement.

e. Violation Of Law
"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of "executive officers".

f. Termination, Coercion or Discrimination
Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers' Compensation Law"
"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:
(1) Deprived of common law defenses; or
(2) Otherwise subject to penalty;
because of your failure to secure your obligations other failure to comply with any "workers' compensation law".

h. Violation Of Age Laws Or Employment Of Minors
"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:
(1) Knowingly employed by you in violation of any laws as to age; or
(2) Under the age of 14 years, regardless of any such law.

i. Federal Laws
Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:
(1) The Federal Employer's Liability Act (45 USC Sections 51-60);
(2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
(3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950); or
(4) The Outer Continental Shelf Lands Act (43 USC Sections 1331-1356);
(5) The Defense Base Act (42 USC Sections 1651-1654);
(6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Section 901-942);
(7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
(8) Any other Worker's Compensation, unemployment compensation or disability laws or any similar law; or
(9) Any subsequent amendments to the laws listed above.

j. **Punitive Damages**
   Multiple, exemplary or punitive damages.

k. **Crew Members**
   "Bodily injury by accident" or "bodily injury by disease" to a master or member of any vessel or any member of the flying crew of an aircraft.

II. **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** is amended to **SUPPLEMENTARY PAYMENTS - COVERAGE A, B, AND D**.

III. For the purposes of this endorsement, **SECTION II - WHO IS AN INSURED**, is deleted and replaced by the following:

**SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are insured. Your members are also insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

IV. For the purposes of this endorsement, **SECTION III - LIMITS OF INSURANCE**, is deleted and replaced by the following:

**SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought;
   c. Persons or organizations making claims or bringing "suits".

2. The "Bodily Injury by Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.

3. The "Bodily Injury by Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".

4. "Bodily Injury by Disease", Subject to 3. above, the limit shown under "Bodily Injury by Disease" - Each "Employee" shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

   The limits of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations; unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

V. For the purposes of this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. - Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted and replaced by the following:

2. **Duties in the Event of Occurrence, Offense, Claim or Suit**
   a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (2) The nature and location of any injury.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
(2) Notify us as soon as practicable.
You must see to it that we receive written notice
of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:
(1) Immediately send us copies of any demands,
notices, summonses or legal papers received
in connection with the injury, claim,
proceeding or "suit";
(2) Authorize us to obtain records and other
information;
(3) Cooperate with us and assist us, as we may
request, in the investigation or settlement of
the claim or defense against the "suit";
(4) Assist us, upon our request, in the
enforcement of any right against any person
or organization which may be liable to the
insured because of injury to which this
insurance may also apply; and
(5) Do nothing after an injury occurs that would
interfere with our right to recover from
others.

d. No insured will, except at that insured's own
cost, voluntarily make a payment, assume any
obligation, or incur any expense, other than for
first aid, without our consent.

VI. For the purposes of this endorsement, SECTION V -
DEFINITIONS, 6. Coverage territory is deleted in its
entirety and replaced by the following:

6. "Coverage Territory" means:
   a. The United States of America
      (including its territories and
      possessions), and Canada; or
   b. International waters or airspace, but only
      if the injury or damage occurs in the
course of travel or transportation
between any places included in a. above;
or

c. All other parts of the world if the injury
   or damage arises out of the activities of a
person whose home is in the territory
described in a. above, but who is away
for a short time on your business;
provided the insured's responsibility to pay
damages is determined in the United States
(including its territories and possessions),
Puerto Rico, or Canada, in a suit on the
merits according to the substantive law in
such territory, or in a settlement we agree to.

VII. For the purposes of this endorsement,
SECTION V - DEFINITIONS is amended
to add the following Definitions:

1. "Workers' Compensation Law" means
the Workers' Compensation Law and
any Occupational Disease Law of
Montana. This does not include
provisions of any law providing non-
occupational disability benefits.

2. Bodily injury by accident" means bodily
injury, sickness or disease sustained by a
person, including death, resulting from
an accident. A disease is not "bodily
injury by accident" unless it results
directly from an accident.

3. "Bodily injury by disease" means a
disease sustained by a person, including
death. "Bodily injury by disease" does
not include a disease that results directly
from an accident.

VIII. For the purposes of this endorsement, SECTION
V - DEFINITIONS, the definition of "bodily
injury" is deleted in its entirety.
May 10, 2022

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Approval of Body Worn Camera RFP proposal for a Body Worn Camera Vendor at the CCSO

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

ACTION REQUESTED: Approval of Contract 22-56

BACKGROUND:
The Cascade County Sheriff's Office put out an RFP to provide a Body Worn Camera vendor contract. Three bids were looked at: WatchGuard/Motorola, Axon and Utility. After scoring the proposals based upon the RFP requirements which were published in the Tribune and on the County Website, the CCSO Staff would recommend to the Commission to approve moving forward with WatchGuard/Motorola and to approve the contract. These body worn cameras are compatible with the cameras currently mounted in each patrol car and will be managed within the same system. The total cost of the body worn cameras is $225,909.00. $100,000.00 is being paid through the Body Worn Camera Grant, $16,974.00 is being paid through the Justice Assistance Grant and the remaining $108,935.00 will be covered by the County.

EFFECTIVE: Upon signing

AMOUNT: $225,909.00

RECOMMENDATION: Approval of Contract 22-56.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:
Mr. Chairman, I move that the Commission APPROVE Contract 22-56, Approving the WatchGuard/Motorola RFP proposal a Body Worn Camera vendor contract at the CCSO.

