



BROADWATER COUNTY COMMISSIONERS
515 Broadway, Townsend
Meetings are held at the Flynn Building on 416 Broadway St.

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

REVISED

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments will be taken either in writing before the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

OFFICIAL agendas are posted in the Courthouse (1st floor bulletin board), on our website at www.broadwatercountymt.com, in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the local MT43 Newspaper

Monday, December 18, 2023

11:00 AM Weekly Working Meeting with Bill Jarocki, County Administrative Officer, in the Commission Office regarding projects and deadlines

Wednesday, December 20, 2023

10:00 AM Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over

10:00 AM Discussion/Decision, Cory Swanson, County Attorney, Stipulate to dismissal of MQEC v Counties Supreme Court Case

10:05 AM Discussion/Decision, Commander Spurlock, Broadwater County Detention Center, Resolution to Increase Daily Inmate Rate

10:010 AM Discussion/Decision, Jessica Bushnell, Noxious Weed and Mosquito Director, Cost Share Program

10:15 AM Discussion/Decision, Ruby Taylor, Public Health Director, Homemaker and Skilled Nursing Contract, #2024-004-007; Rocky Mountain Development Center

10:20 AM Discussion/Decision, Ruby Taylor, Public Health Director, Montana Health Care Foundation SRA contract update, review, and signature request

10:25 AM Discussion/Decision, Cory Bakkum, Old Baldy Golf Course Superintendent, Request for Commission approval of Broadwater County Trust Board Grant for \$70,000 for new Irrigation Pump System

10:30 AM Discussion/Decision, Certify FAA Financial Reports for FY 2022-2023, AIP03-30-0078-014-2021

**BROADWATER COUNTY
COMMISSIONERS**

DEBI RANDOLPH | DARREL FOLKVORD
LINDSEY RICHTMYER
515 Broadway Townsend MT 59644
commissioners@co.broadwater.mt.us

RESOLUTION 2023 -

BROADWATER COUNTY DETENTION CENTER

INMATE BOARDING RATE

WHEREAS, Section 7-4-2525, Mont. Code Ann., permits the Board of County Commissioners to fix the fees of the Sheriff for services provided in Section 7-32-2141, Mont. Code Ann. and for other services. One of the services that the Sheriff provides is inmate boarding at the Broadwater County Detention Center; and

WHEREAS, the Sheriff is requesting an increase in the current inmate boarding rate at the Broadwater County Detention Center. The rate is currently set at \$69.00 per day per inmate, and the Sheriff is requesting that rate increase to \$82.90 per day per inmate; and

WHEREAS, this increase is based on the prevailing rate charged by the Montana Department of Corrections as well as the desire to keep the detention center from being a financial burden to taxpayers;

NOW THEREFORE, IT IS HEREBY RESOLVED, the inmate boarding rate is increased to \$82.90 per day, per inmate.

DATED this ___ day of _____, 2023

DEBI RANDOLPH, CHAIR

DARREL FOLKVORD, MEMBER

LINDSEY RICHTMYER, MEMBER

Attest:

ANGIE PAULSEN, CLERK AND RECORDER



BROADWATER COUNTY NOXIOUS WEED DISTRICT

515 Broadway, Townsend, MT 59644

Phone: 406-266-9243

Email: brweed@co.broadwater.mt.us



Broadwater County Chemical and Biological Control Agent Cost Share Program

In the interest of assisting landowners, subdivisions, and cooperating landowner groups with the cost of purchasing herbicides, and biological control agents to control noxious weeds, the Broadwater County Weed District is offering a Cost Share Program in which (50%) of the chemical and/or biological control agents costs will be shared by the Weed District, up to \$500 per applicant. The terms and conditions of this program are as follows:

1. The Cost Share Program applies only to noxious weed management*. See attached list.
2. There is a minimum payment of \$50 and a maximum payment of \$500 per landowner per calendar year. Award value may be increased at the discretion of the board based on number of applicants and budget. The initial budget of the program will be \$7,500.
3. An application must be approved by the Broadwater Noxious Weed Board BEFORE treatment and/or releases are made. No applications will be accepted or claim sheets processed if herbicide purchase, treatment, or treatment biological releases have been made without prior written approval by the District. The noxious weed management plan will become the plan of record for that parcel of land.
4. The program only covers the cost of herbicide/s, adjuvants, dye, and/or the biological control agent. It DOES NOT cover costs associated with mowing, seeding, equipment purchases or rentals, or the use of soil sterilant and non-selective herbicides such as Roundup (glyphosate) and organic herbicides.
5. Processing Procedures
 - a. Complete Part I of the application and return it to the Broadwater Noxious Weed District for approval. Photos and maps must be turned in with the application. The application deadline for spring treatments is February 28th and the deadline for fall application is July 1st. Spring treatments will be between April and June of the application year. Fall treatments will be between September and October. Further approval will be needed for treatments outside these windows.
 - b. The Noxious Weed Board Representative or County Coordinator will review the application. Approval of the application is required before herbicide purchase, treatment or release of biocontrol agents. The application will be scored and ranked using the attached rubric. Once ranked, and approved the reimbursement level will be set based on the number of approved applications and the level of funding available. The Noxious Weed District will notify the participant if the application is approved. NOTE: Some applications will have approval conditional to an inspection of the site by the Noxious Weed Board Representative.
 - c. If the application is approved, conduct the herbicide treatment or biological release. In the case of herbicide applications, spray noxious weeds using properly calibrated equipment, PPE and safety measures. Carefully read and follow the herbicide label. All funding assistance is contingent on the proper use of the herbicide/s or biological agent as per the product label. NOTE: If misapplication of a

chemical, or improper release of biocontrol agents is noted, payment of the cost share claim will be denied and the proper regulatory agency will be informed.

READ AND FOLLOW THE CHEMICAL LABEL!

d. After conducting the herbicide treatment, biological release, submit a cost share claim sheet (Part II of application.) Include a copy of the receipt(s) documenting the amount paid for approved herbicides and the application record or include the biological release records. The claims for spring treatments are due to the Noxious Weed District by June 30th and fall claims need to be received by December 31st. Reimbursement will be made to the applicant/s on the original application.

*According to the Montana County Noxious Weed Control Act, a noxious weed is any non-native plant that may render land unfit for agriculture, wildlife, forestry, recreation, and other beneficial uses of the land or that may harm native plant communities and has been designated by the State or County as noxious.



BROADWATER COUNTY NOXIOUS WEED DISTRICT

515 Broadway, Townsend, MT 59644

Phone: 406-266-9243

Email: brweed@co.broadwater.mt.us



1.) APPLICANT INFORMATION

Applicant Name _____

Mailing Address _____

City/State/Zip _____ Telephone _____

Email _____

Contact Person/Address/Telephone - if different than applicant _____

Information for person/company supplying herbicide treatments (landowner, private applicator or commercial applicator): _____

Does the person or company have an applicators license? Yes No

License #: _____

2.) PROJECT LOCATION: Project property address - if different than mailing-

3.) REQUESTED BY: Individual _____

Landowner Group: please list individuals involved _____

Land Manager: please list organization _____

4.) PROJECT PURPOSE: Check all that apply

Weed Management Activities

Biological Control _____ Acres

Herbicide _____ Acres

Treatment Timing

Spring treatment April - June

Fall treatment September - October

Other special approval required

5.) LOCATION AND USE:

Private Roadside _____ Acres

Private Land _____ Acres

Common Areas _____ Acres

Irrigation District _____ Acres

Other _____ Acres

Size of total property _____ Acres

Size of noxious weed treatment area _____ Acres

Create a map of your property: use the following tools <https://maps.google.com>

<http://svc.mt.gov/msl/mtcadastral/>

Include on the map: wells, streams, weed infestations by species, home site, etc. Attach map to application.

And include photos specific to the project area and with noxious weeds mapped clearly to indicate species, size of infestation/s and scope of problem. ***Details of treatment will be supplied in the Noxious Weed Management and Revegetation Plan (required).***

Landowner signature:

Landowner Representative Signature

Application Checklist:

- This form complete with signatures
- Broadwater County Noxious Weed Management and Revegetation Plan complete
- Photos
- Map
- Submitted by deadline February 28th (spring) July 1st (fall)



BROADWATER COUNTY NOXIOUS WEED DISTRICT

515 Broadway, Townsend, MT 59644

Phone: 406-266-9243

Email: brweed@co.broadwater.mt.us



BROADWATER COUNTY NOXIOUS WEED MANAGEMENT AND REVEGETATION PLAN

NAME OF APPLICANT(S): _____

POINT OF CONTACT: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ EMAIL: _____

PREFERRED METHOD OF CONTACT:

Email Phone Mail

NAME & BUSINESS OF WEED MANAGEMENT PROFESSIONAL (if applicable):

PHONE: _____ EMAIL: _____

LEGAL DESCRIPTION OF PROPERTY:

_____ ¼ _____ ¼ _____ ¼

Section: _____ Township: _____ Range: _____

PLEASE INCLUDE A SITE MAP WITH FEATURES, WEED INFESTATIONS,
TOPOGRAPHY, ETC.

I. PROJECT OVERVIEW

What are your land management goals for this property?

Will any forage be produced on this property? What happens to forage produced containing noxious weeds or noxious weed seed?

II. LANDSCAPE DATA *(Montana Natural Heritage website is very helpful)*

Describe the present ground cover on the property. What type of soil(s) is present (*ie. loam, clay, gravel, sandy, etc.*)? What is the general topography of the property?

List any water sources (streams, ditches, lake, pond, well, spring, drainages/gullies, etc.) that are on the property. What is the depth of the water table? Presence of ponding and/or runoff?

List any sensitive plant, wildlife, fisheries, or riparian areas that are/may be found on the property.

III. NOXIOUS WEED DATA

What noxious weed species are present on the property?

How many total acres is the property? _____

How many acres are infested with noxious weeds? _____

IV. NOXIOUS WEED MANAGEMENT

Please describe the methods of weed management that will be utilized on the property. *One method alone will never achieve good weed management. An integrated approach, utilizing several techniques that are compatible with your property goals, is encouraged by the Broadwater County Weed Board.*

1. **Prevention** (*certified seed/hay, clean fill, revegetation of disturbed sites, etc.*)

2. **Chemical** (*herbicides*)

3. **Mechanical** (*hand-pulling, mowing, burning, etc.*)

4. **Biological** (*grazing, biological insectary, etc.*)

5. Cultural (*crop rotation, intensive pasture management, revegetation, etc.*)

Who will conduct the noxious weed control activities (described above) on the property? (*See Appendix B for a list of contractors*)

If utilizing herbicide, please fill out the table below.

<i>Noxious Weed Species</i>	<i>Herbicide(s)</i>	<i>Rate of Application</i>

The timing of herbicide applications will greatly affect the success of a chemical control efforts. When do you intend to apply herbicides?

What additional measures will be taken to ensure safe and efficient herbicide use, lowering the impact on sensitive species, water quality and soil health?

Describe how you will monitor and measure the success of your plan.

V. REVEGETATION PLAN

Are any soil disturbances planned over the longevity of the Plan?

YES NO

If YES, complete the following revegetation section.

Describe the type of disturbance and size in acres.

Describe the revegetation work to be done.

What is the average precipitation per year at the property? Will the area be irrigated?

What type of seed will be used to reseed? Where will you obtain the seed? How many pounds per acre of seed mix will be used?

Will the seeded area be fertilized? What type of fertilizer will be used?

What is your revegetation timeline for the property? *Please include details on when revegetation will occur, how often, how will the site be monitored and evaluated, etc.*

Montana and Broadwater County Noxious Weeds

Priority 1A	<p>These weeds are not present or have a very limited presence in Montana. Management criteria will require eradication if detected, education, and prevention:</p> <ul style="list-style-type: none"> - Yellow starthistle (<i>Centaurea solstitialis</i>) - Dyer's woad (<i>Isatis tinctoria</i>) - Common Reed (<i>Phragmites australis</i> ssp. <i>australis</i>) - Medusahead (<i>Taeniatherum caput-medusae</i>)
Priority 1B	<p>These weeds have limited presence in Montana. Management criteria will require eradication or containment and education:</p> <ul style="list-style-type: none"> - Knotweed complex (<i>Polygonum cuspidatum</i>, <i>P. sachalinense</i>, <i>P. × bohemicum</i>, <i>Fallopia japonica</i>, <i>F. sachalinensis</i>, <i>F. × bohémica</i>, <i>Reynoutria japonica</i>, <i>R. sachalinensis</i>, and <i>R. × bohémica</i>) - Purple loosestrife (<i>Lythrum salicaria</i>) - Rush skeletonweed (<i>Chondrilla juncea</i>) - Scotch broom (<i>Cytisus scoparius</i>) - Blueweed (<i>Echium vulgare</i>)
Priority 2A	<p>These weeds are common in isolated areas of Montana. Management criteria will require eradication or containment where less abundant. Management shall be prioritized by local weed districts:</p> <ul style="list-style-type: none"> - Tansy ragwort (<i>Senecio jacobaea</i>, <i>Jacobaea vulgaris</i>) - Meadow hawkweed complex (<i>Hieracium caespitosum</i>, <i>H. praealtum</i>, <i>H. floridundum</i>, and <i>Pilosella caespitosa</i>) - Orange hawkweed (<i>Hieracium aurantiacum</i>, <i>Pilosella aurantiaca</i>) - Tall buttercup (<i>Ranunculus acris</i>) - Perennial pepperweed (<i>Lepidium latifolium</i>) - Yellowflag iris (<i>Iris pseudacorus</i>) - Common buckthorn (<i>Rhamnus cathartica</i> L.) - Flowering rush (<i>Butomus umbellatus</i>) - Eurasian watermilfoil (<i>Myriophyllum spicatum</i>) - Ventenata (<i>Ventenata dubia</i>)
Priority 2B	<p>These weeds are abundant in Montana and widespread in many counties. Management criteria will require eradication or containment where less abundant. Management shall be prioritized by local weed districts:</p> <ul style="list-style-type: none"> - Leafy spurge (<i>Euphorbia esula</i>) - Saltcedar (<i>Tamarix spp.</i>) - Oxeye daisy (<i>Leucanthemum vulgare</i>) - St. Johnswort (<i>Hypericum perforatum</i>) - Russian knapweed (<i>Acroptilon repens</i>, <i>Rhaponticum repens</i>) - Spotted knapweed (<i>Centaurea stoebe</i>, <i>C. maculosa</i>) - Diffuse knapweed (<i>Centaurea diffusa</i>) - Dalmatian toadflax (<i>Linaria dalmatica</i>) - Houndstongue (<i>Cynoglossum officinale</i>) - Sulfur cinquefoil (<i>Potentilla recta</i>) - Common tansy (<i>Tanacetum vulgare</i>) - Yellow toadflax (<i>Linaria vulgaris</i>) - Whitetop (<i>Cardaria draba</i>, <i>Lepidium draba</i>) - Field bindweed (<i>Convolvulus arvensis</i>) - Canada thistle (<i>Cirsium arvense</i>) - Curlyleaf pondweed (<i>Potamogeton crispus</i>) - Hoary alyssum (<i>Berteroa incana</i>)
Priority 3	<p>Regulated Plants: (NOT MONTANA LISTED NOXIOUS WEEDS) These regulated plants have the potential to have significant negative impacts. The plant may not be intentionally spread or sold other than as a contaminant in agricultural products. The state recommends research, education and prevention to minimize the spread of the regulated plant.</p> <ul style="list-style-type: none"> - Cheatgrass (<i>Bromus tectorum</i>) - Hydrilla (<i>Hydrilla verticillata</i>) - Russian olive (<i>Elaeagnus angustifolia</i>) - Brazilian waterweed (<i>Egeria densa</i>) - Parrot feather watermilfoil (<i>Myriophyllum aquaticum</i> or <i>M. brasiliense</i>)
Priority 4	<p>COUNTY DESIGNATED NOXIOUS WEEDS These plants have the potential for serious negative impacts. Management criteria will require eradication or containment. Control of these plant species is required by Broadwater County.</p> <ul style="list-style-type: none"> - Musk Thistle (<i>Carduus nutans</i>) - Bull Thistle (<i>Cirsium vulgare</i>) - Black Henbane (<i>Hyoscyamus niger</i>) - Baby's Breath (<i>Gypsophila paniculata</i>) - Burdock (<i>Arctium minus</i>) - Perennial Sowthistle (<i>Sonchus arvensis</i>)



BROADWATER COUNTY NOXIOUS WEED DISTRICT

515 Broadway, Townsend, MT 59644

Phone: 406-266-9243

Email: brweed@co.broadwater.mt.us



2023 Commercial Applicators

Licensed With Montana Department of
Agriculture
Broadwater and Surrounding Counties

4M Weed & Pest Control, LLC
Charles McDougal (406) 925-1494

Empire Weed Control
Stacey Baertsch (406) 439-3601

Ernst Weed Control
Jeff Ernst (406) 431-2883

Headwaters Flying Service
Patrick Smith (406) 285-3006

Helena Weed Control
Bob Summers (406) 439-2765

JHS Inc.
John Semple (406) 443-7487

Korpi Lawn & Landscape
Job Brooks (406) 587-5296

M & T Noxious Weeds
Greg Maser (406) 439-9580

Pioneer Weed Control
Larry Burton (406) 782-666

S & H Weed Control
Heath Hanson (406) 596-2645

AV8-ORR
Andy Orr (406) 360-0207

Guy Terrill
Guy Terrill (406) 683-5084

Monture Creek Land Management, Inc.
Phil Smith (406) 531-6805

Nitro Green
Brad Culver (406) 443-5088

Paradise Farm Weed Control, LLC
Mark Morgan (406) 431-0653

Quality Weed Control
Allen Harper (970) 682-5387

TruGreen Lawn Care
Decker Roberts (406) 441-2244

West River Land Management
Nigel Davis (406) 437-1709

Rebel Ranch Spraying
Kane Cartwright (406) 202-1159

Willow Creek Contract Weed Control, LLC
Derek Allen (406) 595-2528

Paradise Farm Weed Control
Mark Morgan (406) 431-0653

Southwest Weed Control, INC
Klint Todd (406) 596-0469

Headwaters Flying Service
Cody Folkford (406) 439-4179

Buchanan Spray Service
Neil Buchanan (406) 439-4179



Broadwater County Chemical and Biological Control Agent Cost Share Program Reimbursement Form



To be presented to the Noxious Weed District Office with copies of receipts for herbicides/ biocontrol agents purchased.