MOTION TO DISAPPROVE:
Mr. Chairman, I move that the Commission DISAPPROVE Contract 22-56, Approving the WatchGuard/Motorola RFP proposal a Body Worn Camera vendor contract at the CCSO.
Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Buildings for Lease or Rent (Contract 22-57)
PRESENTED BY: Kevin Angland, Planner

GENERAL INFORMATION
APPLICANT: Ken Setters & Jamie Hane
408 4th Street North, Great Falls, MT 59401
PROPERTY LOCATION: This storage facility is located on Parcel #2021125 on Lot 20, of Manchester Exit Industrial Park Phase 3, Section 28, Township 21 North, Range 02 East, P.M.M. Cascade County, MT.
EXISTING ZONING: Industrial 1 (I-1) District
REQUESTED ACTION: Approval of Buildings for Lease or Rent
EXISTING LAND USE: Vacant Rural
SURROUNDING ZONE: North: Parcel #2021124 I-1 District/Vacant
AND USE South: Parcel #2021126 I-1 District/Vacant
East: Parcel #2021128 I-1 District/Vacant
West: Parcel #3041142 I-1 District/Government (Public Works)

BACKGROUND INFORMATION
The Applicant and property owner of record, Kenneth D. Setters and Jamie L. Hane, requests approval to build three (3) storage building with 40-units per building. These buildings are not exempt under the Regulations, and require the approval from the Board of County Commissioners.

FACTS
1. The lot will be accessed from Windmill View Loop, while an internal access is provided by a 24-foot driveway around all 3 buildings.
2. The proposed storage units will receive law enforcement services from the Cascade County Sheriff’s Office and fire protection services from the Vaughn Volunteer Fire Department, and the ambulance service will be East Valley QRU.
3. The development will have three (3) storage buildings, housing 40 units each. No proposed buildings will require water and wastewater facilities.
4. The proposed storage buildings contain the following units and square-feet:
   - The storage buildings Nos. 1 through 3 will have 40-units per building. Each building is 6,000 square-feet.

I
5. Proposed buildings will meet the I-1 District's setbacks from property lines: 15 feet from the front, 25 feet from the rear, and 10 feet from the sides.

6. The building is not located in the Regulated Flood Hazard Area.

FINDINGS

1. The proposed buildings for lease or rent, as submitted or conditioned, complies with the BLR Regulations and other regulations applicable to the property, and avoid or minimize potential significant impacts on the physical environment and human population in the area affected by the buildings for lease or rent.

2. No water, wastewater, and solid waste facilities are needed or will be utilized to serve the building for lease or rent.

3. There is adequate access to the site to serve the buildings for lease or rent.

4. There is adequate emergency medical, fire protection, and law enforcement services available to serve the building for lease or rent.

5. Floodplain Regulations are inapplicable.

CONCLUSION

This proposed storage structure meets the requirements of the Cascade County Zoning and BLR Regulations.

RECOMMENDATIONS

Two motions have been provided for the Board’s consideration:

1. "I move the Cascade County Board of Commission, after consideration of the Staff Report, that the three (3) storage buildings with 40-units per building, located on Parcel #2021125 with Geocode 02-3137-28-1-03-06-0000 be denied;"

or

2. "I move the Cascade County Board of Commission adopt the Staff Report and approve that the three (3) storage buildings with 40-units per building, located on Parcel #2021125 with Geocode 02-3137-28-1-03-06-0000 be subject to the following conditions:

   1. The Applicant must obtain any other required Federal, State or County permits and/or approvals and comply with the regulations associated with any other permits and/or approvals.

   2. The Applicant must obtain all necessary permits and/or approval from the City-County Health Department.

1 Based on FEMA FIRM Panel No. 30013C0315E effective March 19, 2013.
Attachments:
1. Location Conformance Permit Application
2. Buildings for Lease or Rent Application
3. Vicinity & Zoning Map
4. Plat 2020-025
5. Notice
6. Correspondence from CCHD

cc: Ken Setters
Cascade County Attorney's Office
GENERAL INFORMATION:
A Location/Conformance (L/C) Permit is required: (1) for all changes of land use and commercial activities within Cascade County jurisdiction and (2) prior to the construction of all buildings and structures two-hundred (200) square feet or larger on all lands within Cascade County Jurisdiction. L/C Permits are not required for “site preparation,” as defined in the Cascade County Zoning Regulations (CCZR). L/C Permits are to be issued for one use and are required for each tract of land.

Applications that have been submitted and deemed incomplete, been withdrawn by the Applicant, or otherwise placed on hold by the Applicant shall expire after three (3) months from the date of receipt. After an Application has expired a new Application must be obtained and submitted. Furthermore, legally issued L/C Permits shall expire one year after the date of approval if construction or the use permitted has not started. A one-time-only twelve (12) month extension may be granted by the Zoning Administrator upon request.

L/C Permit Applications require a non-refundable application fee of fifty dollars ($50.00) unless preparation work started prior to the issuance of an L/C Permit; post-work projects require a non-refundable Application fee of two hundred dollars ($200.00).

PROJECT INFORMATION:

<table>
<thead>
<tr>
<th>Project Address</th>
<th>Estimated Project Value ($)</th>
<th>☑ Needs an Address (This is an additional $25 fee)</th>
</tr>
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<tbody>
<tr>
<td><strong>PROPERTY DESCRIPTION</strong></td>
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<tr>
<td>Legal Description</td>
<td>Section 28</td>
<td>Township 2LN</td>
</tr>
<tr>
<td>Parcel No.</td>
<td>Subdivision Manchester Exit Industrial Park Phase 3</td>
<td></td>
</tr>
<tr>
<td>Total Parcel Area</td>
<td>1.9 Acres</td>
<td></td>
</tr>
<tr>
<td>Unit: Yes Acres</td>
<td>No Square Feet</td>
<td></td>
</tr>
</tbody>
</table>

| **APPLICANT** | | |
| (Property Owner, Contractor, Business Representative, Engineer, etc. that is filling out this form) | Name: Kenneth Setters |
| Address | 408 4th Street N |
| Phone No. | 406-946-0977 |
| Email | KenSetters3@gmail.com |
| Preferred Method of Contact | Email/Phone |

| **PROPERTY OWNER** | | |
| (If different from the Applicant) | Name |
| Address |
| Phone No. |

| **APPLICATION TYPE** | | |
| ☐ Change of use | ☑ New build | ☐ Alteration |
| ☐ Vacant | ☐ Land |

| **USE TYPE** | | |
| ☐ Single-Family Residential | ☐ Multi-Family Residential | ☐ Public/NGO |
| ☐ Duplex | ☐ Mobile Home | ☐ Sign |
| ☐ Commercial | ☐ Industrial | ☐ Registered Premise |
| ☐ Garage/Shop/Barn | ☐ Home Occupation | ☐ Other: |

| **STRUCTURES** | | |
| Total Existing Structure Area (sq. ft.) | 0 | Number of Existing Structures |
| Total Proposed Structure Area (sq. ft.) | 12,000 | Number of Proposed Structures |
| Total Area of Alteration (sq. ft.) | |

| **WATER/WASTE** | | |
| Type of Wastewater Disposal | | Will the proposed project be using water/wastewater? |
| Water Supply Source | ☐ Yes | ☑ No |

| **AG COVENANT** | | |
| Are there any agricultural covenants on this property? | ☐ Yes | ☑ No |

Updated 7/26/2021
PROJECT DESCRIPTION:
(Please explain what you plan to do)
Storage Units: Buildings 1 & 2 on site map. Building 3 will be applied for after DEQ rewrite is accepted.

SUBMISSION CHECKLIST:
Location/Conformance Permit Applications shall be submitted to the Cascade County Planning Department for review. The following checklist must be completed and signed by the Applicant before this Application can be reviewed. All supporting permits and forms must be attached.
- A site plan containing the following information:
  - A scale not less than one inch equals one-hundred feet (1" = 100').
  - Name and address of the Applicant.
  - Legal description and boundary lines of the property being considered for review.
  - Existing and proposed land use upon the site.
  - Names of owners and existing land use on adjacent property.
  - Location, size, dimensions, and uses of existing and proposed buildings and improvements.
  - Location and description of existing and proposed utilities.
  - Location and dimensions of curb cuts and access points.
  - Location, size, dimensions, and the number of off-street parking spaces, including on-site vehicular driveways and type of surface improvements.
  - Location and type of existing and proposed landscaping or buffering.
  - Location, type, and height of existing and proposed fencing and screening.
  - Location, type, and height of sight-obscuring improvement surrounding areas of storage for raw materials, finished products, machinery, and equipment.
- A copy of the Subsurface Wastewater Treatment System Permit Application (attached). This is required for projects installing a septic system, re-utilizing a pre-existing septic system, or increasing the capacity of a pre-existing septic system on the subject property.
- A copy of the General Permit for Small Municipal Separate Storm Sewer Systems (MS4) Permit Application (attached). This is required for projects that will disturb an acre or more of land.
- A copy of the Floodplain Permit Application (attached). This is required if the project is in a regulated floodplain.
- A copy of the Approach Permit Application (attached). This is required if the proposed approach is from a county or state road.

ATTESTATION STATEMENT AND SIGNATURE:
I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Zoning Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Signature of Applicant: [Signature] Date: 3-30-22

Signature of Property Owner: [Signature] Date: 3-30-22
<table>
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<tr>
<th><strong>REGISTRY DATA</strong></th>
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<tr>
<td><strong>Applicant's Fee(s):</strong></td>
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<tr>
<td><strong>Payment Type:</strong></td>
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<td><strong>Date Application Received:</strong></td>
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<tr>
<td><strong>Date Application Approved:</strong></td>
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<tr>
<td><strong>Approved Permit Number:</strong></td>
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<table>
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<th><strong>REVIEW ITEMS</strong></th>
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<td><strong>Zoning District:</strong></td>
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<td><strong>Restrictions/Covenants:</strong></td>
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<td><strong>Physical/Legal Access:</strong></td>
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<td><strong>Setback Requirements (ft):</strong></td>
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<td><strong>Parking Requirements:</strong></td>
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<td><strong>Landscaping Requirements:</strong></td>
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<td>Frontage Option:</td>
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<td>Administrative Relief Requested:</td>
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<tr>
<td><strong>Height Requirements:</strong></td>
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<td><strong>Floodplain:</strong></td>
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<td>Permit Attached:</td>
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<tr>
<td><strong>Variance Request:</strong></td>
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<tr>
<td>Variance Approval Attached:</td>
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<td><strong>Approach Permit:</strong></td>
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<td><strong>City-County Health Department Approval:</strong></td>
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<td>Permit Attached:</td>
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<tr>
<td><strong>MS4:</strong></td>
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<td><strong>Addressing Approval:</strong></td>
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<td>Addressing Approval Attached:</td>
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<td><strong>Permit Category:</strong></td>
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<td>☑ Manufacturing</td>
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<tr>
<td>☑ Construction</td>
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<tr>
<td>☑ Information</td>
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<td>☑ Retail Trade</td>
</tr>
<tr>
<td>☑ Public Admin.</td>
</tr>
<tr>
<td>☑ Other Services</td>
</tr>
<tr>
<td>☑ Other Structures</td>
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</table>

**Updated 07/26/2021**
LOT 20
MANCHESTER EXIT
IND. PARK - PHASE 3
1.975 ACRES

PROPOSED UNIT COUNT
BLDG #1 = 40 UNITS
BLDG #2 = 40 UNITS
BLDG #3 = 40 UNITS
TOTAL = 120 UNITS

LANDSCAPING REQUIREMENTS
STREET FRONTAGE: OPTION 1:
15' MIN. BUFFER & 1 TREE/SD
LINEAL FEET OF FRONTAGE.
FRONTAGE LENGTH = 174'6"
REG'D TREES = 4