Date(s) of Treatments: _____

Section A: Herbicide Treatments

Where were the herbicide(s) purchased?: _____

Herbicides used and application rates:

- 1.) _____ /acre
2.) _____ /acre
3.) _____ /acre

Area treated in acres: _____

Include application record(s)

Total purchase cost of approved herbicide(s): _____

Section B: Biological Control Treatments

Where were the biocontrol(s) released (include map) _____

What biocontrol species were released?

- 1.) _____
2.) _____
3.) _____
4.) _____

Include biocontrol release record

Total purchase cost of approved biocontrol agents: _____

(Last name) (First name) (Telephone number)

(Mailing Address) (City) (State) (Zip)

(Legal description: Township, Range, Section, etc. of Treatment)

(Signature of original applicant) (Date)

Cost Share Application Evaluation Criteria	Score
<p>This project application is detailed, organized and complete.</p> <ul style="list-style-type: none"> ▪ 0= The application is missing components ▪ 1-15= This project has all the parts of the application, but lacks basic information, lacks detail and thoroughness. ▪ 16-30 = The basics are there but more information or detail could be provided ▪ 31-45= This project is detailed, and outlines a clear objective. ▪ 46-50= This project needs no further information, is detailed, through and complete. 	
<p>This project clearly outlines size and density of the infestation and its ratio to the size of the property.</p> <ul style="list-style-type: none"> ▪ 0= missing ▪ 1-9 = may not justify treatment proposed ▪ 10-15= non-uniform density of infestation ▪ 16-20= infestation justifies proposed treatment over entire proposed acreage 	
<p>This application contains EDRR species.</p> <ul style="list-style-type: none"> ▪ 0= Does Not ▪ 10= Does 	
<p>The treatments in the application are to be completed by a commercial, licensed applicator, or professional.</p> <ul style="list-style-type: none"> ▪ 0= No ▪ 10= Yes 	

CONTRACT NUMBER 2024-004-007

THIS CONTRACT, is entered into between Rocky Mountain Development Council, Inc., Area IV, (Rocky) whose contact information is as follows: Federal ID Number, 81-0296458, UEI Number, WH8RKE4MXBM5, PO Box 1717 Helena, MT, 59624, (406) 447-1680 and jmarks@rmdc.net and Broadwater County Health Department, (the Contractor) whose contact information is as follows: Federal ID Number, 81-6001337 , UEI Number, GJUMXPTA7MB6, 124 North Cedar, Townsend, MT, 59644, (406) 266-5209 and rtaylor@co.broadwater.mt.us, (collectively, the "Parties").

RECITALS

The purpose of this contract is:

1. To develop and maintain a comprehensive and coordinated service delivery system for providing supportive, nutrition, information, caregiver, and advocacy services to older individuals in accordance with the Older Americans Act and the approved Area Plan.
2. To foster maximum dignity and independence for older Montanans, especially those with the greatest social and economic needs, those residing in rural areas, and those who are homebound.
3. To broaden knowledge and understanding of aging and the aging process, explore innovative programs and services for older individuals, and address the need for trained personnel in the field of aging by prioritizing education and training of personnel to serve Montanans sixty (60) and older.

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

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties for the delivery of Older Americans Act programs, the State Health Insurance Program (SHIP), and the Medicare Improvement and Patient Portability Act (MIPPA), (collectively the "Services"). Detailed description of these services is outlined in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. Rocky and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors, and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 1. Contract (this instrument)
 2. Attachment A: Pursuant to 2 CFR 200
 3. Attachment B: Scope of Work

4. Attachment C: Projected Budget
5. Attachment D: Federal and State Law Requirements
6. Attachment E: Insurance Requirements
7. Attachment F: Assurances

SECTION 2. TERM OF CONTRACT

This contract is executed and in effect from the date of signatures through June 30, 2024, unless terminated in accordance with the provisions of the Contract.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. Other Programs as Payers for Services - Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

For State Fiscal Year 2024 (July 1, 2023, through June 30, 2024) the Contractor will receive the following reimbursement:

1. In consideration of the services to be provided under Section 1 of this contract, Rocky agrees to pay the Contractor
 - An amount not to exceed \$ 18,713.00.
 - In accordance with the Budgets, Attachment C of this contract.
 - An advance equal to 1/12 of Rocky's obligation within 10 days of receipt of funds from the state of Montana, if the required reporting has been received by the contractor.

2. Match Requirement

The Contractor must provide \$333 in matching funds. These matching funds may not originate from federal funds and may not be used as a match for any other federal monies.

The Contractor must match Title funds as follows:

- a. 111-8 and Title 111 - C program funds must be matched by fifteen (15) percent.
- b. Title 111-E Caregiver funds must be matched by twenty-five (25) percent.

It is required that the entity expending the funds fulfills these match requirements. However, no matching funds are required for the State General fund.

3. Land and Facilities

Funds available under this contract may not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvements of any building or other facility.

4. Order of Expenditures

Project income must be used to meet program expenditures prior to using State General funds and Title III funds.

5. Other Programs as Payors for Services - Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

6. Payment to the Contractor shall be made to:

Broadwater County Health Department
124 North Cedar
Townsend, MT 59644

7. The Contractor must bill in accordance with the procedures and requirements Rocky identifies and must itemize all services and expenses for reimbursement.

8. This contract is valid and enforceable only if sufficient funds are made available from the federal government to the State and by the State for the appropriate fiscal year for the purposes of this program.

9. The Contractor will use the budget template provided by Rocky to submit monthly expenditures by the tenth (10th) of each month. Failure to submit required reports on a timely basis will result in the withholding of payments until the required reports are received.

10. The Contractor must submit, on or before the tenth (10th) day of each month SHIP work in Capstone, including client contacts and public & media events.

11. The Contractor must submit, on or before the tenth (10th) day of each month all reporting related to Information and Assistance/ADRC, which includes the needs form and client and/or caregiver contacts in Capstone.

C. Adjustments to Consideration

Rocky may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

D. Sources of Funding

The sources of the funding for this Contract are \$17,713 from the state general fund and for the remaining balance, federal grants from; CFDA 93.044 (Part B, Supportive Services), CFDA 93.045 (Parts C1 and C2, Nutrition CFDA 93.043 (Part D, Preventive Health Services), CFDA 93.052 (Part E, NFCSP), CFDA 93.042 (Ombudsman), CFDA 93.041 (Elder Abuse), CFDA 93.324 (SHIP), if applicable.

E. Erroneous and Improper Payments

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

F. Final Payment

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

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor .

SECTION 4. PREVAILING WAGE REQUIREMENTS

A. Montana Resident Preference

The nature of the work performed, or services provided, under this Contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or non-construction services. Contractor shall abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

B. Standard Prevailing Rate of Wages

In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

SECTION 5. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. Rocky's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, Rocky may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 6. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures, and finances during the term of this Contract and for 8 years after its completion date of Rocky's master contract with DPHHS, which is 6/30/2034. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide Rocky and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other locations as agreed to by the parties.

SECTION 7. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

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

B. Audits and Other Investigations

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

C. Corrective Action

If directed by Rocky, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. Rocky may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

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

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

SECTION 8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

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

SECTION 9. INDEMNIFICATION

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

B. Rocky must give the Contractor notice of any allegation of liability and at the Contractor's expense, Rocky shall cooperate in the defense of the matter.

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

SECTION 10. LIMITATIONS OF STATE LIABILITY

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

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

SECTION 11. INSURANCE COVERAGE

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

SECTION 12. CONFLICTS OF INTEREST

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

SECTION 13. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents, and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor

must hold the State of Montana harmless from any liability on account of any such taxes or assessments.

- H. The following information may be required pursuant to 2 CFR 200: See Attachment A.
- I. Nondiscrimination Against Firearms Entities/Trade Associations. Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with HB 356, Ch. 193, Mont. L. 2023.

SECTION 14. REGISTRATION OF OUT OF STATE ENTITIES

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

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

SECTION 15. OWNERSHIP OF DATA AND DOCUMENTS

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

SECTION 16. CONFIDENTIALITY

- A. Personal Information
 - 1. During the term of this Contract, the Contractor, its employees, subcontractors, and agents must treat and protect as confidential all material and information Rocky provides to the Contractor or which the Contractor acquires on behalf of Rocky in the performance of this Contract which contains the personal information of any person.
 - 2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon Rocky's request, the Contractor will allow Rocky to review and approve any specific security standards and procedures of the Contractor.

- B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must

confidentially report the disclosure or use to Rocky in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information .

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

1. The Contractor must provide Rocky with written notice within five workdays of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide Rocky with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

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

E. Access/Use of Confidential Information

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

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

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

SECTION 17. PROPRIETARY INFORMATION

- A. Before Rocky can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by Rocky, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor,

acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying Rocky with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should Rocky accept the claim as legitimate and as a result be subjected to administrative or legal contest.

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

SECTION 18. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity, or advertising that in any way associates the services or performance of the Contractor or Rocky under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal, and electronic media.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of Rocky. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of Rocky."
- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- D. Before the Contractor uses, publishes, releases, or distributes them to the public or to local and state programs, Rocky must review and approve all products, materials, documents, publications, press releases, and media pieces (in any form, including electronic) the Contractor or its agents produce with contract monies to describe and promote services provided through this Contract.

SECTION 19. ACCESS TO PREMISES

The Contractor: must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor, or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the

safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 20. LIAISON AND SERVICE OF NOTICES

Heather Nicholson 406-447-1680 (Phone), 406-447-1629 (Fax), hnicholson@rmdcnet is the liaison For Rocky. Ruby Taylor, LPN, 406-266-5209 (Phone), 406-266-3940 (Fax) rtaylor@co.broadwater.mt.us is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract.

SECTION 21. MEETINGS

Technical or Contractual Problems. Contractor shall meet with Rocky's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and Rocky in the performance of their respective obligations, at no additional cost to Rocky. Rocky may request the meetings as problems arise and will be coordinated by Rocky. Rocky shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

SECTION 22. FORCE MAJEURE

If the Contractor or Rocky is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the

other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 23. CONTRACT TERMINATION

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

- B. Rocky may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Rocky may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason.
 2. Rocky determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, Rocky shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from Rocky to Contractor. The option to terminate shall be at the sole discretion of Rocky.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist Rocky, its agents, representatives, and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by Rocky or its designee and shall allow Rocky access to the Contractor's facilities, records, and materials to fulfill these requirements.
- E. Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:
1. Products or services furnished fail to conform to any requirement.
 2. Failure to submit any report required by this Contract.
 3. Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior Department approval or breaching Technical or Contractual Problems, obligations; or
 4. Voluntary or involuntary bankruptcy or receivership.
- F. Event of Breach by Rocky . Rocky's failure to perform any material terms or conditions of this Contract constitutes an event of breach.
- G. Actions in Event of Breach. Upon Contractor's material breach, Rocky may:
1. Terminate this Contract under Termination for Cause or Convenience and pursue any of its remedies under this Contract, at law, or in equity; or
 2. Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

H. Upon Rocky's material breach, Contractor may:

1. Terminate this Contract under Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
2. Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

SECTION 24. ADDITIONAL REMEDIES

A. Withholding Payments

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

B. Reductions in Payments Due

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

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

D. Stop Work Order

1. Rocky may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by Rocky after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. Rocky, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

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

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

SECTION 25. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 26. GENERAL

- A. No statements, promises, or inducements made by the parties, or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified, or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by Rocky, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach, or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach, or failure of performance. In addition, waiver of a default, breach, or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to-this Contract.

H. This Contract may be executed in counterparts, which together will constitute one instrument.

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

ROCKY MOUNTAIN DEVELOPMENT COUNCIL

Y: Lori Ladas
Lori Ladas, Executive Director

Date: 11/16/23

BROADWATER COUNTY HEALTH DEPARTMENT

BY: _____
Broadwater County Commissioner

Date: _____

**Attachment A
Pursuant to 2 CFR 200**

Title III E

Sub recipient name: Broadwater County Health Department

Sub recipient Unique Entity Identifier: GJUMXPTA7MB6

FAIN number: N/A

Federal Award date: February 13, 2023

Federal award start and end date: 10/1/2022-09/30/2024

Total amount of funds obligated with this action: \$71,027

Amount of funds obligated to sub recipient: \$1,000

Total amount of the federal award \$143,343

Project description Title III E- Caregiver Services

Awarding agency/ pass-through entity/contact info/ Ruby Taylor, LPN 406-266-5209

CFDA/ALN number/name: 93.052

Research and Development: No

Indirect cost rate: N/A

Attachment B SCOPE OF WORK

The functions, responsibilities, and activities in implementing the Older Americans Act and the area plan include, but are not limited to, those mentioned in this attachment. The programs and services to be delivered by the Contractor include the following:

Administration:

- A. Rocky's Agency on Aging, also called Rocky Aging, is the program of the Rocky Mountain Development Council responsible for administering Older American Act programs in Area IV. Area IV serves the counties of Broadwater, Gallatin, Jefferson, Lewis and Clark, Meagher, and Park. Area IV is one of ten Montana Area Agencies on Aging administered by the Aging Services Bureau of the Senior and Long Term Care Division of the Montana Department of Public Health and Human Services.
- B. Contractors of Rocky Aging must comply with the following administrative parameters:
 - **Area IV governance** :Structure includes the Area IV Governing Board and Area IV Advisory Council operating under the authority of the Board of Directors of Rocky Mountain Development Council. The Area IV Governing Board consists of one County Commissioner or the Commissioners' designee from each of Area IV's six counties along with a representative from senior nutrition. The Area IV Advisory Council consists of membership requirements circumscribed in the Older Americans Act. The Governing Board and Advisory Council may adopt a joint motion at the beginning of each joint meeting to act as a single entity.
 - **Compliance** :includes applicable laws and regulations including the Older Americans Act and the Montana Older Americans Act as well as any additional federal and state requirements. In addition, Area IV contractors operate under the Area IV Plan and the Montana State Plan. Rocky Aging stands ready to provide technical assistance. Contractors may also seek technical guidance from the Aging Services Bureau of the Senior and Long Term Care Division of the Montana Department of Public Health and Human Services.
 - **Priorities for Services** :Beneficiaries of Area IV services include qualified older individuals (60 and over) with greatest economic need, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas, older individuals with greatest social need, and older individuals at risk for institutional placement. Also includes priority to serve low-income minority individuals, older individuals who are homebound, and older individuals residing in rural areas at least in the proportion that they represent the total population in the area served.
 - **Professional Development** Includes employees and volunteers of contractors meeting or exceeding applicable certification and re-certification requirements as set forth by the Aging Services Bureau of the Senior and Long-Term Care Division of the Montana Department of Public Health and Human Services.