OWNER:
KEN SETTERS

PROJECT NAME:
COSA REWRITE
LOT 20
MANCHESTER EXIT
IND. PARK PH 3

SHEET TITLE:
LOT LAYOUT & STORM DRAINAGE LAYOUT

DRAWN BY:
[Signature]
DATE: 12/01/18

BSC & E
BIL KEY CIVIL & ENVIRONMENTAL ENG.
ENGINEERS, PLANNERS, ARCHITECTS
30 S. BROADWAY - BOX 115
1354 S. SOUTHWEST BLVD
GREAT FALLS, MT 59403
OFFICE: 406/727-3555 FAX: 406/727-3555
WWW.BSC&CO.COM

SHEET: 1 OF 1
**Building Size and Layout**

Phase 1 will be site plan buildings 1 & 2. Each building will be (200x30) 6,000 sqft. Each building will have 20 10x10 units and 20 10x20 units.

Phase 2 will be site plan building 3. Building 3 will be (200x30) 6,000 sqft building. This building will have 20 10x10 units and 20 10x20 units.

Phases 1 & 2 total is 3 buildings 18,000 sqft 120 units.

**Adjacent Property Owners**

North boundary property is owned by applicant. West boundary property is owned by Cascade County. South boundary property is owned by Active Investors INC. Dave Campbell (406) 799-1696. East property boundary is owned by All Sate Sign Group INC.

**Proposed Water/ Wastewater**

There will be no water or wastewater on this site.

**Site Access**

Site access is gained from Vaugh frontage road onto Liberty Ln, left on Windmill View Loop, left on Windmill View Cir. Site access will have one 24' driveway with access around all 3 buildings.
WARRANTY DEED

FOR VALUE RECEIVED, ACTIVE INVESTORS, INC., a corporation, organized and existing under and by virtue of the laws of the State of Montana, Grantor, does hereby grant, bargain, sell and convey unto KENNETH D. SETTERS and JAMIE L. HANE, the Grantee, as joint tenants (and not as tenants in common), and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, whose address is 221 Russell Ranch Ln, Great Falls, MT 59405 the following described premises, in Cascade County and State of Montana to wit:

Lots 18, 19 & 20 of the Plat of MANCHESTER EXIT INDUSTRIAL PARK - PHASE 3, Cascade County, Montana, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of said County.

(According to Plat No. P-2020-0000028, records of Cascade County, Montana.)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants forever. And the said Grantor does hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances. Subject to: Patent reservations covering said premises and all easements, protective covenants, restrictions and mineral reservations of record. And that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 2nd day of February, 2022.

ACTIVE INVESTORS, INC.

[Signature]
DAVID C. CAMPBELL
President

State of Montana
County of Cascade

This instrument was acknowledged before me this 2nd day of February, 2022, by DAVID C. CAMPBELL, of ACTIVE INVESTORS, INC., the corporation that executed the instrument and the foregoing instrument was signed on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]
Notary Public In and for the State of Montana

VALERIE J. SMELEDER
NOTARY PUBLIC for the State of Montana
My Commission Expires December 1, 2022
May 14, 2021

Crystal Morgan PE
NCI Engineering
4509 N Star BLVD
Great Falls MT 59405-1048

RE: Manchester Exit Industrial Park Phase 3
Lots 14, 16, 17, 18, 19 and 20 Rewrite
Cascade County
E.Q. #21-2038

Dear Ms. Morgan:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,

Kevin Smith PE, Bureau Chief
Subdivision Review Section

cc: County Sanitarian
   County Planning Board (e-mail)
   Owner
STATE OF MONTANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
CERTIFICATE OF SUBDIVISION PLAT APPROVAL  
(Section 76-4-101 et seq.)  

TO: County Clerk and Recorder  
Cascade County  
Great Falls, Montana  

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as Manchester Exit Industrial Park Phase 3: Lots 14, 16, 17, 18, 19 and 20 re-write 

Lots 14, 16, 17, 18, 19 and 20 of Manchester Industrial Park Phase I of Section 28, Township 21 North, Range 2 East, P.M.M., Cascade County, Montana as found in the records of the Cascade County Clerk & Records  

consisting of six lots have been reviewed by personnel of the Water Quality Division, and,  

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,  

THAT this Certificate supersedes EQ #06-2714 Dated the 21st day of March 2006, for Lots 14, 16, 17, 18, 19 and 20 only, and all previous copies should be marked superseded, except that the original conditions not changed by this approval are still in effect, and,  

THAT the purpose of this rewrite is to allow for increase building size and impervious parking area for each lot, and  

THAT the approval of the COS is made with the understanding that the following conditions shall be met:  

THAT the lot sizes as indicated on the COS to be filed with the county clerk and recorder will not be further altered without approval, and,  

THAT each lot shall be used for one commercial unit, and,  

THAT the stormwater design requires a retention pond or swales with a minimum volume of 4,551 cubic feet be constructed and located on Lot 14 in accordance with the approved plans, and,  

THAT the stormwater design requires a retention pond or swales with a minimum volume of 7,027 cubic feet be constructed and located on Lot 16 in accordance with the approved plans, and  

THAT the stormwater design requires a retention pond or swales with a minimum volume of 6,986 cubic feet be constructed and located on Lot 17 in accordance with the approved plans, and  

THAT the stormwater design requires a retention pond or swales with a minimum volume of 6,067 cubic feet be constructed and located on Lot 18 in accordance with the approved plans, and
THAT the stormwater design requires a retention pond or swales with a minimum volume of 5,083 cubic feet be constructed and located on Lot 19 in accordance with the approved plans, and

THAT the stormwater design requires a retention pond or swales with a minimum volume of 4,688 cubic feet be constructed and located on Lot 20 in accordance with the approved plans, and

THAT the operation and maintenance of water supply, sewage treatment system, and stormwater facilities shall be the responsibility of each lot owner, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the COS approved location of water supply, sewage treatment system and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the COS filed in your office as required by law.

DATED this 13 day of May 2021.

Chris Dorrington
DIRECTOR

By: Kevin Smith, Supervisor
Engineering Bureau
Water Quality Division
Department of Environmental Quality

Owner’s Name: Dave Campbell, Active Investors Inc
Lot #14, 16, 17, 18, 19 & 20 - MANCHESTER EXIT INDUSTRIAL PARK PHASE 3, CASCADE COUNTY - STORMWATER REWRITE

**DETENTION POND, DISCHARGE PIPE AND ORIFICE SIZE REQUIRED**

<table>
<thead>
<tr>
<th>Manchester Exit Phase 2 Lot #</th>
<th>Proposed Building Size [SF]</th>
<th>Proposed Gravel Parking [SF]</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>10,000</td>
<td>20,000</td>
</tr>
<tr>
<td>16</td>
<td>30,000</td>
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<tr>
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<td>20,000</td>
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<tr>
<td>19</td>
<td>12,000</td>
<td>20,000</td>
</tr>
<tr>
<td>20</td>
<td>12,000</td>
<td>20,000</td>
</tr>
</tbody>
</table>

**NOTES:**
1. Outlet will be a 6-inch diameter, PVC pipe with a capped end. Outlet will be directed to the storm water ditches shown on the subdivision layout plan. The cap will have a hole cut into the center of the cap providing both a restricting flow orifice and flow measuring weir. Orifice dimensions are given in the table above.
2. See calculations for 2 year - 34 hour pre- and post-development storm water flows and detention pond volume requirements.
3. See layout for typical lot post-development storm drainage scheme.
4. See calculations for Detention Pond Plan and pond size precast.
5. Entrances should install 2-12” calverts to handle 10-year flows.
6. Detention pond dimensions are recommended and meet the required detention pond volume cited in the table above. Other detention pond layouts are acceptable but must meet the following criteria.

**COMMENTS:**
- All criteria, except that noted as “recommended”, found in the table above.
- Detention pond must be located away from sewage systems a minimum setback of 100 feet
  (Rule 17:36:232, Table 3, column 4)
- All other conditions set forth in the original sub-division approval must be followed.
- D = design depth of storm water, H = height of dam form
BUILDINGS FOR LEASE OR RENT
APPLICATION
Cascade County Planning Department
121 4th St No, STE 2H/1, Great Falls MT 59401
Phone: 406-454-6905 | Fax: 406-454-6919

$400.00 Non Refundable Application Fee Required Payment: Check (✓) ✏ Cash

OFFICE USE ONLY

Date Application Received: 3/3/2012
Type of Development: RV Storage

Name of Owner/Applicant: Ken Setters, Jamie Hone Phone: (208) 946-0977
Mailing Address: 408 4th Street N City: GF State: MT Zip: 59401
Proposed Development: Storage Units

Legal Description: % of Section 28 Township 21N Range 02E
Geo-Code: 02-3137-28-1-03-06-0000 Parcel: Lot 20 Manchester Exit Industrial Park Phase 3

1. Application Requirements:

   A. A copy of the deed or other legal description of the real property.

   B. Evidence of the landowner’s title and interest in the land for which the application is being made.

   C. A site plan showing:

      i. North arrow and scale bar (minimum scale of 1:20);

      ii. Property boundaries;

      iii. Existing and proposed onsite and adjacent offsite streets, roads, and easements that will serve the proposal;

      iv. Existing and proposed access to the subject property;

      v. Pertinent geographic features of the subject property, including any significant topographical features and designated floodplain;

      vi. Location of existing and proposed water, wastewater and solid waste facilities serving the subject property;

      vii. The location of existing and proposed buildings or structures on the subject property.
D. A detailed narrative of existing and proposed buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each building.

E. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings for lease or rent.

F. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the buildings for lease or rent.

G. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed buildings for lease or rent.

H. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize impacts anticipated.

2. Review Process

A. Upon receipt of an application along with all applicable fees, the administrator shall, within ten (10) working days, determine whether the application is complete and notify the applicant in writing.

B. If the application is incomplete, the administrator shall identify, in writing, any missing materials or insufficient information necessary to conduct the required review.

C. If the application is complete, the administrator shall complete review of the application and the governing body shall approve, conditionally approve, or deny the application within sixty (60) working days. The timeframe may be extended upon mutual agreement, in writing, by the applicant and the governing body. Review and approval, conditional approval, or denial of an application for the creation of buildings for lease or rent pursuant to this section must be based upon the regulations in effect at the time an application is determined to be complete.

D. The governing body shall provide written notification to the landowner of the approval, conditional approval, or denial of the application within 60 working days after determining the application was complete.

Please note that all projects that disturb an acre or more are required to obtain a General Discharge Permit for Stormwater Associated with Construction Activities from the Department of Environmental Quality.

ATTEST: I hereby certify that the information given herein is true and correct to the best of my knowledge. There are no restrictions placed upon my property which would prohibit the issuance of this permit. If there are any restrictions, then this permit shall become null and void. I hereby grant permission to any Cascade County Official to enter my property to inspect for compliance with the County Zoning Regulations in relation to this application.