- C. If there is a significant population of older individuals who are Native American in the planning and service area, the Area Agency on Aging shall conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under the Older Americans Act.

D. Aging Supportive Services:

Services to those age sixty (60) and older, with the greatest economic and social need. The services and units may include:

1. Caregiver Services:
 - a. Caregiver Counseling - A unit of service is one (1) hour.
 - b. Caregiver Training -A unit of service is one (1) hour.
 - c. Caregiver Support Groups -A unit of service is one (1) session.
 - d. Information and Assistance (Caregiver) -A unit of service is one (1) contact.
 - e. Information Services (Outreach) - A unit of service is one (1) activity.
 - f. Respite In-home - A unit of service is one (1) hour.
 - g. Respite Out of Home Day -A unit of service is one (1) hour.
 - h. Respite Out of Home Overnight-A unit of service is one (1) hour.
 - i. Respite Other - A unit of service is one (1) hour.
 - j. Supplemental Services - (Service Name, # unduplicated served, estimated service units)
2. Care Management - Service unit is one (1) hour.
3. Congregate Meals - A unit of service is one (1) meal
4. Friendly Visiting/Telephone Reassurance -A unit of service is one (1) contact.
5. Health Promotion: Evidence-Based (# of unduplicated served).
6. Health Promotion: Non-Evidence-Based (# of unduplicated served).
7. Home Delivered Meal - Unit of service is one (1) meal.
8. Homemaker-A unit of service is one (1) hour.
9. Home Chore - Unit of service is one (1) hour.
10. Information and Assistance - A unit of service is one (1) contact.
11. Information and Assistance (Caregiver) - A unit of service is one (1) contact.
12. Legal Assistance -A unit of service is one (1) hour of legal advice, consultation by an attorney or other person acting under the supervision of an attorney (either paid or pro bona).
13. Nutrition Education - A unit of service is one (1) session/training program.
14. Outreach/Community Education - A unit of service is one (1) individual contact event.
15. Personal care - A unit of service is one (1) hour.
16. Senior Center Activities -A unit of service is one (1) activity.
17. Senior Companion - A unit of service is one (1) hour.
18. Skilled Nursing Services - A unit of service is one (1) hour.
19. Transportation-: A unit of service is one (1) one-way trip.
20. Transportation (Assisted) - A unit of service is one (1) one-way trip. Assistance includes escort or other appropriate assistance for a person who has difficulties using regular vehicular transportation (physical or cognitive).

E. State Health Insurance Program:

The State Health Insurance Program (SHIP) staff/volunteers in the AAAs Planning and Service Area will:

1. Serve as an information source and advocate for beneficiaries, a link between the beneficiary and the various agencies, and a resource for the identification of possible problem areas.
2. Consider and engage in opportunities to educate older adults and the public about the benefits of SHIP, and the distribution of Medicare and Medicaid information to individuals and groups.
3. Assist in the development of additional educational seminars in each county and on the seven Indian reservations, in collaboration with the SHIP Advisory Council and State staff.
4. Provide information, counseling, and assistance that will help Medicare beneficiaries understand and access program benefits as well as improve the value of their health care coverage.
5. Deliver counseling, education, and outreach to support beneficiaries in identifying, understanding, and enrolling in suitable programs and plans, such as prescription drug coverage, Medicare Advantage plans, Medicare supplemental insurance policies, Medicare Savings Programs, Long-term care insurance and financing, and other public and private health insurance options available to Medicare beneficiaries, given their eligibility and appropriateness.
6. Provide counseling to individual beneficiaries who are unable to access other channels of information or who are needing and preferring locally based individual counseling services.
7. Perform targeted outreach to provide access to counseling to low-income, dual-eligible, and hard-to-reach populations.
8. Develop and submit to Rocky, by October 1, 2023, an outreach plan outlining how Medicare clients and communities will be informed about Medicare Part A, B, and D programs, Medicare Advantage, Medigaps, Medicare Savings Programs, Low Income Subsidy, Big Sky RX, and Medicare Health and Wellness benefits.
9. Refer beneficiaries to other federal, state, or local agencies for assistance to address problems with health insurance coverage.
10. Assure full accessibility of SHIP services to all categories of Medicare-eligible individuals, including the aged, disabled, and end stage renal disease patients. SHIP services are to be provided without discrimination based on race, color, national origin, disability, age, sex, or income. Reasonable efforts must be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g., language, visual, hearing or speech impairments, physical accessibility, literacy, and location.

11. Comply with ACL reporting standards, report client contacts, outreach, and media events.
12. Participate in MIPPA activities - helping Medicare beneficiaries apply for Medicare Savings Programs and Low-Income Subsidy. Also, MIPPA outreach regarding MSP, LIS and Medicare prevention and wellness benefits. Report activities in Capstone.
13. Designate SHIP led to disseminate SHIP requirements and information to other local SHIP counselors in Area. Act as a liaison between local SHIPs and State SHIP Director.

F. Capstone: Adult Protective Services (APS) Referrals

APS can now directly refer clients in need of AAA services within their system to the Capstone database. Given all communications will be visible to each AAA role, it is essential to have internal procedures in place for assigning the referral to the appropriate staff person. The AAA is expected to respond to these referrals within three (3) business days. APS Social Services Workers will conduct follow-ups with each referred individual after thirty (30) days, to ensure services have been implemented effectively and are meeting the needs of the referred individuals.

G. Training

Training topics may include the Older Americans Act and regulations, senior centers and focal points, nutrition, ombudsman topics, legal, coordination and planning, potential referral sources for Information and Assistance, Medicare, and reporting requirements.

Documentation of appropriate agency staff having completed American Indian cultural awareness training will be provided to the State Office on Aging annually.

Mandatory minimum training participation includes Ombudsman, Information and Assistance and SHIP as established by the State Office on Aging. In addition, the Senior and Long-Term Care Division requires all providers under contract to have annual training on abuse, neglect, and exploitation as well as training for reporting this information to APS. Providers may work directly with APS to schedule training.

Mileage reimbursement will follow the standard IRS high-rate amount for the first 1,000 miles traveled in a calendar month. For each mile driven over one thousand (1,000) miles in a calendar month, the low-rate amount (62.5 cents) is paid. These amounts may change annually, in January.

The Contractor must reimburse travel and per diem expenses for the mandatory training sessions, at a minimum, in accordance with state rates in effect at the time of travel. These rates currently are:

Mileage: 65.5 cents per mile

In-state Meals:

Out of State
Meals

Breakfast \$8.25

\$13.00

Lunch \$9.25

\$15.00

Dinner \$16.00

\$26.00

Lodging: Overnight (with receipt): Actual cost not exceeding \$98.00, plus tax.

Overnight (no receipt): \$12.00

Attachment C

PROJECTED BUDGET

BROADWATER COUNTY HEALTH FY24				
ATTACHMENT C				
EXPENDITURE CATEGORY	RESPITE/ CAREGIVER	SKILLED NURSING	HOMEMAKER	TOTALS
Personnel & Fringe	1333	2375	12213	
Sunlies		500	1000	
Communications				
Utilities				
Repairs & Maintenance				
Travel & Training		125		
Building Soace				
Insurance				
Equipment				
Contracted Services				
Other:			1500	
TOTAL EXPENDITURES:	1,333	3,000	14,713	19,046
SOURCES OF FUNDING:				
IIIB				
IIID				
IIIE	1000			
State GF		3000	14713	
Carrvover IIIE				
TOTAL FED/STATE FUNDING:	1,000	3,000	14,713	18,713
LOCAL MATCH:				
CASH	333	0	0	
IN-KIND				
TOTAL MATCHING FUNDS:	333	0	0	333
PROJECT INCOME NON-MATCH:				
OTHER RESOURCES:	0	0	0	
TOTAL REVENUES	1,333	3,000	14,713	19,046

Attachment D

FEDERAL AND STATE LAW REQUIREMENTS

Rev.
4/29/2022

A. Compliance with Federal Authorities

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin, as implemented by DoD regulations at 32 CFR part 195.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age, as implemented by DoD regulations at 32 CFR part 196.
3. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, *et seq.*), prohibiting discrimination based upon gender, as implemented by DoD regulations at 32 CFR part 196.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability, as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Copeland "Anti-Kickback" Act. Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.
13. Debarment and Suspension. Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. These regulations restrict 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. Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Contractor's contract files and shall be subject to audit by Federal and State audit agencies.

14. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
15. Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352). Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
16. Drug-Free Workplace. Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
17. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation.
 - a. First-tier Subawards.

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.
 - b. Total Compensation of Recipient Executives.
 - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (1) the total Federal funding authorized to date under this award is \$30,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under

the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.

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

(1) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$30,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$30,000.

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

DPHHS

Attn: BFSDFATA Reporting

PO Box 4210

Helena, MT 59604-4210

hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

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

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

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

(2) \$30,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

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

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

i. Subawards, and

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

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

19. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic and Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding, and other

- requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
20. Patient Protection and Affordable Care Act- P.L. 111-148
 21. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.
 22. Use of United States Flag Vessels. Contractor agrees that travel under this Contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 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. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision 8138942. Contractor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).
 23. Buy American Act. Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America, and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.
 24. System For Award Management. Contractor agrees to comply with the System for Award Management. Contractor must provide UEI number to the state. Unique Entity Identifier (UEI) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. A UEI number may be obtained from www.sam.gov telephone (currently 866-606-8220) or the internet (currently at www.sam.gov).
 25. Procurement of Recovered Materials. Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 26. 2 C.F.R. 200.326, Appendix 11, Required Contract Clauses. 2 C.F.R. 200.326, Appendix 11, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this agreement as applicable. Contractor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this agreement with the State.
 27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this Contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, Section 889.
 28. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, As Amended. Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will

- report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
29. Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention that arises during the course of the Contract shall be reported to the non-Federal entity. Contractor/Nendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 30. Uniform Relocation Assistance and Real Property Acquisition Policies. Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.
 31. Lobbying. Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
 32. Contract Work Hours and Safety Standards Act. Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.
 33. Environmental Protection.
 - (a) Contractor agrees that its performance under this Contract shall comply with:
 - (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414).
 - (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
 - (3) The Resources Conservation and Recovery Act (RCRA).
 - (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA).

- (5) The National Environmental Policy Act (NEPA).
 - (6) The Solid Waste Disposal Act (SWDA).
 - (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31; and
 - (8) To identify any impact this Contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state, or local environmental regulation.
- (b) In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the state any impact this Contract may have on:
- (1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - (2) Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available; for federally assisted construction or acquisition in flood-prone areas.
 - (3) Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - (4) Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrierresources.
 - (5) Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

B. Compliance with State of Montana Authorities.

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

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws - §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

Attachment E

Rev. 7/2020

INSURANCE REQUIREMENTS

I. Insurance.

Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The certificate(s) must name Rocky Mountain Development Council, Inc. as certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.

II. Primary Insurance.

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

III. Insurance Requirements.

Specific Requirements for Compliance with Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. No parties to this contract are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

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

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

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

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

The insurance certificates must name Rocky Mountain Development Council, Inc. as a certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability, automobile liability policies, and professional liability. The insurance forms must be updated annually.

IV. Deductibles and Self-Insured Retentions.

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

V. Certificates of Insurance.

Insurance is to be placed with an insurer with a Best's rating of no less than A-. Note: Best's ratings do not apply to political subdivisions of the state (i.e., counties, cities, towns, and school districts) under §2-9-211, MCA. All certificates and endorsements are to be received by Rocky prior to the provision of a service or purchase of a product. Contractor must notify Rocky immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The contractor shall provide Rocky with certificates verifying insurance coverage.

ASSURANCES

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

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

1. www.hhs.gov/ocr/hipaa

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

2. U.S. Department of Health & Human Services/ Centers for Disease Control & Prevention_ <http://www.cdc.gov/Other/privacy.htm>]. The federal Department of Health & Human Services/ Centers for Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website for Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements. <https://medicaidprovider.mt.gov/>

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

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

PROVIDER ASSOCIATIONS

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

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040 ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. OD 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. OD 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. D 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. DO 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) DD 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. D 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental

or financing of housing; (l) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (o) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. DD 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. DD 327-333, regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following:
(a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. DD 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. DD 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. DD 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

BROADWATER COUNTY HEALTH DEPARTMENT

BY: _____ Date: _____

Broadwater County Commissioner

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

1. Type of Federal Action: D a. contract D b. grant D c. cooperative agreement D d. loan D e. loan guarantee D f. loan insurance	2. Status of Federal Action : D a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: D a. initial filing D b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
---	---	--

See reverse for public burden disclosure

4. Name and Address of Reporting Entity: D Prime D Subawardee <p align="center">Tier _____ if known</p> Congressional District, if known: _____ 6. Federal Department/Agency: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____ 7. Federal Program Name/Description: _____
--	---

Federal Action Number, if known: _____	CFDA Number, if applicable: _____ 9. Award Amount, if known: _____
--	---

10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____	\$ _____ a. Individuals Performing Services (including address if different from No. 10a) (last name, first name MI): _____
--	---

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

Print Name: _____ _____ Title: _____ Telephone No.: _____ Date: _____	_____ _____ _____ _____
---	----------------------------------

Federal Use Only:

Authorized for Local Reproduction
 Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions,

searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



Montana Healthcare Foundation Service Request Agreement

This SERVICE REQUEST AGREEMENT (“Agreement”) is effective as of November 28, 2023 between Montana Healthcare Foundation (the “Foundation”), a Montana charitable trust, having its principal place of business at 777 East Main Street, Suite 206, Bozeman, Montana 59715, (the “Foundation”) and Broadwater County (the “Beneficiary”).

Service Request Summary: The Foundation will provide the Beneficiary with data technical assistance and analysis for the behavioral health crisis coalition in their community.

IN CONSIDERATION of the mutual promises and valuable consideration set forth in this Agreement, it is agreed by and between the Foundation and Beneficiary as follows:

1. Scope of Services. The Foundation shall assist the Beneficiary with the activities described in the summary above (the “Services”), and the Beneficiary shall devote its staff and/or resources to develop a data platform to track outcomes and impact of the behavioral health crisis work.
2. Consultant. The Foundation, in its sole discretion, may choose to engage one or more consultants to assist with the Services. If so, the Foundation shall contract with consultant(s) for assistance with the Services (“Consultant Contract”). The Foundation, using its own funds, shall pay the consultant(s) pursuant to the Consultant Contract. If the Foundation does engage one or more consultants to assist with the Services, all references to the Foundation herein shall include such consultant(s).
3. Term. The term of this Agreement shall last until terminated for any reason by either of the parties.
4. Privacy and Security of Health Information

The parties acknowledge that Beneficiary may receive or develop individually identifiable protected health information as part of the research required to develop the deliverables identified by this Agreement. Beneficiary represents and warrants that any individually identifiable health information used or disclosed in connection with the Services will be used and

disclosed in compliance with applicable federal and state statutes and regulations regarding the privacy and security of such information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 201 et seq., as amended, and its applicable implementing regulations, 45 C.F.R. Part 164 (HIPAA); and Montana Government Health Care Information Act, Title 50, chapter 16, part 6.

Any health information reported to the Foundation, consultant(s) or any other third party will be de-identified within the meaning of the HIPAA privacy rule or will be consistent with the research subject's signed HIPAA authorization or will be otherwise permissible under law.

5. Confidentiality. In connection with this Agreement, either party may receive from the other party certain proprietary or confidential business information, databases, trade secrets, and innovations belonging to disclosing party (collectively, "Confidential Information"), the value of which might be lost if the confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, schedules, addendums, and/or attachments are deemed Confidential Information.