Applicant Signature: [Signature] Date: 3-30-22

Signature of Owner / Printed Name: [Signature] Date: 3-30-22

The application must be signed by the owner of the land proposed for lease or rent.
LOT 28
MANCHESTER EXIT IND. PARK - PHASE 3
1.575 ACRES

PROPOSED UNIT COUNT
BLOC #1 = 40 UNITS
BLOC #2 = 40 UNITS
BLOC #3 = 40 UNITS
TOTAL = 120 UNITS

LANDSCAPING REQUIREMENTS
STREET FRONTAGE: OPTION 1
- 15' MIN. BUFFER & 1 TREE/100 LINEAL FEET OF FRONTAGE
FRONTAGE LENGTH = 274'4"
REG'D TREES = 4

OWNER:
KEN SETTERS

PROJECT NAME:
COSA REWRITE LOT 28 MANCHESTER EXIT IND. PARK PH3

SHEET TITLE:
LOT LAYOUT & STORM DRAINAGE LAYOUT

DRAWING INFORMATION:
NAME: DOMINIC L X
SCALE: 1"=10'-0"" DEPTH OF CENTER: 1"=1'-0"
ASSOCIATED PROJECTS: MCI

SHEET: 1 OF 1
**Building Size and Layout**

Phase 1 will be site plan buildings 1 & 2. Each building will be (200x30) 6,000 sqft. Each building will have 20 10x10 units and 20 10x20 units.

Phase 2 will be site plan building 3. Building 3 will be (200x30) 6,000 sqft building. This building will have 20 10x10 units and 20 10x20 units.

Phases 1 & 2 total is 3 buildings 18,000 sqft 120 units.

**Adjacent Property Owners**

North boundary property is owned by applicant. West boundary property is owned by Cascade County. South boundary property is owned by Active Investors INC. Dave Campbell (406) 799-1696. East property boundary is owned by All Sate Sign Group INC.

**Proposed Water/ Wastewater**

There will be no water or wastewater on this site.

**Site Access**

Site access is gained from Vaugh frontage road onto Liberty Ln, left on Windmill View Loop, left on Windmill View Cir. Site access will have one 24’ driveway with access around all 3 buildings.
WARRANTY DEED

FOR VALUE RECEIVED, ACTIVE INVESTORS, INC., a corporation, organized and existing under and by virtue of the laws of the State of Montana, Grantor, does hereby grant, bargain, sell and convey unto KENNETH D. SETTERS and JAMIE L. HANE, the Grantee, as joint tenants (and not as tenants in common), and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, whose address is 221 Russell Ranch Ln, Great Falls, MT 59405 the following described premises, in Cascade County and State of Montana to wit:

Lots 18, 19 & 20 of the Plat of MANCHESTER EXIT INDUSTRIAL PARK - PHASE 3, Cascade County, Montana, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of said County.

(According to Plat No. P-2020-0000022, records of Cascade County, Montana.)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants forever. And the said Grantor does hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances. Subject to: Patent reservations covering said premises and all easements, protective covenants, restrictions and mineral reservations of record. And that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 2nd day of February, 2022.

ACTIVE INVESTORS, INC.

[Signature]
DAViD C. CAMPBELL
President

State of Montana
County of Cascade

This instrument was acknowledged before me this 2nd day of February, 2022, by DAVID C. CAMPBELL, of ACTIVE INVESTORS, INC., the corporation that executed the instrument and the foregoing instrument was signed on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]
Notary Public in and for the State of Montana
Notice of Public Meeting

NOTICE IS HEREBY given that the Cascade County Board of Commissioners will hold a public meeting on May 10, 2022, at 9:30am in Room 105 of the Courthouse Annex located at 325 2nd Ave N, Great Falls, MT 59401, and via Zoom (an online platform). The Board will meet to consider a Buildings for Lease or Rent Application submitted by Ken Setters and Jamie Hane to place three (3) storage buildings with 40-units per building. The property is described as Parcel# 2021125 with 02-3137-28-1-03-06-0000 Lot 20, of Manchester Exit Industrial Park Phase 3, Section 28, Township 21 North, Range 02 East, P.M.M. Cascade County, MT.

Materials are available for inspection at the Cascade County Planning Department, at 121 4th St N, Suite 2 H/l, Great Falls, MT 59401. Written public comment may be submitted to the Cascade County Planning Department by mail, emailed to planningcomments@cascadecountymt.gov, or during the public hearing. Information for connecting via Zoom can be found on the calendar at www.cascadecountymt.gov. Individuals needing special accommodation to participate should contact the Planning Department at (406) 454-6905 prior to the meeting to allow adequate time for special arrangements.

CASCADE COUNTY PLANNING DEPARTMENT
/s/Kevin Angland, Planner
Publication Date: Sunday, May 8, 2022
Buildings for Lease or Rent Application Approval
under authority of Title 76, Part 8, Montana Code Annotated

On May 10, 2022, the Cascade County Commissioners approved the Building for Lease or Rent Application submitted by Ken Setters and Jamie Hane, to construct three (3) storage buildings, all of which will house 40 units each at Parcel #2021125 with Geocode 02-3137-28-1-03-06-0000 on Lot 20, of Manchester Exit Industrial Park Phase 3, Section 28, Township 21 North, Range 02 East, P.M.M. Cascade County, MT. The Commissioners’ approved the Application with two conditions:

1. The Applicant must obtain any other required Federal, State or County permits and comply with the regulations associated with any other permits and approvals.
2. The Applicant must obtain all necessary permits and/or approval from the City-County Health Department.

Dated this 10th day of May, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Attest

On this ______ day of May, 2022, I hereby attest the above-written signatures of the Cascade County Board of 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.
ITEM: Johnson Controls, Service Contract (2022-2024)

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #22-58

PRESENTED BY: Les Payne, Public Works Director

SYNOPSIS:
Cascade County Public Works Department has received a proposal from Johnson Controls, for the planned service proposals, for the following years, 2022, with a price of $22,324.00, 2023, with a price of $23,216.00, and 2024, with a price of $24,148.00, for a three (3) year total of $69,688.00. This is an annual contract that is normally renewed yearly. This service proposal covers the heating and cooling systems, for the following facilities, Courthouse, Courthouse Annex, Public Works, ExpoPark, and the Sheriff's office. These yearly expenses are split five (5) ways, between the five (5) facilities.

RECOMMENDATION:
Cascade County Staff, after reviewing proposals from Johnson Controls of Billings, MT, recommends awarding the contract for the planned service proposal, for 2022, 2023, and 2024, for the total cost to the county of $69,688.00, over three (3) years.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
Mr. Chair, I move the Cascade County Commission APPROVE Contract #22-58, proposal from Johnson Controls of Billings, MT, for the total cost to the county of $69,688.00, and instruct staff to complete the contracting process"
Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market.
Planned Service Agreement

Customer Name: CASCADE COUNTY
Address: 325 2ND AVE N GREAT FALLS, MT 59401-2517
Proposal Date: 11/29/2021
Estimate #: 1-1CKB043F

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer’s facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the ‘Agreement’), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 01/01/2022 and will continue until 12/31/2024 ("Original Term"). The Agreement will automatically renew and extend for successive terms upon written agreement of the Parties.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.
Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is $22,324.00. This amount will be paid to JCI in advance in Quarterly installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CASCADE CO COURTHOUSE ANNEX
325 2ND AVE NORTH
GREAT FALLS, MT 59401

☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address:

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

☐ No PO Required  ☐ Single PO Required for Initial Term  ☐ Annual PO Required

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.  CASCADE CO COURTHOUSE ANNEX
By: Trevor Mikkelsen  
Signature: Trevor Mikkelsen  
Title: Service Manager  Date: 11/29/2021  
Signature:  
Title:  
Date:

Customer PO#:

JCI Branch: JOHNSON CONTROLS MONTANA CB - 0N46
Address: 2795 ENTERPRISE AVE STE 2
BILLINGS, MT 59102-7479
Branch Phone: (515) 680-8098
Branch Email:
## Schedule A - Equipment List

<table>
<thead>
<tr>
<th>Product: Block Hours - Controls</th>
<th>Services Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity: 1</td>
<td>Preventive Maintenance</td>
</tr>
<tr>
<td>Coverage Level: Basic</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Tag</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fair Grounds, Courthouse, Courthouse Annex, Public Works Department</td>
</tr>
</tbody>
</table>

Verify function of field controllers. Test critical functions and sequence of operation. Ensure current backup of programs is maintained. Provide owner with reports.

## Product: Block Hours - Mechanical Heavy

| Quantity: 1 |
| Coverage Level: Basic |

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model #</th>
<th>Serial #</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Customer Tag</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult Detention Center</td>
</tr>
</tbody>
</table>

Upgrade NAE Software. Verify function of field controllers. Test critical functions and sequence of operation. Ensure current backup programs is maintained. Provide owner reporting.

## Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

| Quantity: 1 |
| Coverage Level: Basic |

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model #</th>
<th>Serial #</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Customer Tag</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courthouse &amp; Fairgrounds</td>
</tr>
</tbody>
</table>

Upgrade connected NAE/NE Engines

<table>
<thead>
<tr>
<th>Services Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Model #</th>
<th>Serial #</th>
</tr>
</thead>
<tbody>
<tr>
<td>JCI_YCRK</td>
<td>1-FWZIV9J</td>
</tr>
</tbody>
</table>
Equipment tasking

Block Hours - Controls
Preventive Maintenance
- Check with appropriate customer representative for operational deficiencies
- Perform scheduled block hour tasks
- Complete any required maintenance checklists, report observations to appropriate customer representative

Block Hours - Mechanical Heavy
Preventive Maintenance
- Check with appropriate customer representative for operational deficiencies
- Perform scheduled block hour tasks
- Complete any required maintenance checklists, report observations to appropriate customer representative

Controls Software, Supervisory/Server/UI, Johnson Controls, ADS
ADS Site Dir Software Subscription
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Upgrade ADS software to latest Metasys release
- Document tasks performed during visit and report any observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Annual Dollar Amount</th>
<th>Payment Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year1</td>
<td>$22,324.00</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Year2</td>
<td>$23,216.00</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Year3</td>
<td>$24,148.00</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>
TERMS AND CONDITIONS

DEFINITIONS

CONNECTED EQUIPMENT SERVICES means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located, or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI’s option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI’S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer’s approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI’s standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI’s recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI’s normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's selection. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI’s Connected Equipment Services. If Customer’s equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer’s Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer’s equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device (“Gateway Device”) owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer’s applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service’s mobile or app. Any Gateway Devices provided hereunder
shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES
If, during any Service Visit, JCI detects a defect in any of Customer’s equipment that is not Covered Equipment under this Agreement (an “Out of Scope Defect”), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, “Out of Scope Services”), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI’s standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out-of- Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS
JCI’s Services and warranty obligations expressly exclude:
(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping,
(b) disposal of hazardous wastes (except as otherwise expressly provided herein);
(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer’s exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella.
(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper.
(e) the furnishing of materials and supplies for painting or refinishing equipment.
(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis.
(g) replacement of obsolete parts; and
(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
   • abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
   • equipment not covered by this Agreement or attachments made to Covered Equipment.
   • acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement; operator error; Customer’s failure to conduct preventive maintenance, issues resulting from Customer’s previous denial of JCI access to the Covered Equipment, and Customer’s failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
   • use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer.
   • site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or power surges) and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems.
   • the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather.
issues or failures not specifically covered by this Agreement; or

occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon ninety (90) days advance written notice to the Customer to reflect increases in material and labor costs. In the event such increased pricing is not acceptable to Customer, Customer shall have the right to elect to terminate this Agreement and discontinue Services. Customer will not be liable for any damages or subject to any penalty as a result of any such termination.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision and prior written approval of JCI, or if JCI performs work or maintenance on the Covered Equipment in the absence of JCI's written recommendation. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JCI makes no and specifically disclaims all representations or warranties that the products, software, third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all reasonably known information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

   (1) operate the Covered Equipment according to the manufacturer's and/or JCI's written recommendations;
   (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI in writing;
   (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
   (4) notify JCI as soon as reasonably practical of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
   (5) provide JCI with reasonable access to its Premises and Covered Equipment at all reasonable times for the performance of the Services;
   (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
   (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and biohazards such as but not limited to Legionella;
   (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
   (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
   (10) notify JCI as soon as reasonably practical of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
   (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
   (12) as reasonably recommended by JCI, properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations;
   (13) excluding routine use and maintenance, not tamper with, alter, adjust, disturb, injure, or remove, any Covered Equipment (including any related software).
and not permit the same to be done;

14. refrain from knowingly causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

15. be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

16. take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE
Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises.