6. Non-Disclosure of Confidential Information. Neither party may disclose any Confidential Information belonging to the other party to any person except as specifically described in this Section 5, nor shall the receiving party copy or reproduce any Confidential Information of the other party unless expressly authorized to do so in writing by the disclosing party. The receiving party may disclose Confidential Information of the other party only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of such Confidential Information; and (ii) have agreed not to disclose such Confidential Information to any other person or entity. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent such Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, the receiving party shall handle the Confidential Information with the same degree of care that it uses to protect its own confidential information of a similar nature, but no less than reasonable care. The receiving party agrees that its obligations under this Clause 5 will survive indefinitely, until such time the Confidential Information becomes publicly known through no fault of the receiving party.
 - Limitation. The confidentiality provisions of this Agreement will not apply to:
 - Information which at the time of disclosure is generally known to the public through no fault of the receiving party; or
 - Information which becomes published or generally available to the public, otherwise than through any act or omission on the part of the receiving party; or

- Information which the receiving party can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from the other party; or
 - Information rightfully acquired from others who did not obtain it under pledge of secrecy to either party; or
 - Information required to be disclosed pursuant to a court, federal regulatory agency, or state regulatory agency order, or required to be disclosed pursuant to any federal or state statutory or regulatory provision provided the receiving party provides the other party with five (5) business days written notice of prior to its disclosure.
- [Remedy](#). In the event a party breaches or threatens to breach any of the provisions of Clause 5 of this Agreement, the harmed party is entitled to an injunction restraining the receiving party from disclosing any such information or knowledge. Nothing contained herein will be construed as prohibiting or in any way limiting a party from pursuing any other remedy available to it for such breach or threatened breach, including the recovery of damages from the other party.
7. [No Legal Advice](#). The parties acknowledge that the Foundation does not give legal advice and that the Foundation has not been retained to render legal advice. The Beneficiary hereby acknowledges and agrees that any research, advice, materials, papers, working papers, drafts, presentations, webinars, representations, proposals, statements concerning any laws or regulations, opinions, recommendations, or information of any kind (collectively, "Work Product"), whether written or oral, provided by the Foundation, in connection with the Services does not constitute a warranty, guarantee or assurance that the Work Product will survive legal or regulatory challenge or scrutiny. The Beneficiary further acknowledges and agrees that:
- The Foundation is not undertaking a financial audit of the Beneficiary's operations or finances; and
 - The Foundation is not responsible for:
 - Billing errors made by the Beneficiary or its agents or employees; nor
 - Any matters that are not specifically disclosed or brought to the attention of the Foundation during the Term of this Agreement.
 - The Foundation is not undertaking any obligation to advise the Beneficiary of future changes in best practices, or state or federal laws or regulations that may have a bearing on the Services provided under this Agreement.
8. [No Medical Advice](#). The parties acknowledge that the Foundation does not provide medical advice, guidance, consultation, or treatment regarding individual patients. The Foundation's activities with respect to the Services relate only to general issues of the structure, workflow or billing of a medical practice, and not to matters related to clinical treatment, prescribing, standards-of-care, medical decision-making, or any other matter related to the

treatment or management of any individual patient. The Beneficiary hereby acknowledges and agrees that the Work Product is not to be used as guidance for the treatment of any individual patient, and that as between the Foundation and the Beneficiary, the Beneficiary is solely responsible for all medical decisions related to its patients.

9. Work Product. The Beneficiary understands, acknowledges and agrees that the Foundation owns all right, title and interest in and to the intellectual property rights in Work Product created by the Foundation and its staff or consultant(s), and that the Beneficiary has no ownership interest in any such Work Product. Nothing herein transfers, or will be deemed to transfer to the Beneficiary, any of the Foundation's ownership or intellectual property rights to any and all of its own research, working papers and work product. Furthermore, the Beneficiary may not disclose any such Work Product to any third party without crediting the Foundation.
10. Indemnification. The Beneficiary agrees to indemnify, defend and save harmless the Foundation, its officers, directors, agents, employees, and consultants from any and all losses, damages, obligations, liabilities, and claims arising out of, based upon or resulting from the Services contemplated by this Agreement.
11. Disclaimer of Warranty. Except as otherwise provided in this Agreement, neither the Foundation nor the Beneficiary make any representations, warranties, or guarantees with respect to the Services to be performed.
12. No Partnership or Third Party Rights. Nothing contained in this Agreement shall create any partnership, joint venture, or other arrangement between the parties hereto. Except as expressly provided herein, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a party and no such other person shall have any right or cause of action hereunder.
13. Counterparts. This Agreement and any subsequent Amendments may be executed in counterparts which, when taken together, shall constitute a fully executed Agreement. Signatures transmitted by facsimile or electronically shall be considered as valid and binding as original signatures.
14. Severability. If any part of this Agreement shall be adjudged to be unenforceable or invalid by a court of competent jurisdiction, such determination shall not effect, impair or invalidate the remainder hereof, which shall remain in full force and effect.



15. Binding Authority. The individuals signing this Agreement below on behalf of the Foundation and the Beneficiary affirm they are duly authorized by their respective entities to bind those entities to contracts and other legal agreements.

16. Construction of Agreement. This Agreement shall be construed according to the laws of the State of Montana.

17. Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs incurred in connection with the action or proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement on November 28, 2023.

"FOUNDATION"

"BENEFICIARY"

The Montana Healthcare Foundation
A Montana Charitable Trust

Broadwater County

Aaron Wernham, MD, MS
Chief Executive Officer

Lindsey Richtmyer
County Commissioner

Date: _____

Date: _____

BROADWATER COUNTY TRUST BOARD GRANT APPLICATION

Approved by Broadwater County Trust Board May 7th, 2019

Approved by Broadwater County Commissioners June 24th, 2019

PROJECT SUMMARY PAGE

Project Sponsor	<u>Old Baldy Recreation Association (Old Baldy Golf Course)</u>
Project Name	<u>Irrigation Pump System Grant</u>
Land Ownership	<u>Broadwater County</u>
Project Description	<u>Old Baldy Recreation is purchasing a new irrigation pump</u> PLEASE SEE ATTACHED SHEETS

*approval and commitment of funds not to exceed 24 months from date of final completion

Date of Submission of Grant Application	<u>November 28, 2023</u>
Date of Completion of Grant	<u>June 1, 2024</u>
Requested Grant Amount	<u>\$70,000 – 70%</u>
Sponsors's Matching Funds - Cash	<u>\$30,000 – 30%</u>
Sponsor's Matching Funds - In Kind	<u>\$0</u>
Total Project Cost	<u>\$100,000</u>

Actual Pump Cost \$95,982.00

Please see page 4 for further explanation

→ will be additl expense w/ electric upgrades

Grant Application Checklist

This checklist is to assure you and the Broadwater County Trust Board that you have completed the application, included all the necessary documentation and provided (7) seven copies of the completed application. Please check the appropriate items below as you complete preparation of your application and include this checklist as Page 2 of your application.

- Read and understand the General Grant Guidelines
- Itemized list of in-kind contributions
- Completed and signed application form.
- Sponsor contact person's name, phone number and address are included and legible.
- Plans and specifications for the project. This is to include engineer approved site, structural, and roadways plans and technical drawings. If the project is phased, then the phases need to be described.
- If the project is on land not owned by the sponsor (private or public), include letters of support from the landowner and copies of leases or easements or letters authorizing access for the project.
- Attach copies of required permits (electrical, plumbing, ADA, etcetera).
- All electrical and plumbing must be done by licensed individuals. Please identify individuals and/or companies that will be doing the work.
- All applicable city, county, state and federal codes must be met.
- Letters of support from user groups/individuals
- Map showing project area
- Provide seven(7) completed copies of application with attachments.

General Information

1. Classification of Project Applicant (check one)

- County
- Municipality
- State or Federal
- Other (explain)

Old Baldy Golf Course is located on county property but receives NO monies from the county. Old Baldy Golf Course generates monies from memberships, tournaments, greens fees and cart rentals.

2. Old Baldy Recreation Association (Old Baldy Golf Course)
Name of Applicant

3. Box 131, Townsend, MT 59644
Mailing Address

4. Kory Bakkum
Applicant Contact Person

406-461-5116
Home Phone

406-461-5116
Work Phone

bakkumkory@gmail.com
E-mail

5. Classification of Land (Check One).

- Public Land Private Land Combination of Public and Private

6. Project Location

Broadwater
County

7 North, 2 East, 28 West1/2 of west1/2
Township, Range, Section, 1/4 Section

Townsend
City, Town

7. Project Description. Describe the scope of work and what you intend to accomplish with this project. Additional information should include provisions for ADA access, how the project will benefit the recreational public, provisions for safety information/education and unique attributes or features of this project. Include maps (area and project specific maps, and technical designs). Describe compliance and attach items to show compliance with the Grant Application Checklist.

The project that Old Baldy Recreation is proposing to the Trust Board is to upgrade services we already provide. We are replacing our current irrigation pump system.

The actual cost of the pump system is \$95,982.00. The amount requested by Old Baldy Recreation is \$100,000 in anticipation of installation costs. Granite Peak Pump Service has informed the golf course that the cost will likely increase \$4,000 to \$5,000 after January first.

The current pump is at least 20 years old and does not perform as necessary for the golf course. The current pump must be operated manually, which means an employee must start up the pump any time that it gets used. This type of operation is time consuming and not utilizing the irrigation to its full potential. We must have at least 12 sprinklers going at one time in order to keep pump pressure where it needs to be, this task is oftentimes inconvenient with golfers on the course. For many years we have had to go to the golf course at night, activate the control panel and turn on the pump. With the new pump, the irrigation will automatically begin each night at a selected time.

The pump we are pursuing (see attached sheets) is a 50 horse power pump with a 3 horsepower booster pump available to maintain the gallons per minute needed for watering. This pump will always have the necessary gallons per minute available. This will eliminate having to operate the pump manually. The new VFD (variable frequency drive) pump will allow us to operate two sprinklers or fourteen sprinklers at one time, making irrigation more efficient and convenient. The pump will know when sprinklers are called for and begin watering.

Old Baldy is being proactive. If the current pump was to stop working, the golf course would be without water. The amount of time required to replace the pump would result in a dead golf course in a short period of time.

This project has been in the works for a couple years. Three other companies were contacted, Two of these failed to show up and give a bid. One company did not feel they were capable of providing the necessary service.

Installation

Communication with the ditch board has been done and there are no complications with the installation of the new system. The current pump is on a small concrete slab on the west bank of the irrigation canal. The new pump will be located where the old pump sits but will require a larger concrete pad for installation. The golf course employees will pour and prepare the pad.

Northwestern Energy and Lite Electric will be used for the electrical upgrades. Lite Electric will be used, if they are available at time of service.

All fabrication needed to connect the new pump to our existing system will be done by Jyler Thompson.

Public Benefits

Water is the most important part of the golf course operation. A new pump station will provide Old Baldy with the necessary water to maintain optimum course quality. A well maintained golf course attracts more golfers, more golfers provides more income.

Old Baldy Golf Course has a reputation of being in pristine condition, this new pump system will allow better playing conditions for the members and for the public. A reliable pump system will allow workers to spend more time on course improvements and daily maintenance.

Old Baldy golf course is in close proximity to many high quality golf courses. We need to keep our course in the best condition we can to attract more golfers. A new pumping system will help to accomplish this.

8. Who will operate and maintain this project when completed?

The new pumping station will be operated by employees at Old Baldy Golf Course. The initial startup and training will be provided by Granite Peak Pump Service.

*The Old Baldy Golf maintenance crew will maintain the irrigation system.
The pumping station comes with a two year warranty as well as 24/7 help line.*

9. Who will provide future maintenance and management plans?

Future maintenance and management will be performed by workers employed by Old Baldy Golf Course.

10. **Project Time Schedule.** How long after grant agreement signing will the project be initiated? When will this project be completed? Are there future phases of this in the long term? If so, explain them.

The project time table is to have the new pump delivered and installed by June 1, 2024. This date is approximate as stated by Granite Peak Pump Service. This date is dependent on availability of the system from the distributor.

A future phase of this project is to be able to operate the irrigation system from any hand held device such as a phone or an ipad. This application will be provided by the golf course sprinkler company which is the 2M company located in Bozeman and Helena.

11. **Should the Grant Application be approved, the Grantee agrees to provide monthly reports in narrative form by attending BCTB meetings specifically addressing progress made and monies used to date. In addition, the Grantee agrees to file a final report with the Broadwater County Trust Board within one month after completion of the project. Photos of completed projects are required.**

Signatures

Kory Bakkum. Superintendent of Old Baldy Golf Course
Printed Name Title of Authorized Official


Signature of Authorized Official



2639 Meadow Creek Loop, Billings, MT 59105
 Ph: (406) 254-9972 Fax: (406) 254-9533

www.granitepeakpumpservice.com
 E-mail: jay@granitepeakpumpservice.com

WATERTRONICS WATERMAX 7000 PROPOSAL

Suction Lift Variable Speed Pumping System

U. L. Approved Package Pumping System Suitable For Three Phase Power

Customer:	Old Baldy Golf Club	Date:	October 16, 2023
Attn:	Kory Bakkum	Quotation #:	Q23066
Phone #:	406-461-5116	Project Name:	Old Baldy Golf Club
Fax #:		Location:	Townsend, MT
Email:	bakkumkory@gmail.com	Quoted By:	Jay Glen
		Email	jay@granitepeakpumpservice.com

STATION PERFORMANCE: 500 GPM @ 90 PSI

Max. Lift = 7.5 ft.

POWER REQUIREMENT: Power shall be 480 volt, 3 phase, 60 hertz.

Note: See Power Supply in the Terms and Conditions Section below for further information.

MODEL DESCRIPTION: WMLV-7000-7A-50/5VMS-480-3-500-90

Project Scope: Provide a prefabricated, self-contained Variable speed, (VFD), suction lift horizontal centrifugal pump station with piping, valves, and enclosure. Controls will be an industrial grade PLC operator interface with software programming written specifically for this project. A formed and reinforced base platform and enclosure with lockable lid contains all manifolding, pumps, motors and an external mounted control panel to provide an integral unit ready for easy installation anchored to a concrete pad.

STANDARD CONTROLS & EQUIPMENT INCLUDE:

- External mounted NEMA 3R service rated **100** amp. main disconnect panel
- U.L listed control panel
- Microprocessor controlled sequencing of pump
- 3.5" backlit LED Color Touch Screen Operator Interface Display Featuring:
 - Flow readout
 - Pressure readout
 - Flow totalizer
 - Elapsed run time display
- Alarm conditions with safety shutdown:
 - Low discharge pressure shutdown
 - High discharge pressure shutdown
 - High pump temperature shutdown
- Overload, single phase, phase imbalance/low voltage protection
- Surge protection for main station and solid state controls
- MSP combination breaker, contactor and overload
- Variable Frequency Drive pressure regulation
- Pressure drop start
- Hand/off/auto selector switch
- Stainless steel pressure transducer
- Data Industrial 220B flow sensor mounted inside enclosure
- **1** ea. **50** HP, 3600 RPM horizontal centrifugal pump and ODP NEMA premium motor(s). Pump to be cast iron with a bronze impeller and mechanical seal.
- Station discharge isolation valve

"The Summit of Customer Satisfaction"

- Priming port
- Positive prime assembly (used with a foot valve)
- Force fan air cooled ventilated **14 gauge steel** pump station enclosure and **steel base, painted Sandstone** with lockable access cover
- Baked and cured two part polyurethane ultraviolet insensitive paint
- Factory certified dynamic run testing of pump station up to full flow and pressure prior to shipment
- One operator and maintenance manual
- Access to Watertronics customer service technical phone support, technicians on call 24/7
- Access to Watertronics factory authorized service technician

ADDITIONAL EQUIPMENT & SERVICES INCLUDED WITH PUMP STATION:

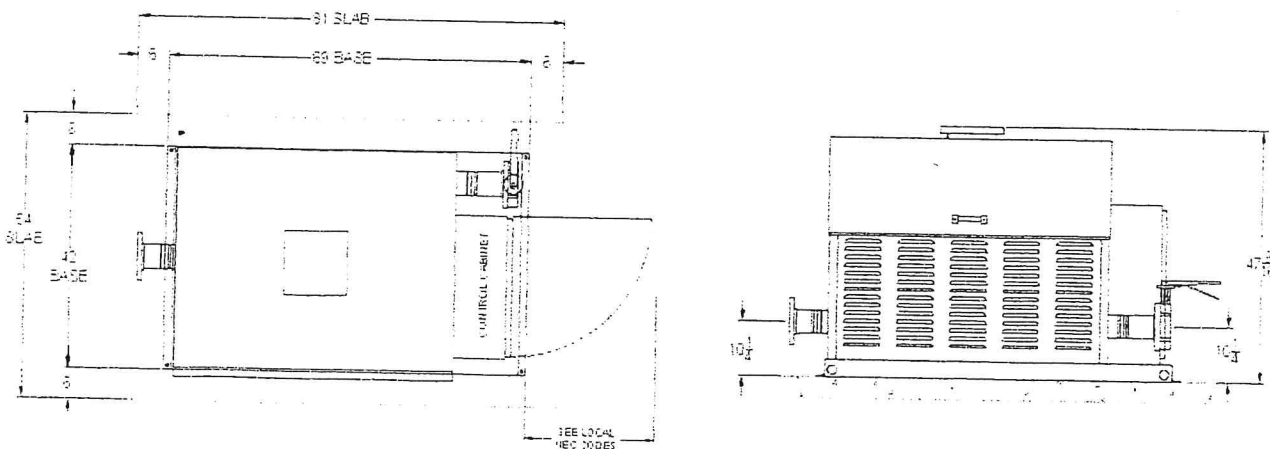
- 500 Watt heater – thermostatically controlled
- Logic, controls and 1" MPT connection for supply to existing self-cleaning inlet screen
- WYE strainer flush LOGIC for the existing filter (Includes power to energize ship loose solenoid valve)
- 2" Rainbird solenoid valve – shipped loose for WYE strainer flush
- 8" HDPE suction line with 8" foot valve – to be installed in existing wet well
- Custom 4" x 5" Flange Discharge pipe (Exact measurements required at time of order)

PRICE (INCLUDES ALL ABOVE):

Set assistance by Granite Peak Pump Service, Inc.	\$95,982.00
Start-Up by Granite Peak Pump Service, Inc.	Included
Freight from factory to Job Site	Included
Equipment to Off-Load and Set	Included
	Not Included

Shipment: Estimated 12-13 weeks after receipt of signed proposal and required 50% production deposit

Typical Station Overall Dimensions: Note: Drawing is shown for information only, minus any internal piping, controls, etc., along with recommended minimum slab dimensions. A full proposal drawing will be submitted for approval before design and production can commence.





2639 Meadow Creek Loop, Billings, MT 59105
Ph: (406) 254-9972 Fax: (406) 254-9533

www.granitepeakpumpservice.com
E-mail: jay@granitepeakpumpservice.com

Terms and Conditions

DELIVERY AND SET-UP:

1. All reasonable efforts will be made to meet the requested delivery date after the receipt of a signed contract however; Granite Peak Pump Service, Inc. will not be liable for delays in delivery.
2. Control panel components shipped separately at the Customer's request, may incur additional freight charges, payable by the Customer.
3. Customer will be responsible for having job site readily accessible for station delivery via flat bed truck.
4. Customer will provide the equipment and personnel required to unload and/or set the pump station.
5. Set-up assistance is included.
6. Freight damage must be written on shipping documents with copies going to the carrier and Granite Peak Pump Service, Inc. Granite Peak Pump Service, Inc. will require pictures of damage caused by the carrier.
7. Missing equipment from the Bill of Materials (BOM) must be identified within 2 weeks of delivery.
8. Customer will be responsible for electrical permit if required.
9. Customer will be responsible for primary electrical hookup to pump control panel.
10. Customer will be responsible for making all piping connections.
11. Customer will be responsible for building modifications (roof removal & installation) if required.

START-UP:

1. Customer is responsible to guarantee the following before station calibration can be performed: a) Permanent utility power is available and installed on pump station disconnect. b) Adequate water supply to operate station to full capacity. c) Installed irrigation system to operate station to full capacity.
2. Start-up includes one day on site. If more than one day is required, additional charges of \$950.00 per day will be assessed if the customer caused the delay.
3. Purchaser will notify Granite Peak Pump Service, Inc. two weeks in advance of the desired start-up date.

WARRANTY:

1. Granite Peak Pump Service warrants its products to be free of defects in materials and workmanship for a period of two (2) years from the date of startup, but not later than twenty-seven (27) months from the date of station shipment invoice.
2. This warranty is limited to replacing or repairing any defective component at the sole option of Granite Peak Pump Service, and does not apply to equipment that has been damaged, misapplied or has been modified in any way.
3. Regular scheduled maintenance is required to keep the pump station running in top condition. A minimum of two (2) scheduled preventative maintenance service calls must be performed during the warranty period for the warranty to remain in force. Scheduling and payment for maintenance shall be the responsibility of the owner. Any work performed on the pump station must be provided by Granite Peak Pump Service. Any maintenance or repairs done without the pre-authorization of Granite Peak Pump Service shall void this warranty.
4. This warranty does not cover damages under the following conditions, unless otherwise specified in writing: (1) Lightning strikes, misapplied or inappropriate in-coming power, improper grounding, vandalism, or any incidental, consequential, or acts of God, (2) repairs or replacements made without the pre-authorization of Granite Peak Pump Service, (3) exposure to destructive gaseous or chemical solutions, (4) exposure to water pH levels of less than 6.0 which is typically the result of SO2 burner or sulfuric acid injection, (5) water salinity levels greater than 2000 parts per million, (6) water from a reverse osmosis process plant, (7) unusually high dirt load or abrasives in the water, or (8) pumping water not suitable for turf irrigation.
5. Granite Peak Pump Service will not accept liability for any costs associated with the removal or replacement of equipment in difficult to access locations. This includes, but is not limited to, the use of cranes larger than 15 tons, scuba divers, barges, helicopters, or other unusual means. These extraordinary costs shall be borne by the owner, regardless of the reason necessitating removal of the product from service.
6. THIS WARRANTY IS ABSOLUTELY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF GRANITE PEAK PUMP SERVICE, INC.

NO AGENT, EMPLOYEE OR REPRESENTATIVE OF GRANITE PEAK PUMP SERVICE HAS ANY AUTHORITY TO BIND GRANITE PEAK PUMP SERVICE TO AN AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE PRODUCT SOLD UNDER THIS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

"The Summit of Customer Satisfaction"



2639 Meadow Creek Loop, Billings, MT 59105
Ph: (406) 254-9972 Fax: (406) 254-9533

www.granitepeakpumpservice.com
E-mail: jay@granitepeakpumpservice.com

POWER SUPPLY:

The pump control panel proposed herein is designed for 480 volt, WYE configured or closed delta balanced 3 phase power. The acceptable range of voltage is 455 volts (min) – 495 volts (max). Unless specifically stated under Optional Equipment, open delta, phase converter, or other forms of unbalanced three phase power are not acceptable.

If the supply voltage is not within this acceptable range, the purchaser is responsible for making the necessary corrections. This may include re-tapping or replacing the primary transformer. If the supply voltage is outside the stated range, electrical components such as VFD's, fuses, breakers, overloads, motors, power supplies may intermittently trip or prematurely fail and will not be considered for warranty coverage.

The use of generator power is not recommended.

Proper electrical grounding of the pump control panel is a requirement. Station will not operate properly and could pose a health hazard if not properly grounded. Failures of any magnitude due to improper grounding will not be covered under warranty.

PAYMENT TERMS:

All purchase orders are subject to acceptance at Granite Peak Pump Service, Inc. Receipt of Production deposit, verification of acceptable credit and confirmation of order are required before production. **A 50% production deposit is required to initiate order with the balance due 30 days from date of product shipment from factory.**

Late fee of 1.5% per month will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.

In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed, and the warranty period shall commence. For the purpose of payment, eighty (80) percent of the contract price will be due, payable net 30 days from invoice.

OTHER INFORMATION:

Prices valid for thirty (30) days from the date of this proposal.

State and local sales taxes are not included in these prices.

Seller retains a security interest in the above mentioned equipment as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.

All claims for incorrect deliveries must be submitted in writing to Granite Peak Pump Service within 15 days after receipt of goods.

All claims for price discrepancy must be submitted in writing to Granite Peak Pump Service within 60 days after receipt of goods.

A completed pump station may not be returned to Granite Peak Pump Service for credit.

"The Summit of Customer Satisfaction"



2639 Meadow Creek Loop, Billings, MT 59105
Ph: (406) 254-9972 Fax: (406) 254-9533

www.granitepeakpumpservice.com
E-mail: jay@granitepeakpumpservice.com

ACCEPTANCE TERMS:

1. Purchaser hereby agrees that in the event of default in the payment of any amount due, that if this account is placed in the hands of an attorney, or agency for collection or legal action, to pay any and all related attorneys fees, costs of collection including agency, private process servers fees, court costs, etc., incurred and any other costs of collection permitted by the laws governing these transactions.
2. Equipment cancelled before completion will incur restocking charges that will be calculated at time of cancellation. Restocking fees may be the full cost of the product depending on the nature of the product that is cancelled.
3. Equipment shipped separately from the station, at Purchaser's request, may incur additional freight charges, payable by Purchaser.
4. Delayed deliveries by the customer once equipment is ready to ship, will incur minimum storage charges of \$200 per week, added to the final invoice.

ACCEPTED BY:

Company Name: _____

Print Name: _____ Title: _____

Signature: _____ Date _____ Requested Delivery Date: _____

Is this sale taxable? (circle one) Yes No (If the order is non-taxable, a tax exempt certificate for the "ship to" state must be submitted with this order).

Please Return One Signed Copy of This Quotation On Acceptance. Merchandise delivered or shipped is due and payable to: Granite Peak Pump Service, Inc., 2639 Meadow Creek Loop, Billings, MT 59105.
Fax number: 406-254-9533 Phone 406-254-9972.

BILL TO INFORMATION:

Company Name: _____ Phone: _____ Fax: _____ Email Address _____

Billing Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name (Print): _____ Title: _____

SHIP TO INFORMATION:

Company Name: _____ Phone: _____ Fax: _____

Shipping Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name (Print): _____ Title: _____ Phone : _____

Thank you for the opportunity to quote on your pump station needs. If you have any questions or require further information, please call us at 406-254-9972.

"The Summit of Customer Satisfaction"

WATERMAX® 7000

Setting the standard for over 30 years, the WaterMax Series provides a complete line of self-enclosed pumping systems for commercial landscape irrigation. The WaterMax 7000 can be customized to exactly meet your requirements through a broad range of options. Watertronics' proprietary control software combines with VFD technology to provide highly efficient, precision pumping in a durable, compact design.

PRECISE PRESSURE REGULATION

WaterMax 7000 Pumping Systems are pre-fabricated, self-contained and incorporate the latest VFD technology to provide smooth, accurate, surge-free and energy efficient performance at varying flow rates. Whether your water source is a lake, pond, or a boosted city supply for large commercial or golf course applications, the 7000 can provide the water and constant pressure desired up to 800 GPM or 140 PSI.

ADVANCED CONTROLS

The 7000 control platform options include a digital operator interface or Programmable Logic Controller with color touchscreen.

REMOTE MONITORING

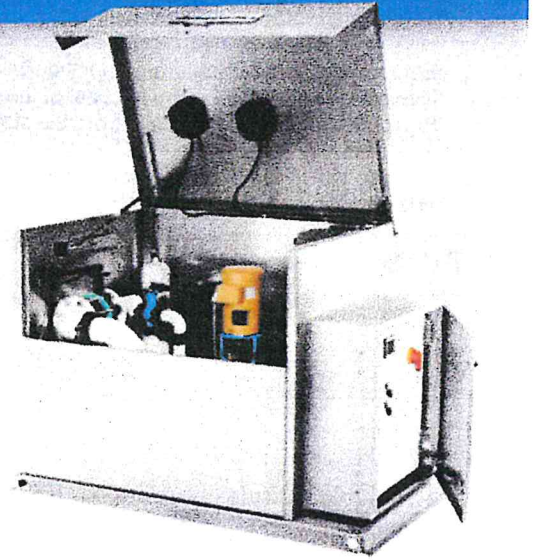
Take your controls to the next level with WaterVision[®] remote monitoring technology and access your pump station from any web-enabled device, anytime.

BUILT TO WITHSTAND THE TEST OF TIME

A multi-step coating system of metal preparation, rust-inhibitive baked epoxy primecoat and a two-part UV-resistant baked polyurethane finish produces a long-lasting, durable, and rust-free product.

DYNAMIC FACTORY TESTING

Every WaterMax system is fully performance tested at field conditions prior to shipment to ensure your pump will perform exactly as promised.



SPECIFICATIONS

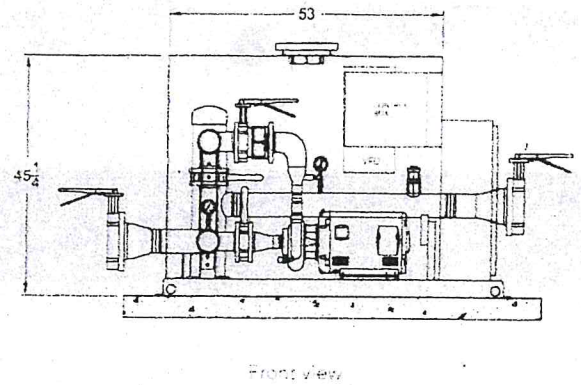
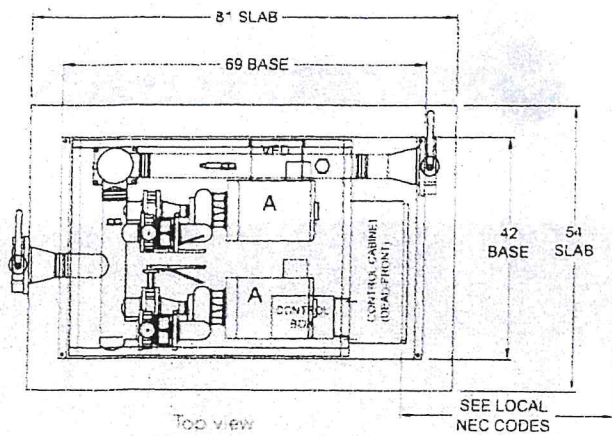
Applications	Booster, Suction Lift or Flooded Intake
Flow Range	Up to 800 GPM
Pressure	Up to 140 PSI
Horsepower	<ul style="list-style-type: none"> • Single: Max 60 HP • Multi-Pump: Consult Factory
Voltage (1 or 3 Phase)	<ul style="list-style-type: none"> • 240/1 phase • 208/3 phase • 240/3 phase • 480/3 phase

ADDITIONAL BENEFITS

- 2 YEAR WARRANTY, INCLUDING PARTS AND LABOR
- UL LISTED PACKAGED PUMPING SYSTEMS
- BUILT TO FCC PART 15 STANDARDS

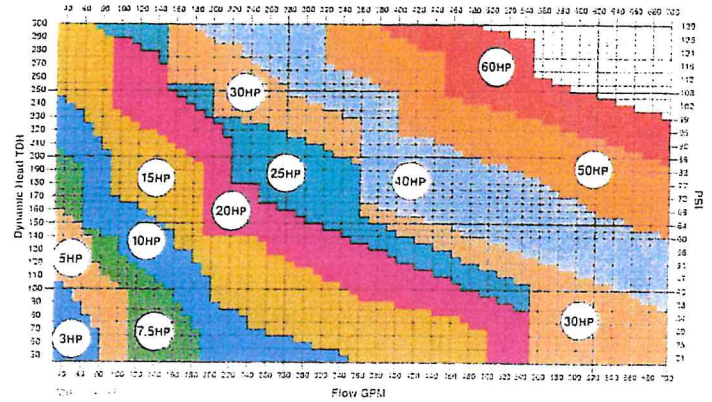


Watertronics Pump Service Network provides nationwide technical service for installation, start-up, user training, maintenance and after-market parts sales.



STANDARD FEATURES

- Advanced Watertronics PLC-based control software
- Microprocessor-based software controls to maintain constant pressure at variable flow
- UL 508A listed dead front control panel with service rated disconnect
- Horizontal premium efficient inverter duty rated motor
- Alarms:
 - Low pressure shutdown
 - High pressure shutdown
 - VFD fault shutdown
 - High pump temperature shutdown
 - Motor overload shutdown
 - Phase loss (3 phase only)
- Automatic reset and time stamping of all alarms
- Starting Options:
 - Pressure drop
 - Flow based
 - 24 VAC remote start relay
- Lightning surge protection
- VFD pressure regulation with surge free station starting/stopping
- Stainless steel pressure transducer
- Flow sensor providing flowrate and totalized system flow
- Durable cast iron pump featuring bronze impeller and mechanical seal
- Silent check valve per pump
- Individual pump and station discharge isolation valves
- Full flow pump bypass piping included on booster and flooded suction models
- Priming port and automatic priming assembly for suction lift models
- Station inlet/discharge flanged terminations
- Engineered steel or aluminum station enclosures with lockable lid, forced fan air cooling, and gas spring assisted lid lift
- High strength steel or stainless steel formed and welded base platform
- Durable epoxy powder coated steel base/enclosure available in Green or Sandstone
- Industrial grade polyurethane UV resistant coatings on all station piping



AVAILABLE OPTIONS

- VirtualVision color touchscreen interface
- WaterVision remote monitoring – ethernet or cellular versions
- 24 volt controller start (up to 2 additional)
- Brush finished marine grade aluminum enclosure with stainless steel base
- Floating HDPE intake suction line assembly with foot valve
- Intake suction pipe with screen & vacuum pump assembly
- Electromagnetic flow meter
- Suction & discharge drop pipes with multiple connection options
- Across the line (XL) by-pass contactor
- Temperature controlled enclosure heater
- Vandal resistant red alarm light
- Internal sound dampening insulation
- Back flow preventer
- Programmable set-point lake level control
- Electronic Butterfly Valve (EBV) back up pressure regulation in case of VFD failure
- Submersible turbine pumps
- VFD controlled jockey pump
- In-line basket or wye strainer
- Automatic self-cleaning discharge filtration



For more information on Watertronics Pump Systems, visit watertronics.com



www.watertronics.com | 1-800-356-6686

TOWNSEND AIRPORT IMPROVEMENTS

A.I.P. 3-30-0078-014-2021

FINAL REPORT

Prepared for

Broadwater County

and the

City of Townsend

Montana

In cooperation with the

Federal Aviation Administration

Prepared by

Robert Peccia & Associates, Inc.

3147 Saddle Drive

Helena, Montana

(406) 447-5000



November 2023

Page intentionally left blank

TABLE OF CONTENTS

1 PROJECT OVERVIEW1

 1.1 Project Location1

 1.2 Work Items Not Constructed1

 1.3 Environmental Mitigation1

 1.4 Grant “Special” Conditions.....1

2 ADMINISTRATIVE2

3 ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT2

 3.1 Consultant Contract2

 3.2 Force Account.....3

4 CONSTRUCTION3

5 CLOSEOUT DOCUMENTS.....3

 5.1 Final Payment Summary Worksheet3

 5.2 SF 425 and SF 271 Forms3

 5.3 DBE Participation Summary Form3

 5.4 FAARFIELD Output for Pavement Section as Constructed4

 5.5 Summary of Test Results.....4

 5.6 As-built Airport Layout Plan4

 5.7 Revised Airport Master Record (Form 5010).....4

 5.8 AWOS Commissioning Documentation.....4

APPENDIX A Grant Funding Summary, Final Payment Summary Worksheet, SF 425 and SF 271 Forms

APPENDIX B DBE Participation Summary Form

1 PROJECT OVERVIEW

1.1 Project Location

Townsend Airport is located two miles east of the City of Townsend, Montana in Broadwater County. The airport is situated on the north side of U.S. Highway 12 at an elevation of 3,893 feet above mean seal level. The airport property lies within Sections 21, 28, and 33 of Township 7 North, Range 2 East.

The airport has one 4,000' x 60' paved runway with a 17-35 orientation. There is a paved turnaround at the Runway 17 threshold, approximately 600' of parallel taxiway, a connecting taxiway, and two 350' x 25' hangar access taxilanes. The apron is 300' x 350' and has ten tie-down positions and direct access to the pilot's lounge and the airport's 100LL fuel system.

Runway 17-35 is lighted with a radio-controlled, medium-intensity runway lighting (MIRL) system. The parallel and connecting taxiways have retroreflective markers. The runway has visual approaches with planned 1-mile GPS non-precision instrument (NPI) approaches as shown on the Airport Layout Plan (ALP). Runway 17-35 has basic pavement markings. Each runway end has L-881 2-box PAPIs (Precision Approach Path Indicators); the glide path for Runway 17 is 3.0° and 4.0° for Runway 35. The common traffic advisory frequency is 122.8 MHz. The airport's wind cone, segmented circle, and rotating beacon are located just north of the apron.

The major work items associated with the AIP-014 project are listed below.

- Project Administration;
- Preliminary engineering to include geotechnical investigations and site survey; and
- Design Engineering – Phase I (75% Construction Plans) for airport pavement reconstruction and apron/taxilane expansion projects.

The [AIP 3-30-0078-014-2021](#) grant improvements were **100%** funded by the FAA.

1.2 Work Items Not Constructed

All items that were included in the original project scoping were completed.

1.3 Environmental Mitigation

A documented categorical exclusion (CATEX), was approved by the FAA on June 16, 2021. While this preliminary design grant did not include direct environmental impacts, the CAT-EX considered the proposed improvements for the project design elements associated with reconstruction of the runway, taxiway, and apron, maintenance on taxilanes, construction of hangar access taxilane, and associated grading and drainage.

A new CATEX will be developed prior to construction (anticipated AIP-017-2024) to include all proposed final work items to include PAPI's, beacon on tip-down pole, electrical vault, relocation of the connecting taxiway, and unclassified excavation disposal / embankment areas (better defined area of disturbance).

1.4 Grant "Special" Conditions

All Special Grant Conditions have been met.

- The Sponsor will maintain and operate the lighting and visual or navigational aids system(s) during the useful life of the system.

- Pavement Maintenance Management Program – Sponsor currently has and agrees to implement pavement maintenance program following construction completion.
- The Sponsor will complete a construction management plan as part of future anticipated AIP 017-2024, as paving work will exceed \$500,000 as part of future Phase II (construction) grant.
- Preliminary Engineering / Design Grant – Grant Agreement AIP 014-2021 was issued to complete the design of the project to 75%. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the final design and construction of the project to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
- Sponsor has submitted the Plans (75%) arising out of this Phase I (AIP-014) grant. Prior to advertising for bids the 100% Plans and Specifications will be submitted.
- The Sponsor understands that FAA’s approval of Plans and Specifications is based primarily upon the Sponsor’s certification to carry out the project in accordance with FAA requirements. The Sponsor will obtain FAA approval prior to any modifications to any AIP standards.
- Buy American Executive Orders – The Sponsor agrees to abide by applicable Executive Orders in effect at the time Grant Agreement 014-2021 was executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers. No materials were acquired as part of this Phase I – Design only grant.

2 ADMINISTRATIVE

Administrative costs for this project were those costs normally encountered by the Sponsor and are reimbursable through an A.I.P. project. An Independent Fee Estimate (IFE) was completed by KLJ Engineering for \$3,500.00. These costs are shown in tabular form in the *Final Payment Summary Worksheet*, included in [Appendix A](#).

3 ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT

3.1 Consultant Contract

Engineering services were provided by Robert Peccia & Associates, Inc (RPA).

AIP-014 Engineering Task Order Summary	
Task Order #4: Project Administration	
Contract Date	June 21, 2021
Contract Amount	\$ 37,628.00
Final Amount	\$ 37,628.00
FAA Approval Date	August 24, 2021 w/ Grant Offer
Task Order #5: Preliminary Engineering	
Contract Date	June 21, 2021
Contract Amount	\$ 104,718.00

Final Amount	\$ 104,718.00
FAA Approval Date	August 24, 2021 w/ Grant Offer
Task Order #6: Design-Phase I	
Contract Date	June 21, 2021
Contract Amount	\$ 35,378.00
Final Amount	\$ 35,378.00
FAA Approval Date	August 24, 2021 w/ Grant Offer
Task Order #7: Design Engineering – Apron and Taxilane Phase I	
Contract Date	June 21, 2021
Contract Amount	\$ 7,364.00
Final Amount	\$ 7,364.00
FAA Approval Date	August 24, 2021 w/ Grant Offer
Total Task Order Fees (TO #4 - #7)	\$ 185,088.00

All engineering services have been completed under this grant with completion and submission of the Engineering Design Report (dated November 2023), submission of 75% Construction Plans (dated October 2023).

3.2 Force Account

There were no sponsor force account design or construction management services. There were no non-eligible administration, design, or construction management costs associated with this project.

4 CONSTRUCTION

There was no construction as part of this Phase I Design Grant. Construction will be completed under future anticipated AIP 017-2024.

5 CLOSEOUT DOCUMENTS

5.1 Final Payment Summary Worksheet

The Final Payment Summary Worksheet is included in [Appendix A](#).

5.2 SF 425 and SF 271 Forms

Draft SF 425 and SF 271 forms are included in [Appendix A](#). Final / signed SF 425 and 271 forms will be submitted as part of the final FAA request for reimbursement, with dates encompassing the period of the final request.

5.3 DBE Participation Summary Form

The DBE Participation Summary Form is included in [Appendix B](#). FY 2022 and 2023 reporting has been previously completed. Completed contracts will be reported for FY 2024, prior to December 1, 2024.

5.4 FAARFIELD Output for Pavement Section as Constructed

Not applicable to this design-only project – included under future AIP 017-2024. Design FAARFIELD sections were included as part of the submitted *Design Report*.

5.5 Summary of Test Results

Not applicable to this design-only project – included under future AIP 017-2024.

5.6 As-built Airport Layout Plan

Not applicable to this design-only project – included under future AIP 017-2024.

5.7 Revised Airport Master Record (Form 5010)

Not applicable to this design-only project – included under future AIP 017-2024.

5.8 AWOS Commissioning Documentation

Not applicable to this project.

APPENDIX A Grant Funding Summary, Final Payment Summary
Worksheet, SF 425 and SF 271 Forms

Grant Funding Summary

Final Payment Summary Worksheet

Federal Financial Report (Standard Form 425) – *draft*

Final Pay Request (Standard Form 271) – *draft*



**Townsend Airport Improvements
Grant Funding Summary
A.I.P. 3-30-0078-014-2021**

Robert Peccia & Associates, Inc.
3147 Saddle Drive * Helena * Montana * (406) 447-5000
100 Cooperative Way, Suite 200 * Kalispell * Montana * (406) 752-5025

Administration and rounding:

KLJ Engineering - Independent Fee Estimate (IFE) \$3,500.00

Administrative Subtotal: \$3,500.00

Engineering:

4 Project Administration (AIP-014-2021) \$37,628.00
5 Preliminary Engineering \$104,718.00
6 Design Engineering - Phase I \$35,378.00
7 Design Engineering - Apron and Taxilane - Phase I \$7,364.00

Engineering Subtotal: \$185,088.00

PROJECT TOTAL:

FAA Share (100% FAA Funded): \$188,588.00
MT Aeronautics Grant Funding: \$0.00
Local Share: \$0.00

Final Payment Summary Worksheet

NOTE: List all contracts (e.g., engineering, construction) separately. (Include only eligible costs)

PROJECT: A.I.P. 3-30-0078-014-2021

LOCATION: TOWNSEND AIRPORT

FEDERAL WORK ITEMS:	TOTAL COSTS	SPONSOR ACTION INELIGIBLE COSTS	FAA ACTION (To be filled out by FAA)	TOTAL COST SUBTOTALS
			ALLOWABLE COSTS FOR FEDERAL PARTICIPATION (Total costs - ineligible costs)	
ADMINISTRATION:				
1. KLJ Engineering - Independent Fee Estimate (IFE)	\$ 3,500.00	\$ 0.00	\$ 3,500.00	
2.	\$	\$	\$	
3.	\$	\$	\$	
				\$3,500.00
ENGINEERING:				
Firm Name: Robert Peccia & Associates				
1. Project Administration (Task Order 4)	\$ 37,628.00	\$ 0.00	\$ 37,628.00	
2. Preliminary Engineering (Task Order 5)	\$ 104,718.00	\$ 0.00	\$ 104,718.00	
3. Design Engineering Phase 1 (Task Order 6)	\$ 35,378.00	\$ 0.00	\$ 35,378.00	
4. Design Engineering - Apron and Taxilane Phase 1 (Task Order 7)	\$ 7,364.00	\$ 0.00	\$ 7,364.00	
				\$185,088.00
FORCE ACCOUNT:				
1. Design	\$	\$	\$	
2. Inspection	\$	\$	\$	
3. Construction	\$	\$	\$	
4. Planning	\$	\$	\$	
CONSTRUCTION:				
Contractor Name: N/A				
BID:	\$ 0.00	\$ 0.00	\$ 0.00	
C.O.	\$ 0.00	\$ 0.00	\$ 0.00	
OTHER (change from bid to field quantities, liquidated damages withheld)	\$ 0.00	\$ 0.00	\$ 0.00	
				\$0.00
Contractor Name:				
BID:	\$ 0.00	\$ 0.00	\$ 0.00	
C.O.	\$ 0.00	\$ 0.00	\$ 0.00	
OTHER (change from bid to field quantities, liquidated damages withheld)	\$ 0.00	\$ 0.00	\$ 0.00	
				\$0.00
LAND (total from land acq. cost sheet)				
	\$	\$	\$	\$0.00
EQUIPMENT: (Each Piece)				
Contractor Name:				
BID:	\$	\$	\$	
C.O.	\$	\$	\$	
OTHER (change from bid to field quantities, liquidated damages withheld)	\$	\$	\$	
				\$0.00
Credit:(List any interest earned on Federal Funds)				
GRAND TOTAL	\$ 188,588.00	\$ 0.00	\$ 188,588.00	
FEDERAL SHARE REQUESTED FOR REIMBURSEMENT				
			\$ 188,588.00	

(Note: The percent Federal share must be rounded down to the nearest cent).

Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014
Expiration Date: 02/28/2025

1. Federal Agency and Organizational Element to Which Report is Submitted Federal Aviation Administration Airport Division	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 3-30-0078-014-2021
---	--

3. Recipient Organization (Name and complete address including Zip code)

Recipient Organization Name: Broadwater County, Montana

Street1: 515 Broadway Street

Street2:

City: Townsend County: Broadwater

State: MT: Montana Province:

Country: USA: UNITED STATES ZIP / Postal Code: 59644-2397

4a. UEI ENMTASEFELN8	4b. EIN 81-6001337	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) DOT-FA21NM-2071
--------------------------------	------------------------------	---

6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Final	7. Basis of Accounting <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual	8. Project/Grant Period From: 08/24/2021 To: 08/23/2025	9. Reporting Period End Date 04/01/2024
---	---	---	---

10. Transactions	Cumulative
<i>(Use lines a-c for single or multiple grant reporting)</i>	
Federal Cash (To report multiple grants, also use FFR attachment)	
a. Cash Receipts	188,588.00
b. Cash Disbursements	188,588.00
c. Cash on Hand (line a minus b)	0.00
<i>(Use lines d-o for single grant reporting)</i>	
Federal Expenditures and Unobligated Balance	
d. Total Federal funds authorized	188,600.00
e. Federal share of expenditures	188,588.00
f. Federal share of unliquidated obligations	0.00
g. Total Federal share (sum of lines e and f)	188,588.00
h. Unobligated balance of Federal Funds (line d minus g)	12.00
Recipient Share:	
i. Total recipient share required	0.00
j. Recipient share of expenditures	0.00
k. Remaining recipient share to be provided (line i minus j)	0.00
Program Income:	
l. Total Federal program income earned	0.00
m. Program Income expended in accordance with the deduction alternative	0.00
n. Program Income expended in accordance with the addition alternative	0.00
o. Unexpended program income (line l minus line m and line n)	0.00

11. Indirect Expense						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
g. Totals:				<input type="text"/>	<input type="text"/>	<input type="text"/>

12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:

13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

a. Name and Title of Authorized Certifying Official

Prefix: First Name: Middle Name:
 Last Name: Suffix:
 Title:

b. Signature of Authorized Certifying Official

c. Telephone (Area code, number and extension)

d. Email Address

e. Date Report Submitted

14. Agency use only:

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

1. TYPE OF REQUEST

- FINAL
 PARTIAL

2. BASIS OF REQUEST

- CASH
 ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

Federal Aviation Administration
Airport Division

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

AIP 3-30-0078-014-2021

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

Annual Report

6. EMPLOYER IDENTIFICATION NUMBER

81-6001337

7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER

DOT-FA21NM-2071

8. PERIOD COVERED BY THIS REQUEST

From: 08/24/2021 To: 09/30/2023

9. RECIPIENT ORGANIZATION

Name: Broadwater County
Street1: 515 Broadway Street
Street2:
City: Townsend
County: Broadwater
State: MT: Montana
Province:
Country: USA: UNITED STATES
ZIP / Postal Code: 59644-2397

10. PAYEE (Where check is to be sent if different than item 9)

Name:
Street1:
Street2:
City:
County:
State:
Province:
Country:
ZIP / Postal Code:

11.

STATUS OF FUNDS

CLASSIFICATION	PROGRAMS	FUNCTIONS	ACTIVITIES	TOTAL
	(a)	(b)	(c)	
a. Administrative expense	\$ 3,500.00	\$	\$	\$ 3,500.00
b. Preliminary expense				
c. Land, structures, right-of-way				
d. Architectural engineering basic fees				
e. Other architectural engineering fees	185,088.00			185,088.00
f. Project inspection fees				
g. Land development				
h. Relocation expense				
i. Relocation payments to individuals and businesses				
j. Demolition and removal				
k. Construction and project improvement cost				
l. Equipment				
m. Miscellaneous cost				
n. Total cumulative to date (sum of lines a thru m)	188,588.00			188,588.00
o. Deductions for program income				
p. Net cumulative to date (line n minus line o)	188,588.00			188,588.00
q. Federal share to date	188,588.00			188,588.00
r. Rehabilitation grants (100% reimbursement)				
s. Total Federal share (sum of lines q and r)	188,588.00			188,588.00
t. Federal payments previously requested	188,588.00			188,588.00
u. Amount requested for reimbursement	\$	\$	\$	\$
v. Percentage of physical completion of project	100.00 %	%	%	100.00 %

12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE REPORT SUBMITTED

[Redacted Signature]

[Redacted Date]

TYPED OR PRINTED NAME AND TITLE

Prefix: [Redacted] First Name: Debi Middle Name: [Redacted]
Last Name: Randolph Suffix: [Redacted]
Title: Chairwoman, Broadwater County Commission

TELEPHONE (Area code, number, and extension)

406-266-9272

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE SIGNED

Lance Bowser

11/30/2023

TYPED OR PRINTED NAME AND TITLE

Prefix: [Redacted] First Name: Lance Middle Name: D.
Last Name: Bowser Suffix: [Redacted]
Title: Engineering Project Manager

TELEPHONE (Area code, number, and extension)

406-447-5000

DRAFT

APPENDIX B DBE Participation Summary Form

DBE Participation Summary		
	DBE	Approval Date
Amended Contract Goals FY 2023	0.0%*	N/A
Construction Goals		Percentage of Total Construction Cost
Prime Contract		
Name	None	
Work Items	None	
Total Final Amount	\$ 0.00	0.00%
Subcontracts	\$ 0.00	0.00%
Total Final Construction Amount	\$ 0.00	
Total DBE Construction Participation	\$ 0.00	0.00%
Professional Service Contracts		
Name	Robert Peccia & Associates, Inc.	
Work Items	Civil Engineering Services	
Total Final Amount – FAA Eligible	\$ 185,088.00	99.7%
Name	KLJ Engineering	
Work Items	Independent Fee Estimate	
Total Final Amount – FAA Eligible	\$ 3,500.00	0.3%
DBE Subcontracts	None	
Total DBE Professional	\$ 0.00	0.00%
Total Project Amount - FAA Eligible (Less Administrative Costs)	\$ 188,588.00	100.00%

*No goal was established as airport did not award prime contracts in excess of \$250,000 in any fiscal year.

**BEFORE THE
BROADWATER COUNTY COMMISSION
BROADWATER COUNTY, MONTANA**

FINDINGS OF FACT AND ORDER

**IN THE MATTER OF THE APPLICATION OF CURTIS VAN DYKEN FOR
PRELIMINARY PLAT APPROVAL OF THE WESTSIDE TRAILS MAJOR
SUBDIVISION:**

PURSUANT to the Montana Subdivision and Platting Act, Section 76-3-101 through 76-3-614, Montana Codes Annotated, and the Broadwater County Subdivision Regulations, the Broadwater County Planning Board reviewed the proposed preliminary plat for 243 residential lots as submitted by the applicant, together with the required supplementary plans and information, to determine if the information submitted meets the requirements of the Montana Subdivision and Platting Act and the Broadwater County Subdivision Regulations. The Planning Board considered all submitted reports, exhibits, etc., and listened to public testimony and considered written comments.

THEREFORE, with completion of the review and the receipt of all public input the Planning Board being fully advised of all matter presented to it regarding this application, the Planning Board makes the following Findings of Fact:

FINDINGS OF FACT AND ORDER

WESTSIDE TRAILS MAJOR SUBDIVISION

Preliminary Plat dated 08/07/2006

To: Broadwater County Commissioners
From: Broadwater County Planning Board
Subject: A proposed major subdivision Preliminary Plat to be known as **Westside Trails Subdivision**

GENERAL INFORMATION

DATE OF APPLICATION: August 16, 2006
REVIEW PERIOD ENDS: March 2, 2007

PUBLIC MEETING DATES:

Public Hearing – February 1, 2007

APPLICANT: Curt VanDyken
6201 Pleasant Street
Manhattan, MT 59741

APPLICANT'S REPRESENTATIVE: Absaroka Consultants
P.O. Box 368
Clyde Park, MT 59018

LEGAL DESCRIPTION: Section 18, T2N, R1E P.P.M., Broadwater County,
Montana

GENERAL LOCATION: The proposed subdivision is located immediately north of
Interstate 90, immediately south of Wheatland Road, and
abuts the Broadwater/Jefferson County line to the west.

DESCRIPTION

PROPOSAL:

The Westside Trails Major Subdivision proposes to develop two hundred forty-three (243) lots; all of which will be residential, single family lots. The two hundred (243) lots will be created from a 536.71-acre parcel of land. The minimum size lot will be approximately 1.0 acre and the maximum approximately 4.18 acres. There are 194.6 acres of proposed open space and 6.22 miles of roads. All two hundred and forty-three (243) residential lots will be served by individual wells and individual wastewater treatment systems. Primary access to the proposed subdivision will be off of Wheatland Road. The required preliminary review fee of \$26,300.00 and the weed management plan application fee of \$1,315.00 have been paid.

DISCUSSION:

Test pit information on 17 test pits has been provided in the submittal along with a test pit location map. Comments from the County Sanitarian, Julie Lethert, have not been provided.

Protective Covenants are proposed for Westside Trails. The covenants state that lots shall be used for single-family use only and that no subdivision of a lot is allowed. The homeowners' association is responsible to provide for the construction, installation, replacement, operations, maintenance, and repair of buildings, equipment, common areas, faculties, and services, streets, roads, bridges, lighting, garbage removal and disposal in common areas, etc.

The Applicant has addressed fire protection in the environmental assessment and provided documentation of their correspondence with the fire department. To date an agreed upon and approved fire plan has not been received. According to a letter sent November 20, 2006 by Rusty Collyer of Absaroka Consultants to Bruce Felz, Three Forks Fire Chiefs, two wells are proposed for the Westside Trails Subdivision. One well will have backup power supply with a pump capable of delivering a minimum of 500 gpm @ 20psi through a hydrant system and another capable of delivering 250 gpm at 20psi through a hydrant system without backup power. These wells have been agreed upon between the Three Forks Fire Department and the Applicant; however, it appears that the Three Forks Fire Department has not agreed with Applicant on the remaining requirement for the fire plan.

The Applicant has provided documentation on water rights and there is one agricultural water right on the subject property. It has been indicated that a change in use will be applied for.

Review is performed pursuant to the Montana Subdivision and Platting Act, Section 76-3-101 through 76-3-614, Montana Codes Annotated and the Broadwater County Subdivision Regulations. The proposed preliminary plat, Westside Trails, as submitted by the applicant, together with the required supplementary plans and information, appear to satisfy the requirements of these regulations and with the Broadwater County Growth Policy Plan dated July, 2003.

PHYSICAL CONDITIONS:

A lot layout, vicinity map, soils map and preliminary plat showing 1-foot contours for Westside Trails are provided in the preliminary plat application. One (1) rock outcropping has been identified on the property by the Applicant. The rock outcropping is surrounded by lots 117-134 and is visible on the plat. The Applicant indicates that Westside Trails is not within a 100-year floodplain and that the Jefferson River is approximately 2.7 miles from the subject property. A floodplain map was not provided in the application. There are several drainages that traverse Westside Trails.

WATER SUPPLY:

Individual wells are proposed to serve the two hundred forty-three (243) residential lots. Information for onsite well logs and water quality reports are provided in Appendix E of the preliminary plat application. There are three (3) existing onsite wells known as the "vault" well, the "pivot" well, and the "east fence line" well. In addition to the three (3)

existing wells, four (4) new wells were drilled onsite. Average total depth of the four (4) new onsite wells provided is 345 feet, static water levels range from 90-213 feet, and the wells yields range from 30-75 gallons per minute (gpm). Laboratory analyses for water samples collected for the four (4) new wells are included in the information provided in Appendix E of the preliminary plat application. The results reveal levels of Nitrate + Nitrite ranging from <0.1 to 3.4 mg/L, a specific conductivity ranging from 704 to 1343 umhos/cm, and an absence of Total Coliform Bacteria in all wells except for well #2. The Applicant has indicated that well #2 will be retested. Explanations describing the three (3) existing wells and well information have also been provided in Appendix E.

The Applicant indicates that it is believed that the proposed subdivision lies above a confined aquifer and that they have discussed this aquifer with Cheryl Consort from DEQ; however a formal letter stating that the “aquifer is confined” has not been received.

WASTEWATER TREATMENT:

Individual wastewater systems are proposed on the two hundred forty-three (243) residential lots in the Westside Trails Major Subdivision. Test pit information including a location map has been provided for 17 test pits. The Applicant indicates that none of the test pits dug encountered a limiting layer. Non-degradation information was not provided in the application.

However, the Montana Department of Environmental Quality (DEQ) under the Sanitation in Subdivisions Act will review the adequacy and impact all proposed on-site wastewater treatment systems will have on groundwater quality. DEQ will issue a determination of non-significant impacts in a Certificate of Subdivision Approval, which must be presented to the County for recordation of the final plat.

SOLID WASTE:

Lot owners will be responsible for disposal of their own solid waste. Subdivision residents will have the option of hiring an independent contractor to pick up their solid waste or transport it themselves to the Logan Landfill.

DRAINAGE:

A storm water drainage report is included in the preliminary plat application Appendix C. The applicant indicates that retention ponds have been designed to retain the 2-year one-hour storm event and all road will have ditches where needed. It is also indicated that runoff will be allowed to follow existing drainage patterns.

EVALUATION CRITERIA

PRESENT LAND USE:

The current land use of this 536.71-acre parcel of land is rural/agricultural.

EFFECTS ON AGRICULTURE:

The subdivision will have an effect on agricultural productivity since approximately 536-acres will be removed from the production of crops. No acreage will be removed from the production of livestock. The acres per animal unit month are provided in the environmental assessment. The agricultural criterion indicates that the proposed subdivision is not an economically viable farm unit due to economies of scale and the

land being subdivided is not considered prime agricultural land. The NRCS land capability classification has been provided in the environmental assessment. The Applicant indicates that due to the size of the subdivision there is a potential to conflict with surrounding agricultural uses and that covenants will be put in place to help mitigate any conflicts. No conflicts between the proposed subdivision and adjacent farm operations have been identified. The Applicant states that the subdivision will not interfere with the movement of farm machinery or operation of irrigation systems or diminish the availability or quality of water for irrigation and that the proposed subdivision will not interfere with the movements of livestock. The Applicant indicates that a covenant will be added stating that the Homeowner's Association in accordance with state law will maintain exterior fences.

The responsibility to control noxious weeds will be the developer's until it is turned over to the landowners.

ENVIRONMENTAL ASSESSMENT CRITERIA

An Environmental Assessment (EA) was prepared and is separate from the preliminary plat application packet. Letters requesting input from public agencies, along with responses received are also provided in Appendix 2 of the Environmental Assessment.

GEOLOGY:

The application indicates that there are no falls, slides or slumps or adverse soil, rock, mud or snow, have been identified on the property. One rock outcropping has been identified on the property and can be seen on the plat between Lots 117 and 134. Seismic activity was not addressed in the application.

VEGETATION:

There are no marsh, shrub or forestlands located on the subject property. Small infestations of Canadian Thistle and Knapweed have been identified on the subject property. Weeds will be treated by a licensed weed applicator with appropriate chemicals. The weed plan indicates that the disturbed areas will be reseeded with appropriate grass mixture for the area. The developer is responsible for ensuring noxious weeds are controlled in the subdivision until all lots are sold or responsibility is turned over to the landowners. The homeowners' association will be responsible for weed control measure on all open space, roadways and other commonly held property within the subdivision. A signed weed plan has been provided in Appendix 1 of the environmental assessment.

EFFECTS ON WILDLIFE AND HABITAT:

The environmental assessment indicates that antelope and deer inhabit the proposed subdivision. According to the environmental assessment, there are no critical wildlife areas including migration routes, calving areas or critical big game winter range on the subject property. A letter was sent to the Montana Department of Fish, Wildlife and Parks on July 15, 2006 for comments on the proposed subdivision. To date, there has been no response.

EFFECTS ON HISTORICAL FEATURES:

A letter was sent on July 15, 2006 to the Montana Historical Society (MHS) to determine if there are known historical, archaeological or cultural sites, which may be affected by the proposed subdivision. A response dated July 17, 2006 was received from Damon

Murdo, Cultural Records Manager. The letter indicates that there have been no previously recorded sites within the designated search locales and due to previous agricultural practices in the area there is a low likelihood cultural properties will be impacted, therefore, a cultural resource inventory is unwarranted at this time. Should cultural resource be inadvertently discovered during this project, the developer will contact the office of the State Historic Preservation Office (SHPO).

EFFECTS ON ROADS:

Primary access to all lots will be from Wheatland Road. No lot will have direct access from Wheatland Road; however, access will be from the road network within the subdivision. Westside Trails will have an impact on Wheatland road. To mitigate the effects on Wheatland Road, the developer will participate in a road improvement agreement to upgrade their portion of Wheatland Road. The plat indicates that there is an existing 60-foot county road easement along the west boundary of the subdivision to be abandoned; however, there is not documentation of how it will be abandoned.

All roads will be built to Broadwater County Standards.

A traffic impact study was not provided with the application. The Applicant has indicated that at full build out the subdivision will generate approximately 1,458 one-way trips per day. This was figured at six one-way trips per lot per day. However, the Broadwater County Growth Policy indicates that eight trips per day will be generated per lot. Therefore, approximately 1,944 trips per day will be generated from the Westside Trails Subdivision.

A contract is currently in place with High Country Paving for the construction of the first two miles of Wheatland Road from U.S. Highway 287 to the intersection of Rolling Glen Ranch Road and Wheatland Road. This contract does not include paving, but will provide a road constructed to Broadwater County Road Standards with a graveled road surface. Broadwater County has agreed to provide a dust suppression additive such as Magnesium Chloride to protect the road surface and prevent dust pollution until such time that the roadway can be paved. This portion of the construction will be complete in Spring 2007. Rolling Glen Ranch has entered into a subdivision improvements agreement with Broadwater County dated February 13, 2006 for Wheatland Road Improvements that will expire on February 12, 2008. Therefore, RGR will either have to provide cash in lieu for the remaining portion of Wheatland Road or pave Wheatland Road prior to the expiration date.

UTILITIES:

Utility easements were not provided on the boundaries of each lot. The Applicant proposes to run utilities along the internal roads. Vigilante Electric will provide electrical service to the subdivision. A letter dated June 15, 2006 was mailed to Vigilante Electric. To date, a response has not been received. The Applicant indicates that the new lot owners will install utilities within the lots.

EFFECTS ON EMERGENCY SERVICES:

The proposed subdivision is in the Three Forks Fire Department jurisdiction, which is approximately 4 1/2 miles from the proposed subdivision. A signed fire plan has not

been received; however, the Applicant has indicated that they will provide two wells for fire protection.

The Broadwater County Sheriff's Department will provide law enforcement. A letter was sent to the Broadwater County Sheriff's Department on July 15, 2006 and a reply has not been received.

The Broadwater Health Center located in Townsend will provide emergency medical services. The Three Forks Ambulance will provide ambulance services. A letter was sent on July 15, 2006 to the Broadwater Health Center. A response was received on July 18, 2006 indicating that the proposed subdivision is within their service and do not anticipate any problems.

EFFECTS ON SCHOOLS

The proposed subdivision is in the Three Forks School System. The Applicant indicates that they have spoken with John Overstreet, Superintendent of the Three Forks School Systems, and to figure out the number of students the subdivision would add to the school could be figured at .5 students per household, which is 121 students. However, the Broadwater County Growth Policy indicates the number of students to be 1.5 students per households, or 364 total students.

A letter was received on July 21, 2006 from John Overstreet, District Superintendent, stating that the proposed subdivision should not have a major impact on the school district; however indicates that the school district is asking for a volunteer impact fee to assist the school in accommodating the new students. It is indicated that the developer or his representative will meet with the School District to discuss the impact on the school system prior to final plat approval.

EFFECTS ON LAND USE:

Lands surrounding the proposed subdivision are primarily agricultural and rural residential. Morning Sky Estates and Rolling Glen Ranch are located near the proposed subdivision. The proposed subdivision will change the use of the existing parcel from primarily agricultural to rural residential. The subdivision is designed to meet the criteria set forth in the Broadwater County Growth Policy.

EFFECTS ON PUBLIC HEALTH AND SAFETY:

No effects on public health and safety were identified on the subdivision. The Environmental Assessment does indicate that the Headwaters Livestock Auction is located within two (2) miles of the subdivision and there may be some odors associated with this land use.

PARKS AND RECREATION FACILITIES:

The application indicates 194.69 acres are proposed for parks, open space, and/or common facilities.

ORDER

IT IS HEREBY ORDERED that the preliminary plat for the Westside Trails Major Subdivision is approved, subject to the conditions listed below. Final plat approval shall be contingent upon completion and compliance with these conditions:

1. Plans for sewage treatment and water supply shall be submitted to the Montana Department of Environmental Quality and the Broadwater County Health Department for review and approval. The Certificate of Subdivision Approval shall be filed with the final plat. All specifications in approved plans shall be met. *(Sections 76-4-101, et. Seq., MCA; Sections 17.36.101, et. seq., ARM; Sections 76-3-102(4), 501(1)(f)(iii), and 608(3)(a), MCA; Sections IV-A-10. and IV-A-11., County Subdivision Regulations)*
2. A stormwater drainage plan, meeting the requirements of the County Subdivision Regulations and drafted by an engineer registered in the State of Montana, shall be submitted to the County Planning Department for review and recommendation. All specifications and requirements of the approved plan shall be met. As part of this condition, drainage easements shall be provided for drainages that are not within designated open space areas. *(Sections 76-3-102(4), 501(1), 504(1)(f)(ii) and 76-3-608(3)(a), MCA; Section IV-A-9., County Subdivision Regulations)*
3. Proof of the approval from the Department of Natural Resources and Conservation for the Change in Use of the agricultural water right shall be submitted prior to final plat approval.
4. All roads must be designed in accordance with the Broadwater County Road Standards, stamped by a Professional Engineer, and submitted to the County Planning Department for review and approval. A letter from the P.E. and County Road Supervisor shall be provided to the County stating that the roads and any improvements have been constructed in accordance with the approved plans and specifications and that he/she has completed an inspection of the roads and any improvements.
5. A Traffic Impact Study (TIS) including the effects on interior Westside Trails subdivision roads, Wheatland Road and U.S. Highway 287 shall be submitted to the Broadwater County Planning office prior to final plat approval. The TIS shall include recommendations for improvements as a result of traffic impacts to interior Westside Trails subdivision roads, Wheatland Road and U.S. Highway 287.
6. If the applicant intends to abandon the 60-foot easement on the western edge of the subdivision, a formal request must be presented to the Broadwater County Commission. If this request is approved, a letter of approval from the Broadwater County Commissioners for the abandonment of the existing 60-foot wide easement along the western boundary of the proposed subdivision shall be submitted to the Broadwater County Planning Office prior to final plat approval.
7. Chisohlm Trail shall match with Kestral Way from Rolling Glen Ranch Estates to create a 4-way intersection with Wheatland Road and Kestral Way.

8. The Applicant shall establish a “no vehicular access” restriction along the northern property line of the Westside Trails subdivision, restricting direct access to Wheatland Road except at the easements for the internal access roads. The applicant shall also establish a “no vehicular access” restriction along the western boundary of the Westside Trails subdivision, restricting direct access to the existing 60’ wide County Road Easement except at the easements for the internal access roads. (*Section 76-3-608(3)(a), MCA*)
9. Prior to any development, Approach Permits shall be requested from the County Road Department for the access off of Wheatland Road. All requirements of the approved permits shall be met. (*Sections 76-3-102(3 and 4), 501(1), 504(1)(f)(i), and 608(3)(a), MCA*)
10. Prior to any development and/or soil disturbance, a Weed Management Plan for the proposed development shall be submitted to the County Weed District for review and approval. All specifications and requirements of the approved plan shall be met (*Sections 76-3-102(5 and 6), 501(1), and 608(3)(a), MCA; Section IV-A-18., County Subdivision Regulations*)
11. Plans for the location and installation of individual mailboxes shall be reviewed and approved by the United States Postal Service prior to installation. (*Sections 76-3-102(4), 501(1), and 608(3)(a and b), MCA; Section IV-A-8(b)(9)., County Subdivision Regulations*)
12. The Applicant shall pay for an address plaque to be placed at the driveway entrance to each lot. The plaques shall conform to the specifications for road identification signs, in accordance with the County Subdivision Regulations. (*Section 76-3-608(3)(a), MCA; Section IV-A-8(b), County Subdivision Regulations*)
13. The applicant and the Fire Protection Authority Having Jurisdiction (FPAHJ) shall use their best efforts to draft a fire protection plan (the “Plan”), specifically for this Subdivision, in accordance with the Broadwater County Subdivision Regulations. The Plan shall be equally acceptable to the FPAHJ, the applicant and the County governing authority. The Plan shall adequately address the Fire Risk Analysis, all Findings of Fact and appropriate Mitigation Measures. In the event, the parties are unable to come to agreement by the final plat submittal, the applicant shall become eligible to provide a contribution for the mitigation of fire risks, not to exceed the per lot cash in lieu fee for water supply or other fire related fees as may be defined in the Broadwater County Subdivision Regulations, in effect at the time of submittal. (*Section 76-3-608(3)(a), MCA; Section IV-A-16., County Subdivision Regulations*)
14. The Applicant shall complete the following for construction of the internal access roads:
 - a. Prior to the construction of any roads or the installation of any utilities, plans for the subject roads and utilities shall be submitted to the County Planning Department for review and approval. Said plans shall meet the requirements of the *County Subdivision Regulations, Section IV-A-8.*
 - b. Improve the internal access roads to the specifications required by the County Subdivision Regulations. The plans for the road construction (including stormwater drainage) shall be reviewed and approved by the County Planning Department prior to any construction. An engineer registered in the State of Montana, with concurrence by the County

Planning Department, shall certify all improvements as meeting County Road Standards. *(Section 76-3-102(1, 3 and 4), 501(1), 504(1)(f)(i), and 608(3)(a, b, and d), MCA; Section IV-A-8(b), County Subdivision Regulations)*

15. The internal access roads shall be given unique road names that are reviewed and approved by the County Planning Department. The name of the internal access roads shall be shown on the face of the final plat and reflected in all documents of the subdivision (covenants, road easements, etc.). *(Sections 76-3-102, 402, 501, 504, and 608(3), MCA; Section 8.94.3003, ARM; County Subdivision Regulations)*
16. The final plat shall be prepared in accordance with the applicable State survey requirements, applicable Montana Subdivision and Platting Act survey requirements and the County Subdivision Regulations. *(Section 76-3-102, 402, 501, 504, and 608(3), MCA; Section 8.94.3003, ARM; Section IV-A-5, County Subdivision Regulations)*
17. Prior to filing the final plat, the Applicant shall adequately fund or improve and pave a proportionate share of Wheatland Road from its intersection with U.S. Highway 287 to the furthest point where Wheatland Road is adjacent to the Westside Trails property. The road improvements would have to be constructed to a minimum of the County road design standards and must be certified as meeting County Road Standards by a registered engineer. All specifications and requirements of the approved plan shall be met. Final plans for the improvements will be submitted to the County Planning Department for approval prior to construction. *(County Subdivision Regulations)*.
18. Prior to filing the final plat, the Applicant shall participate in a proportionate share of the design and construction costs for turning lane improvement to U.S. Highway 287 at the intersection with Wheatland Road. The road improvements would have to be constructed to the Montana Department of Transportation standards and must be approved by MDT prior to construction. All specifications and requirements of the approved plan shall be met. *(County Subdivision Regulations)*.
19. The Book and Page reference to the restrictive covenants (filed with the County Clerk and Recorder) shall be indicated on the face of the final plat. In addition, restrictive covenants, revocable or alterable only with the consent of the Board of County Commissioners, shall be placed upon the property and shall provide for the following *(Section 76-3-608(3)(a), MCA; County Subdivision Regulations)*
 - a. Notification of the potential health risk from radon concentrations and that such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures; *(Section 76-3-608(3)(a), MCA)*
 - b. A notification that all dwelling units within the subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable state building code for this seismic zone; (Zone 3); *(Section 76-3-608(3)(a), MCA)*
 - c. Any additional, replacement, or relocated utility lines shall be installed underground, in accordance with the County Subdivision Regulations,

- unless otherwise determined by the utility provided; (*Section 76-3-608(3)(a), MCA; Section IV-A-13(b), County Subdivision Regulations*)
- d. A “no vehicular access” restriction along the north boundary of the subdivision to Wheatland Road and the 60’ wide County easement along the entire west boundary of the subdivision, with the exception of the easements for the internal access roads; (*Section 76-3-608(3)(a), MCA*)
 - e. Any exterior lighting shall be directed downward to minimize visibility beyond the property lines; (*Section 76-3-608(3)(a), MCA*)
 - f. A waiver of the right to protest but not the right to comment on the method or the amount of the assessment for the creation of or to join a special district for the purpose of providing community water and/or wastewater treatment system improvements and/or maintenance; (*Section 76-3-608(3)(a), MCA*)
 - g. A restrictive covenant, binding the landowner, any heirs, successors and assigns, and all future owners of property within the subdivision, agreeing therein to hold Broadwater County harmless and indemnify Broadwater County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County’s costs and attorney’s fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair, and/or maintenance of the following:
 - i. Earthquake fault zone and any seismic activity;
 - ii. Water availability;
 - h. A prohibition of the storage of pet foods, garbage, or continuous feeding of domestic pets outdoors or other activities that creates an attractive nuisance for wildlife species (hay or alfalfa storage and feeding are not prohibited where livestock are permitted) (*Section 76-3-608(3)(a), MCA*)
 - i. All cats and dogs must be restrained, penned, or otherwise under the control of their owner at all times (*Section 76-3-608(3)(a), MCA*)
 - j. Notification of the presence of agricultural operations in the vicinity; (*Section 76-3-608(3)(a), MCA*)
 - k. Each lot shall be maintained in a clean, attractive, and weed-free manner; Noxious weeds must be pulled, sprayed or cut prior to seed maturity; (*Sections 76-3-102(5 and 6), 501(1), and 608(3)(a), MCA; Section IV-A-18, County Subdivision Regulations*)
 - l. A waiver of right to protest but not the right to comment on the method or the amount of the assessment for the creation of or to join a rural improvement or maintenance district for the purpose of road maintenance, mosquito control, or equitably funding parks and maintenance of parks. (*Section 76-3-102(4), 501, 504(7), and 621, MCA*)
20. The raising, confinement and/or keeping of livestock shall be allowed only if a small acreage livestock management plan is created with the assistance of the County Extension Agent and submitted to the County prior to final plat approval.
 21. The applicant will be required to submit the preliminary and final plat drawings in electronic format to Broadwater County in ARCGIS, AutoCAD or Microstation format. Additional materials may be requested by the County in electronic format to facilitate review of application materials.
 22. The applicant shall revise the covenants to read that the corporation will retain Homeowner’s Association responsibilities until handed over to the

homeowners when 70% of the lots have been sold or until January 1, 2011, whichever occurs later.

23. Prior to final plat approval, verification of the existing water rights shall be submitted to the Broadwater County Planning office. (*Section 76-3-504 MCA, County Subdivision Regulations*)
24. Lots in this subdivision may be subject to impact fees if in place prior to lot sales.
25. Sections 4Q and 4R of the proposed covenants shall be revised or modified as the Architectural Committee does not have primary jurisdiction over drainfield size or well location. The Broadwater County Sanitarian and the Montana Department of Environmental Quality have primary jurisdiction for locations of wells and drainfields.
26. The applicant shall designate a location for a school bus turnaround or school bus stop area within the subdivision area. The school bus turnaround or stop area shall be shown on the face of the plat or the developer may designate a specific site offsite of the subdivision for a school bus pickup and/or drop-off. If a turnaround is selected, the turnaround must be reviewed and approved by the Broadwater County Planning Department prior to final plat approval.
27. Prior to filing the final plat, the following improvements shall be installed or otherwise guaranteed:
 - a. Roads
 - b. Any necessary improvements required by the stormwater drainage plan, weed management plan, or approach permits;
 - c. Utilities abutting and available to each lot (electrical and telephone shall be underground);
 - d. Address plaques, road identification signs, and traffic signs;
 - e. A proportionate share of Wheatland Road shall be improved to Broadwater County Standards as described in Condition #17 above.
 - f. A proportionate share of the design and construction costs for turning lanes on U.S. Highway 287 at the intersection with Wheatland Road will be guaranteed per agreement with Broadwater County as described in Condition #18 above.

If said improvements are not installed prior to final plat, then the Applicant shall enter into a written subdivision improvements agreement with Broadwater County, guaranteeing the construction and installation of such improvements and shall provide an acceptable financial security guarantee, in accordance with County Subdivision Regulations (Appendix G).

28. Prior to filing the final plat, the Applicant shall:
 - a. Provide proof that all taxes and special assessments assessed and levied on the property are paid for the current tax year; including any past delinquencies. (*Section 76-3-611(1)(b), MCA*)
 - b. Provide documentation (abstract of title or platting certificate) showing that the Applicant is the lawful owner of the property with the apparent authority to subdivide the same, showing the names of lien holders or claimants of record and the written consent to the subdivision by the owners of the land, if other than the applicant, and any lien holders of claimants of record against the land. (*Section 76-3-612, MCA*)

Preliminary plat approval of the Westside Trails Major Subdivision shall be in force for three (3) calendar years. At the end of this period the governing body may, at the written request of the subdivider, extend its approval for no more than one (1) calendar year. However, the governing body may extend its approval for a period of more than one (1) calendar year if that approval period is included as a specific condition of a written subdivision improvements agreement.

A party, as defined by 76-3-625 M.C.A., who is aggrieved by a decision of the governing body may, within thirty (30) days after this decision, appeal to the Broadwater County district court.

DATED this _____ day of February, 2007

BROADWATER COUNTY COMMISSION

James V. Hohn, Chairman

Keith C. Lynn

Gail M. Vennes

ATTEST:

Rhonda Nelson, Clerk & Recorder