H. INDEMNITY
JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I below.

I. FORCE MAJEURE
JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay.

J. RESOLUTION OF DISPUTES
If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided
no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

K. TERM AND TERMINATION

The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement may be extended upon the advanced written agreement of the Parties.

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, or monitoring system, such as wireless, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services. In such event, Customer shall be entitled to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

2. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

3. Either party may terminate this Agreement and discontinue any Services for convenience upon forty-five (45) days written notice. Neither Party will be liable for any damages or subject to any penalty as a result of any such termination.

4. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. The Parties shall bear their own fees, costs, and expenses that may be incurred in connection with the enforcement of this Agreement.

L. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obliged to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section L.

M. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created
as a result of its performance of Services.

N.  JCI'S INTELLECTUAL PROPERTY
JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "work made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

O.  SOFTWARE AND DIGITAL SERVICES
Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

P.  Privacy.
1.  JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.
2.  JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

Q.  MISCELLANEOUS PROVISIONS
1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by either Party without the other Party's prior written consent, which will not be unreasonably withheld. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer’s internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer’s purchase order will have any force or effect and these terms and conditions shall control. Customer’s acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, unless expressly accepted in writing by the Parties is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit unreasonably caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s). If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, require, replace, recycle and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital
alarm signals. Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from and against any claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System Image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request.

d. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. JCI WILL NOT ARREST OR DETAIN ANY PERSON.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement.

7. JCI's RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS [THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE]; OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA PLAN OR AT ANY TIME JCI'S INITIAL REVIEW OR VERIFICATION THAT THE TELCO SERVICE IS UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF JCI'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY
ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]
May 10, 2022

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Board Appointment
Dearborn Fire Fee Service Area

PRESENTED BY: Commission

SYNOPSIS:
On May 26, 2020 the Board of County Commissioners appointed Ralph Sorenson to the Dearborn Fire Fee Service Area Board. Since December 2021, Mr. Sorenson has not attended a Board meeting. He informed a few of the Dearborn Fire Fee Service Board members he was resigning but has not submitted a formal resignation letter to either the Service Area Board or the Commission Office. The Dearborn Fire Fee Service Board has contacted the County Commission Office regarding filling the vacancy as they have had community interest. Bonnie Fogerty, Office Manager for the Commission office has made several attempts to contact Mr. Sorenson in the past few months via telephone and email message requesting a formal letter regarding Mr. Sorenson’s intentions regarding his seat on the Dearborn Fire Fee Service Area Board. As of May 6, 2022, Mr. Sorenson has not responded to any of the requests from the Commission Office.

The Board of County Commissioners recognize that Mr. Sorenson has vacated his board position and will proceed to fill the seat as requested by the Dearborn Fire Fee Service Board.

RECOMMENDATION:
Approval of Mr. Jaggers appointment to the Dearborn Fire Fee Service Area Board.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:
Mr. Chair, I move the Cascade County Commission APPROVE the appointment of James Jaggers to the Dearborn Fire Fee Service Area Board with a term expiration date of May 31, 2023."

MOTION TO DISAPPROVE:
Mr. Chair, I move the Cascade County Commission DISAPPROVE the appointment of James Jaggers to the Dearborn Fire Fee Service Area Board."
CASCADE COUNTY BOARD APPLICATION

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

(Please Print or Type)  
NAME: James W. Jaggers  

TELEPHONE (Home) __564-1617 (Work) __________ (Cell) __909-289-3431 (E-Mail) ___billjaggers@aol.com__

CURRENT ADDRESS: 280 Dearborn River Road, Cascade MT 59421

Previous Public Experience (Elected or Appointed) N/A

Previous Volunteering or County Boards N/A

Current Volunteering or County Boards N/A

Current Employer N/A

Education: BS in Biology

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

☐ Board of Health  ☐ Fire Fee Service Area  ☐ Planning

☐ Compensation  ☐ Great Falls Airport Authority  ☐ Tax Appeal

☐ DUI Task Force  ☐ Great Falls Transit  ☐ Weed Board

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

☑ Fire District Area  ☐ Library Trustee  ☐ Other

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

Requesting appointment to the Dearborn Fire Fee Service Area Board.

Owned and successfully operated several businesses over the years.
Hello Bonnie.

We were informed that Ralph (Andy) Sorensen resigned from the DFSA Board. James (Bill) Jaggers is submitting his application to serve as Andy's replacement if approved by the County. Attached is his application.

Please let me know if you have any questions or concerns.

Thank you,

Steven Rockwell
DFSA Board Chair
Cell (951) 445-0765
Sent from my iPhone

Begin forwarded message:

From: Steven Rockwell <stevenrockwell@me.com>
Date: March 3, 2022 at 5:57:33 PM MST
To: James Jaggers <billjaggers@me.com>
Subject: Re: Resent dated

Great!

Thanks,
Steven
Sent from my iPhone

On Mar 3, 2022, at 4:52 PM, James Jaggers <billjaggers@me.com> wrote: