



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>.

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

REVISED
(AS OF January 18, 2024)

Wednesday, January 24, 2024

- 10:00 AM** **Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over**
- 10:00 AM** **Discussion/Decision, Julie Zipperian, Centennial Insurance, Renewal Application for Broadwater County 2024/2025 Insurance Policy**
- 10:20 AM** **Discussion/Decision, Solid Waste Board; Letter of Interest for the final Board Position**
- 10:25 AM** **Discussion/Decision, MCEP Grant, Montana Department of Commerce Montana Coal Endowment Program Contract #MT-MCEP-CG-25-047; \$750,000**
- 10:30 AM** **Discussion/Decision, Old Town Bridge West- Beam Supply Project Award, Notice of Award to Rinker Materials, for \$329,904.00**
- 10:35 AM** **Discussion/Decision, Construction Agreement, Montana Department of Transportation and Broadwater County, Broadwater County Line -South; Uniform Project Number 10467000 for work on MT Hwy 284**
- 10:40 AM** **Discussion/Decision, TV District Extension of Contracts**
- 3:00 PM** **Working Meeting with Deputy County Attorney, Kay Minor, in the Commission Office regarding projects and deadlines**

Items for Discussion / Action / Review / Signature – Consent Agenda

- ✓ Certificate of Survey review
- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes
- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Debi Randolph, Vice Chairman (406) 266-9270 or (406) 980-2050

Darrel Folkvord, Chairman (406) 266-9272 or (406) 980-1213

Lindsey Richtmyer (406) 266-9271 or (406) 521-0834

E-mail: commissioners@co.broadwater.mt.us

Future Meetings will be held at the Flynn Building (416 Broadway)

(Please note: These meeting times/dates may change, please check the county website)

- *Bill Jarocki, Weekly Meeting with Press/Public Every Monday at 2 PM in his office starting on January 22nd*
- *TV District Board Meeting on January 22 at 8:30 AM*
- *Park and Rec Board Meeting on January 29th at 6 PM*
- *Broadband Meeting on January 25th at 4 PM*
- *Fair Board on January 30th at 5:30 PM*
- *Planning Public Hearing & Regular Meeting on January 31st at 6 PM*

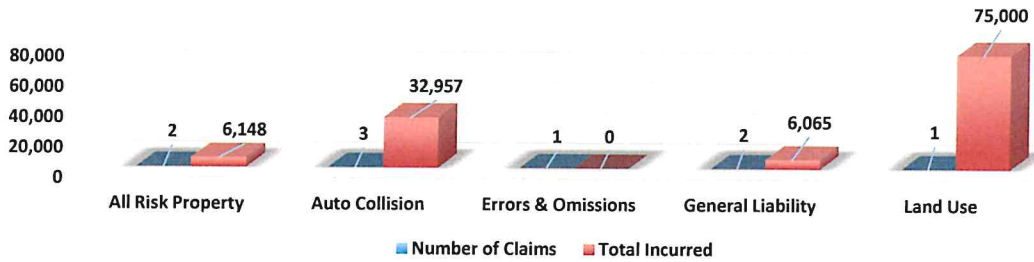
The Commissioners may be attending these board meetings (except the Planning Board)



**PCT- PROPERTY & CASUALTY LOSS RATIO
BY YEAR AS OF 12/31/2023**

	<u>Broadwater County</u>			TOTAL
	2020-2021	2021-2022	2022-2023	
Incurred Liability Loss	\$0	\$2,180	\$78,885	\$81,065
Liability Premium	\$100,063	\$113,405	\$127,326	\$340,794
Liability Loss Ratio	0%	2%	62%	24%
Incurred Property Loss	\$0	\$2,312	\$36,793	\$39,105
Property Premium	\$62,327	\$67,290	\$79,556	\$209,173
Property Loss Ratio	0%	3%	46%	19%

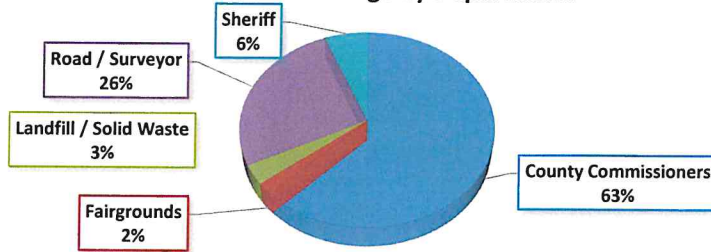
Incurred Losses by Coverage



Incurred Losses by Department



Incurred Percentage by Department



**Broadwater County
Liability**

Loss Date	Status	Event Description	Coverage	Total Paid (Total Cost)	Total Incurred (Total Cost)	Outstanding (Total Cost)
7/7/2020	Closed	Complaint for Declaratory Relief - alleging failure to provide plaintiff a public record copy of Commissioners booking photo	Errors & Omissions	0.00	0.00	0.00
10/18/2021	Closed	Claimant alleges a rock damaged his trailer after he drove through a berm in a construction site	General Liability	2,180.00	2,180.00	0.00
7/28/2022	Open	Plaintiffs are appealing the County's decision to approve Horse Creek Hills Subdivision's preliminary plat	Land Use	33,555.15	75,000.00	41,444.85
11/17/2022	Closed	Road grader cleaning out area from snow knocked down a power pole	General Liability	3,885.20	3,885.20	0.00
				39,620.35	81,065.20	41,444.85

Property

Loss Date	Status	Event Description	Coverage	Total Paid (Total Cost)	Total Incurred (Total Cost)	Outstanding (Total Cost)
7/21/2021	Closed	Windstorm caused damage to multiple buildings	All Risk Property	2,311.99	2,311.99	0.00
7/20/2022	Closed	Unknown persons broke into the Transfer Station and stole computer, cameras & caused unknown damage to building.	All Risk Property	3,835.64	3,835.64	0.00
10/3/2022	Closed	Loaded dump truck drove off the road and tipped over	Auto Collision	25,663.50	25,663.50	0.00
12/24/2022	Closed	Patrol vehicle slid off road into ditch	Auto Collision	4,247.65	4,247.65	0.00
2/8/2023	Closed	Deputy damaged front end of patrol vehicle after driving through a snow drifted road	Auto Collision	3,045.95	3,045.95	0.00
				39,104.73	39,104.73	0.00

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Valued as of 12/31/2023

Broadwater County

3 Year loss Run

Policy	Loss Date	Status	County Department	Coverage	Claim Number	Event Description	Total Paid (Total Cost)	Total Incurred (Total Cost)
PCT 2022 Broadwater County	7/21/2021	Closed	Fairgrounds	All Risk Property	PRBR04035679	Windstorm caused damage to multiple buildings	2,311.99	2,311.99
PCT 2023 Broadwater County	7/20/2022	Closed	Landfill / Solid Waste	All Risk Property	PRBR04036165	Unknown persons broke into the Transfer Station and stole computer, cameras & caused unknown damage to building.	3,835.64	3,835.64
PCT 2023 Broadwater County	10/3/2022	Closed	Road / Surveyor	Auto Collision	APBR04036332	Loaded dump truck drove off the road and tipped over	25,663.50	25,663.50
PCT 2023 Broadwater County	12/24/2022	Closed	Sheriff	Auto Collision	APBR04036437	Patrol vehicle slid off road into ditch	4,247.65	4,247.65
PCT 2023 Broadwater County	2/8/2023	Closed	Sheriff	Auto Collision	APBR04036561	Deputy damaged front end of patrol vehicle after driving through a snow drifted road	3,045.95	3,045.95
PCT 2021 Broadwater County	7/7/2020	Closed	Sheriff	Errors & Omissions	EOBR04035189	Complaint for Declaratory Relief - alleging failure to provide plaintiff a public record copy of Commissioners booking photo	0.00	0.00
PCT 2022 Broadwater County	10/18/2021	Closed	Road / Surveyor	General Liability	GLBR04035831	Claimant alleges a rock damaged his trailer after he drove through a berm in a construction site	2,180.00	2,180.00
PCT 2023 Broadwater County	11/17/2022	Closed	Road / Surveyor	General Liability	GLBR04036463	Road grader cleaning out area from snow knocked down a power pole	3,885.20	3,885.20
PCT 2023 Broadwater County	7/28/2022	Open	County Commissioners	Land Use	EOBR04036307	Plaintiffs are appealing the County's decision to approve Horse Creek Hills Subdivision's preliminary plat	33,555.15	75,000.00
							78,725.08	120,169.93

Broadwater County
Building/Location Schedule

Member	Name	Building Description	Year Built	Location Number	Active Date	Not Covered	Inactive Date	Street1
Broadwater County	Offsite - Broadwater County			BR04- 1				
Broadwater County	Courthouse	Courthouse	1935	BR04-001		False		515 BROADWAY
Broadwater County	Commercial Multi-Purpose Building	Commercial Mu	1994	BR04-002		False		Fairgrounds
Broadwater County	Restrooms	Restrooms	1972	BR04-003		False		Fairgrounds
Broadwater County	4-H Exhibit Building	4-H Exhibit Buil	2001	BR04-004		False		Fairgrounds
Broadwater County	Horse Barn #1	Horse Barn #1	1986	BR04-005		False		Fairgrounds
Broadwater County	Health Clinic Building	Health Clinic Bu	1970	BR04-006		False		124 N CEDAR S
Broadwater County	Museum	Museum	1970	BR04-007		False		133 N WALNUT
Broadwater County	County Shop	County Shop	1971	BR04-008		False		702 N CEDAR
Broadwater County	Steel Shop	Steel Shop	1975	BR04-009		False		702 N CEDAR
Broadwater County	Steel Shop Storage	Steel Shop Stor	1972	BR04-010		False		702 N CEDAR
Broadwater County	Senior Citizen Center	Senior Citizen C	1977	BR04-011		False		516 2ND ST
Broadwater County	Transfer Station	Transfer Station	1997	BR04-012		False		1200 INDIAN CR
Broadwater County	Roping Barn	Roping Barn	1980	BR04-013		False		Fairgrounds
Broadwater County	Airport Yard	Airport Yard	2005	BR04-015		False		Airport
Broadwater County	Fairboard Office	Fairboard Office	1972	BR04-017		True		Fairgrounds
Broadwater County	Generator Shed	Generator Shed	1986	BR04-018		False		125 N Walnut St
Broadwater County	Airport Pilot's Lounge	Airport Pilot's Lc	1993	BR04-019		False		Airport
Broadwater County	Jail	Jail	2003	BR04-020		False		515 BROADWAY
Broadwater County	Health Clinic Shed	Health Clinic Sh	1995	BR04-023		False		124 N CEDAR S
Broadwater County	Senior Center Shed #1	Senior Center S	1981	BR04-024		False		516 2ND ST
Broadwater County	Search & Rescue Building	Search & Rescu	2008	BR04-025		False		602 N PINE
Broadwater County	Floating Dock Marina	Floating Dock M	2006	BR04-026		False		100 SILOS RD
Broadwater County	Courtesy Docks	Courtesy Docks	2006	BR04-027		False		100 SILOS RD
Broadwater County	Courthouse Generator Shed	Courthouse Ge	1986	BR04-028		False		515 BROADWAY
Broadwater County	Senior Center Shed #2	Senior Center S	2009	BR04-029		False		516 2ND ST

Broadwater County	Storage Shed	2008	BR04-030	False	702 N CEDAR
Broadwater County	Transfer Station Storage Shed	2010	BR04-031	False	346 INDIAN CRE
Broadwater County	Privy #1	1990	BR04-038	True	Fairgrounds
Broadwater County	Privy #2	1990	BR04-039	True	Fairgrounds
Broadwater County	Privy #3	1990	BR04-040	True	Fairgrounds
Broadwater County	Privy #4	1990	BR04-041	True	Fairgrounds
Broadwater County	Privy #5	1990	BR04-042	True	Fairgrounds
Broadwater County	Privy #6	1990	BR04-043	True	Fairgrounds
Broadwater County	Privy #7	1990	BR04-044	True	Fairgrounds
Broadwater County	Pit Privy	2006	BR04-046	False	100 SILOS RD
Broadwater County	Concession Stand	1972	BR04-047	True	Fairgrounds
Broadwater County	Dock/ Boat Slips (16)		BR04-048	False	Silos Rd
Broadwater County	Dock/ Boat Slips (20)		BR04-049	False	Silos Rd
Broadwater County	Dock/ Boat Slips (20)		BR04-050	False	Silos Rd
Broadwater County	Grandstand	1972	BR04-052	True	Fairgrounds
Broadwater County	Grandstand, Handicap	1980	BR04-053	True	Fairgrounds
Broadwater County	Repeater Station	2010	BR04-054	False	Limestone Hills
Broadwater County	Airport Fuel Station	2005	BR04-055	True	Airport
Broadwater County	Repeater Station	1990	BR04-056	False	Spokane Hills
Broadwater County	TV Tower	2000	BR04-058	False	HIDDEN HOLLO
Broadwater County	Family Medical Clinic	1980	BR04-059	False	100 N OAK ST
Broadwater County	County Offices/Ambulance Garage	1964	BR04-060	False	416 BROADWAY
Broadwater County	Welfare Storage Shed	2020	BR04-061	False	519 Broadway
Broadwater County	BAILER BUILDING	2017	BR04-062	True	702 N CEDAR

Broadwater County	STEEL STORAGE - SHIPPING	STEEL SHIPPII	2003	BR04-063	5/19/2020	True	702 N CEDAR
Broadwater County	Concession Stand	CONCESSION	1980	BR04-066	4/21/2023	False	Canton Lane
Broadwater County	Ball Field Pumphouse	BALL FIELD PU	1980	BR04-067	4/21/2023	False	Canton Lane
Broadwater County	Vacant Land - 10 Acres	Vacant Land - 1		BR04-068	10/26/2023	True	53 Mill Rd
				54			

Street2	City	Division	Period Start	Appraised Value Date	Appraised Value	Builders Risk	Contents	Inland Marine	Other	Replacement Value	Stated Value
			1/1/2024		0.00	0.00	0.00	0.00	0.00	0.00	0.00
189 US HWY 12 E	TOWNSEN	County Col	1/1/2024	5/19/2020	4,624,500.00	0.00	971,809.00	0.00	0.00	5,255,009.88	0.00
189 US HWY 12 E	TOWNSEN	Fairground	1/1/2024	5/19/2020	183,000.00	0.00	43,020.00	0.00	0.00	207,950.44	0.00
189 US HWY 12 E	TOWNSEN	Fairground	1/1/2024	5/19/2020	55,000.00	0.00	12,831.00	0.00	0.00	62,498.77	0.00
189 US HWY 12 E	TOWNSEN	Fairground	1/1/2024	5/19/2020	373,900.00	0.00	141,207.00	0.00	0.00	744,261.00	0.00
	Townsend	Fairground	1/1/2024	5/2/2011	36,762.00	0.00	0.00	0.00	0.00	51,406.07	0.00
	TOWNSEN	Health Ser	1/1/2024	5/19/2020	265,200.00	0.00	98,169.00	0.00	0.00	301,357.69	0.00
	TOWNSEN	Education	1/1/2024	5/19/2020	801,300.00	0.00	1,486,599.00	0.00	0.00	910,550.20	0.00
	TOWNSEN	Public Wor	1/1/2024	5/19/2020	389,400.00	0.00	196,339.00	0.00	0.00	442,491.26	0.00
	TOWNSEN	Public Wor	1/1/2024	5/19/2020	170,100.00	0.00	65,443.00	0.00	0.00	193,291.64	0.00
	TOWNSEN	Public Wor	1/1/2024	5/19/2020	146,300.00	0.00	60,964.00	0.00	0.00	166,246.72	0.00
	TOWNSEN	Aging / Ser	1/1/2024	5/19/2020	280,500.00	0.00	65,443.00	0.00	0.00	318,743.71	0.00
	TOWNSEN	Landfill / St	1/1/2024	5/19/2020	711,000.00	0.00	173,963.00	0.00	0.00	807,938.59	0.00
189 US HWY 12 E	TOWNSEN	Fairground	1/1/2024	5/19/2020	663,700.00	0.00	0.00	0.00	0.00	754,189.65	0.00
AIRPORT DR	TOWNSEN	Airport	1/1/2024	5/19/2020	318,900.00	0.00	0.00	0.00	0.00	362,379.21	0.00
	Townsend	Fairground	1/1/2024	5/2/2011	19,113.00	0.00	0.00	0.00	0.00	0.00	0.00
	Townsend	Building Mk	1/1/2024	12/31/2013	31,583.00	0.00	0.00	0.00	0.00	38,842.82	0.00
AIRPORT DR	TOWNSEN	Airport	1/1/2024	5/19/2020	47,200.00	0.00	5,253.00	0.00	0.00	53,635.30	0.00
	TOWNSEN	Law Enforc	1/1/2024	5/19/2020	4,620,500.00	0.00	1,691,590.00	0.00	0.00	5,250,464.51	0.00
	TOWNSEN	Health Ser	1/1/2024	5/19/2020	4,100.00	0.00	0.00	0.00	0.00	4,659.00	0.00
	TOWNSEN	Aging / Ser	1/1/2024	5/19/2020	3,800.00	0.00	0.00	0.00	0.00	4,318.10	0.00
Silos Rd	TOWNSEN	Law Enforc	1/1/2024	5/19/2020	362,500.00	0.00	27,059.00	0.00	0.00	411,923.69	0.00
	TOWNSEN	Public Wor	1/1/2024	5/19/2020	227,600.00	0.00	0.00	0.00	0.00	258,631.26	0.00
	TOWNSEN	Public Wor	1/1/2024	5/19/2020	79,200.00	0.00	0.00	0.00	0.00	89,998.22	0.00
	TOWNSEN	Building Mk	1/1/2024	5/19/2020	100,100.00	0.00	0.00	0.00	0.00	113,747.75	0.00
	TOWNSEN	Aging / Ser	1/1/2024	5/19/2020	3,200.00	0.00	0.00	0.00	0.00	3,636.29	0.00

TOWNSEND	Public Works	5/19/2020	5/19/2020	3,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Townsend	Parks & Ce	1/1/2024					5,000.00	0.00	0.00	0.00	0.00	63,060.00	0.00
Townsend	Parks & Ce	1/1/2024					5,000.00	0.00	0.00	0.00	0.00	18,918.00	0.00
Townsend		1/1/2024					0.00	0.00	0.00	0.00	0.00	0.00	0.00
				16,439,519.00	0.00	5,084,189.00	0.00	0.00	0.00	0.00	0.00	18,563,074.63	0.00

Total Covered Value	Comment	Member
0.00		Broadwater County
6,226,818.88	BUILDING	Broadwater County
250,970.44	BUILDING	Broadwater County
75,329.77	BUILDING	Broadwater County
885,468.00	BUILDING	Broadwater County
51,406.07	05/19/2020	Broadwater County
399,526.69	SINGLE S	Broadwater County
2,397,149.20	SINGLE S	Broadwater County
638,830.26	BUILDING	Broadwater County
258,734.64	BUILDING	Broadwater County
227,210.72	BUILDING	Broadwater County
384,186.71	BUILDING	Broadwater County
981,901.59	SINGLE S	Broadwater County
754,189.65	BUILDING	Broadwater County
362,379.21	PROPER	Broadwater County
0.00	05/19/2020	Broadwater County
38,842.82	05/19/2020	Broadwater County
58,888.30	BUILDING	Broadwater County
6,942,054.51	BUILDING	Broadwater County
4,659.00	WOOD SH	Broadwater County
4,318.10	SHED STI	Broadwater County
438,982.69	BUILDING	Broadwater County
258,631.26	STRUCTU	Broadwater County
89,998.22	STRUCTU	Broadwater County
113,747.75	BUILDING	Broadwater County
3,636.29	SHED STI	Broadwater County

	WOOD SHED STRUCTURE WITH GABLE ROOF AND ELECTRICAL SERVICE.	Broadwater County
2,386.32		
7,386.22	WOOD S1	Broadwater County
0.00	05/19/2020	Broadwater County
0.00	05/19/2020	Broadwater County
0.00	05/19/2020	Broadwater County
0.00	05/19/2020	Broadwater County
0.00	05/19/2020	Broadwater County
0.00	05/19/2020	Broadwater County
0.00	05/19/2020	Broadwater County
0.00	05/19/2020	Broadwater County
24,204.07	STRUCTL	Broadwater County
0.00	05/19/2020	Broadwater County
27,832.56	05/19/2020	Broadwater County
27,832.56	05/19/2020	Broadwater County
27,832.56	05/19/2020	Broadwater County
0.00	05/19/2020	Broadwater County
0.00	05/19/2020	Broadwater County
434,518.44		Broadwater County
0.00	05/19/2020	Broadwater County
98,520.78		Broadwater County
102,043.44	STRUCTL	Broadwater County
329,538.95	SINGLE S	Broadwater County
599,533.62	BUILDING	Broadwater County
25,795.34		Broadwater County
0.00	BUILDING	Broadwater County

<p>SHIPPING CONTAINER WITH PERMANENT ELECTRICAL SERVICE.</p> <p>0.00</p>	<p>Broadwater County</p>
<p>68,060.00</p>	<p>Broadwater County</p>
<p>23,918.00</p>	<p>Broadwater County</p>
<p>0.00</p>	<p>Broadwater County</p>
<p>23,647,263.63</p>	<p>Broadwater County</p>

Broadwater County
Building/Location

Name	Year Built	Location Number	Street1	City	Division	Appraised Value Date	Appraised Value	Contents	Replacement Value	Stated Value	Total Covered Value
Offsite - Broadwater		BR04- 1					0.00	0.00	0.00	0.00	0.00
Courthouse	1935	BR04-001	515 BROADWAY ST	TOWNSEND	County Courts	5/19/2020	4,624,500.00	971,809.00	5,255,009.88	0.00	6,226,818.88
Commercial Multi-Purpose Building	1994	BR04-002	Fairgrounds	TOWNSEND	Fairgrounds / Events Center	5/19/2020	183,000.00	43,020.00	207,950.44	0.00	250,970.44
Restrooms	1972	BR04-003	Fairgrounds	TOWNSEND	Fairgrounds / Events Center	5/19/2020	55,000.00	12,831.00	62,498.77	0.00	75,329.77
4-H Exhibit Building	2001	BR04-004	Fairgrounds	TOWNSEND	Fairgrounds / Events Center	5/19/2020	373,900.00	141,207.00	744,261.00	0.00	885,468.00
Horse Barn #1	1986	BR04-005	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	36,762.00	0.00	51,406.07	0.00	51,406.07
Health Clinic Building	1970	BR04-006	124 N CEDAR ST	TOWNSEND	Health Services	5/19/2020	265,200.00	98,169.00	301,357.69	0.00	399,526.69
Museum	1970	BR04-007	133 N WALNUT ST	TOWNSEND	Education Resource Services	5/19/2020	801,300.00	1,486,599.00	910,550.20	0.00	2,397,149.20
County Shop	1971	BR04-008	702 N CEDAR	TOWNSEND	Public Works	5/19/2020	389,400.00	196,339.00	442,491.26	0.00	638,830.26
Steel Shop	1975	BR04-009	702 N CEDAR	TOWNSEND	Public Works	5/19/2020	170,100.00	65,443.00	193,291.64	0.00	258,734.64
Steel Shop Storage	1972	BR04-010	702 N CEDAR	TOWNSEND	Public Works	5/19/2020	146,300.00	60,964.00	166,246.72	0.00	227,210.72
Senior Citizen Center	1977	BR04-011	516 2ND ST	TOWNSEND	Aging / Senior Citizen	5/19/2020	280,500.00	65,443.00	318,743.71	0.00	384,186.71

Transfer Station	1997	BR04-012	1200 INDIAN CREEK RD	TOWNSE ND	Landfill / Solid Waste	5/19/2020	711,000.00	173,963.00	807,938.59	0.00	981,901.59
Roping Barn	1980	BR04-013	Fairgrounds	TOWNSE ND	Fairgrounds / Events Center	5/19/2020	663,700.00	0.00	754,189.65	0.00	754,189.65
Airport Yard	2005	BR04-015	Airport	TOWNSE ND	Airport	5/19/2020	318,900.00	0.00	362,379.21	0.00	362,379.21
Fairboard Office	1972	BR04-017	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	19,113.00	0.00	0.00	0.00	0.00
Generator Shed	1986	BR04-018	125 N Walnut St	Townsend	Building Maintenance	12/31/2013	31,583.00	0.00	38,842.82	0.00	38,842.82
Airport Pilot's Lounge	1993	BR04-019	Airport	TOWNSE ND	Airport	5/19/2020	47,200.00	5,253.00	53,635.30	0.00	58,888.30
Jail	2003	BR04-020	515 BROADWAY ST	TOWNSE ND	Law Enforcement	5/19/2020	4,620,500.00	1,691,590.00	5,250,464.51	0.00	6,942,054.51
Health Clinic Shed	1995	BR04-023	124 N CEDAR ST	TOWNSE ND	Health Services	5/19/2020	4,100.00	0.00	4,659.00	0.00	4,659.00
Senior Center Shed #1	1981	BR04-024	516 2ND ST	TOWNSE ND	Aging / Senior Citizen	5/19/2020	3,800.00	0.00	4,318.10	0.00	4,318.10
Search & Rescue Building	2008	BR04-025	602 N PINE	TOWNSE ND	Law Enforcement	5/19/2020	362,500.00	27,059.00	411,923.69	0.00	438,982.69
Floating Dock Marina	2006	BR04-026	100 SILOS RD	TOWNSE ND	Public Works	5/19/2020	227,600.00	0.00	258,631.26	0.00	258,631.26
Courtesy Docks	2006	BR04-027	100 SILOS RD	TOWNSE ND	Public Works	5/19/2020	79,200.00	0.00	89,998.22	0.00	89,998.22
Courthouse Generator Shed	1986	BR04-028	515 BROADWAY ST	TOWNSE ND	Building Maintenance	5/19/2020	100,100.00	0.00	113,747.75	0.00	113,747.75

Senior Center Shed #2	2009	BR04-029	516 2ND ST	TOWNSE ND	Aging / Senior Citizen	5/19/2020	3,200.00	0.00	3,636.29	0.00	3,636.29
Storage Shed	2008	BR04-030	702 N CEDAR	TOWNSE ND	Weed	5/19/2020	2,100.00	0.00	2,386.32	0.00	2,386.32
Transfer Station Storage Shed	2010	BR04-031	346 INDIAN CREEK RD	TOWNSE ND	Landfill / Solid Waste	5/19/2020	6,500.00	0.00	7,386.22	0.00	7,386.22
Privy #1	1990	BR04-038	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	6,064.00	0.00	0.00	0.00	0.00
Privy #2	1990	BR04-039	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	6,064.00	0.00	0.00	0.00	0.00
Privy #3	1990	BR04-040	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	6,064.00	0.00	0.00	0.00	0.00
Privy #4	1990	BR04-041	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	6,064.00	0.00	0.00	0.00	0.00
Privy #5	1990	BR04-042	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	6,064.00	0.00	0.00	0.00	0.00
Privy #6	1990	BR04-043	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	6,064.00	0.00	0.00	0.00	0.00
Privy #7	1990	BR04-044	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	6,064.00	0.00	0.00	0.00	0.00
Pit Privy	2006	BR04-046	100 SILOS RD	TOWNSE ND	Public Works	5/19/2020	21,300.00	0.00	24,204.07	0.00	24,204.07
Concession Stand	1972	BR04-047	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	44,109.00	0.00	0.00	0.00	0.00
Dock/ Boat Slips (16)		BR04-048	Silos Rd	Townsend	Public Works	12/31/2013	22,630.00	0.00	27,832.56	0.00	27,832.56
Dock/ Boat Slips (20)		BR04-049	Silos Rd	Townsend	Public Works	12/31/2013	22,630.00	0.00	27,832.56	0.00	27,832.56

Dock/ Boat Slips (20)		BR04-050	Silos Rd	Townsend	Public Works	12/31/2013	22,630.00	0.00	27,832.56	0.00	27,832.56
Grandstand	1972	BR04-052	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	234,434.00	0.00	0.00	0.00	0.00
Grandstand, Handicap	1980	BR04-053	Fairgrounds	Townsend	Fairgrounds / Events Center	5/2/2011	21,388.00	0.00	0.00	0.00	0.00
Repeater Station	2010	BR04-054	Limestone Hills	Townsend	Disaster & Emergency Services	5/2/2011	300,292.00	14,500.00	420,018.44	0.00	434,518.44
Airport Fuel Station	2005	BR04-055	Airport	Townsend	Airport	5/2/2011	160,000.00	0.00	0.00	0.00	0.00
Repeater Station	1990	BR04-056	Spokane Hills	Winston	Disaster & Emergency Services	5/2/2011	85,000.00	0.00	98,520.78	0.00	98,520.78
TV Tower	2000	BR04-058	HIDDEN HOLLOW	TOWNSEND	Disaster & Emergency Services	5/19/2020	89,800.00	0.00	102,043.44	0.00	102,043.44
Family Medical Clinic	1980	BR04-059	100 N OAK ST	TOWNSEND	Health Services	5/19/2020	290,000.00	0.00	329,538.95	0.00	329,538.95
County Offices/Ambulance Garage	1964	BR04-060	416 BROADWAY ST	TOWNSEND	Courthouse / Admin Services	5/19/2020	527,600.00	0.00	599,533.62	0.00	599,533.62
Welfare Storage Shed	2020	BR04-061	519 Broadway	Townsend	Law Enforcement			20,000.00	5,795.34	0.00	25,795.34
BAILER BUILDING	2017	BR04-062	702 N CEDAR	TOWNSEND	Public Works	5/19/2020	24,300.00	0.00	0.00	0.00	0.00
STEEL STORAGE - SHIPPING	2003	BR04-063	702 N CEDAR	TOWNSEND	Public Works	5/19/2020	3,900.00	0.00	0.00	0.00	0.00
Concession Stand	1980	BR04-066	Canton Lane	Townsend	Parks & Cemeteries			5,000.00	63,060.00	0.00	68,060.00
Ball Field Pumphouse	1980	BR04-067	Canton Lane	Townsend	Parks & Cemeteries			5,000.00	18,918.00	0.00	23,918.00
Vacant Land - 10 Acres		BR04-068	53 Mill Rd	Townsend				0.00	0.00	0.00	0.00
		54					16,439,519.00	5,084,189.00	18,563,074.63	0.00	23,647,263.63

Broadwater County

Equipment Schedule

Equipment Number	Mobile Equipment Type	Year	Make	Model / Description	Serial Number	Liability Only	Equipment Dept	Misc Dept	Misc ID	Misc Info	Value
BR04-0020	Heavy Equipment	1994	MITZ	FORKLIFT	SF123-2037	False		ROAD DEPT			3,500.00
BR04-0021	Heavy Equipment	2009	GRASSHOPPER	725 DT MOWER	5913927	False					8,800.00
BR04-0022	Heavy Equipment	2009	DIXON	72 GRIZ 30HP KOHLER COMMAND PRO LAWN MOWER	3918900161	False					9,390.00
BR04-0023	Heavy Equipment		TIGER	MOWER	T3733-1249	False					20,160.00
BR04-0024	Heavy Equipment	2003	CATERPILLAR	420D BACKHOE	CAT0420DLFD P10740	False		SOLID WASTE			32,000.00
BR04-0025	Heavy Equipment	2000	JOHN DEERE	310 BACKHOE LOADER	TO310EX846554	False					33,000.00
BR04-0026	Heavy Equipment		JOHN DEERE	4055 TRACTOR	RW4055E001803	False		ROAD DEPT			33,000.00
BR04-0027	Heavy Equipment	2015	CRUSTBUSTER	MODEL #034900	26093	False					33,168.00
BR04-0028	Heavy Equipment	2006	CATERPILLAR	CS533E ROLLER	0DAK00410	False					45,500.00
BR04-0029	Heavy Equipment	2000	CATERPILLAR	LOADER	06XR02187	False		ROAD DEPT			50,000.00
BR04-0030	Heavy Equipment		SKIDSTEER	CASE SR200 W/ 60" ANGLE BROOM, GR BUCKET, & FORKS ATTACHMENTS	NCM453689	False					54,000.00

BR04-0031	Heavy Equipment	1989	JOHN DEERE	missing	L02555G629874	False		ROAD DEPT				65,000.00
BR04-0032	Heavy Equipment		CATERPILLAR	930 WHEEL LOADER	CAT0930HDHC01707	False		SOLID WASTE				79,500.00
BR04-0033	Heavy Equipment	1993	CATERPILLAR	120 EXCAVATOR	2ZF05982	False		SOLID WASTE				100,000.00
BR04-0034	Heavy Equipment	1985	CATERPILLAR	936 LOADER	33201621	False		ROAD				145,000.00
BR04-0035	Heavy Equipment	2005	JOHN DEERE	772D GRADER	DW772DX603349	False		ROAD DEPT				225,000.00
BR04-0036	Heavy Equipment	2008	CATERPILLAR	160 ROAD GRADER	CAT01060MJB9L00365	False		ROAD DEPT				254,296.00
BR04-0038	Heavy Equipment	2017	CATERPILLAR	160M3 AWD GRADER W/ WING & PLOW	CAT0160MAN9T00200	False						357,000.00
BR04-0165	Other		HENKE	HENKE 7674 WING	MISC-221	False						18,000.00
BR04-0166	Other		HENKE	HENKE 9657 FRONT V MOUNT	MISC-222	False	County Shop					6,000.00
BR04-0167	Other		HENKE	HENKE 965 FRONT V PLOW	MISC-223	False		ROAD DEPT				16,000.00
BR04-0168	Other			AMPIROLL AL 160-700 20 YD DROP BOX HOOKLIFT STYLE W/20' SCREEN DOME LID KIT	MISC-224	False	Landfill / Solid Waste					6,482.00
BR04-0169	Other			40 CU YD CONTAINER W/METAL LID	MISC-225	False		DRY GULCH	2 OF 2			10,650.00

BR04-0170	Other			40 CU YD CONTAINER W/METAL LID	MISC-226	False			DRY GULCH	1 OF 2	10,650.00
BR04-0171	Other			6 CARDBOAR D CANISTERS	MISC-227	False			TOWN SEND		20,000.00
BR04-0172	Other	2005		DUPLEXER MOBILE VHF TACTICAL REPEATERS	MISC-228	False					14,560.00
BR04-0173	Other			40 CU YD WITH LID	1 OF 2	False			RADER SBURG		10,650.00
BR04-0174	Other			20 YD CANISTER WITH LID	1 OF 3	False	Landfill / Solid Waste	SPARE	SPARE		8,000.00
BR04-0175	Other			40 CU YD CANISTER WITH LID	1 OF 4	False			40 CUYD SPARE S		10,650.00
BR04-0176	Other			20 CU YD CARDBOAR D CANISTER WLID FOR SOLID WASTE	1 OF 6	False	Landfill / Solid Waste				4,000.00
BR04-0177	Other			NORLAKE WALKIN COOLER 10X13	14061465 FTR1499484	False			OUTD OOR FOOD COOLE R		13,084.00
BR04-0178	Other			NORLAKE 8X10 KOLD LOCKER OUTDOOR	16090929 KL077810-CR- M36	False			CADAV ER STORA GE		12,425.00

BR04-0179	Other			40 CU YD WITH LID	2 OF 2	False	Landfill / Solid Waste		RADER SBURG		10,650.00
BR04-0180	Other			20 YD CANISTER WITH LID	2 OF 3	False	Landfill / Solid Waste	SPARE	SPARE		8,000.00
BR04-0181	Other			40 CU YD CANISTER WITH LID	2 OF 4	False			40 CUYD SPARE S		10,650.00
BR04-0182	Other			20 CU YD CARDBOARD CANISTER W/LID FOR SOLID WASTE	2 OF 6	False	Landfill / Solid Waste				4,000.00
BR04-0183	Other			40 CU YD CANISTER WITH LID	2001773	False	Landfill / Solid Waste		WINSTON	1 OF 4	10,650.00
BR04-0184	Other			40 CU YD CANISTER WITH LID	201761	False	Landfill / Solid Waste		TOWN SEND	1 OF 6	10,650.00
BR04-0185	Other			EXCELL-HONDATA ZR3700 SPRAYER	2551343447	False	County Shop				1,000.00
BR04-0186	Other			TIGER TFR120 HEAVY DUTY REAR MOUNT MOWER	2662226	False					19,750.00
BR04-0187	Other			INGERSOLL COMPRESSOR	287098	False					5,000.00
BR04-0188	Other			20 YD CANISTER WITH LID	3 OF 3	False	Landfill / Solid Waste	SPARE	SPARE		8,000.00

BR04-0189	Other			40 CU YD CANISTER WITH LID	3 OF 4	False	Landfill / Solid Waste		40 CUYD SPARE S		10,650.00
BR04-0190	Other			20 CU YD CARDBOAR D CANISTER W/LID FOR SOLID WASTE	3 OF 6	False	Landfill / Solid Waste				4,000.00
BR04-0191	Other			MULTIQUIP PUMP	301TH8139	False					2,000.00
BR04-0192	Other	2000		JB SELF CONTAINED COMPACTO R	3222.05	False	Landfill / Solid Waste				10,000.00
BR04-0193	Other			40 CU YD CANISTER WITH LID	4 OF 4	False	Landfill / Solid Waste		40 CUYD SPARE S		10,650.00
BR04-0194	Other		HENKE	HENKE 4441 SNOW FRONT PLOW (CAT)	4441	False		ROAD			20,000.00
BR04-0195	Other	1997		JB CRAM-A- LOT CARDBOAR D BALER	7181	False	Landfill / Solid Waste				10,000.00
BR04-0196	Other			HI-WAY 10 FT SANDER	94260	False	County Shop				7,200.00
BR04-0197	Other			SPRAYER	953980	False					7,900.00
BR04-0198	Other			SIMPSON POWER WASHER	960654	False					3,500.00
BR04-0199	Other			LINCOLN WELDER	A147903	False					6,500.00
BR04-0200	Other		MILLER	MILLER BOBCAT 225G	F913811400	False	Landfill / Solid Waste				2,200.00

BR04-0201	Other			MILLERMATIC 250	KC318213	False	County Shop				3,200.00
BR04-0202	Other		WALK 'N' ROLL	WALK N ROLL WR75 SERIES PACKER/ROLLER	WRC12704	False					19,835.00
BR04-0203	Other		WALK 'N' ROLL	WALK N ROLL WR75 SERIES PACKER/ROLLER	WRC12727	False					18,525.00
BR04-0204	Other		WALK 'N' ROLL	WALK N ROLL WR75 SERIES PACKER/ROLLER	WRC12729	False					18,525.00
BR04-0205	Other		WALK 'N' ROLL	WALK N ROLL WR75 SERIES PACKER/ROLLER	WRC12733	False					18,525.00
BR04-0206	Other	2019	DJI	MAVIC 2 PRO ENTERPRISE DUAL DRONE		False	Sheriff	SEARCH & RESCUE		INCLUDES UPGRADED SMART CONTROLLER & EXTRA MISC EQUIPMENT	4,800.00
BR04-0207	Other	2019	GUARDIAN 95 ES 9.5 HP, GUARDIAN 190 G4 19HP MONITOR 4S	MOSQUITO FOG EQUIP		False	Weed Control			WIRED FOR GUARDIAN WITH FMI PUMP	19,745.00
BR04-0209	Canine	2016	GERMAN SHEPARD	MAXX 43-14		False	Sheriff				10,000.00

BR04-0210	Other	2019	MUFFIN MONSTER	SEWER GRINDER 1000-0804	111847-2-1	False	Detention					11,696.00
BR04-0211	Other	2020		30 CU YD CANISTER	1 OF 6	False	Landfill / Solid Waste					8,100.00
BR04-0212	Other	2020		30 CU YD CANISTER	2 OF 6	False	Landfill / Solid Waste					8,100.00
BR04-0213	Other	2020		30 CU YD CANISTER	3 OF 6	False	Landfill / Solid Waste					8,100.00
BR04-0214	Other	2020		30 CU YD CANISTER	4 OF 6	False	Landfill / Solid Waste					8,100.00
BR04-0215	Other	2020		30 CU YD CANISTER	5 OF 6	False	Landfill / Solid Waste					8,100.00
BR04-0216	Other	2020		30 CU YD CANISTER	6 OF 6	False	Landfill / Solid Waste					8,100.00
BR04-0217	Canine	2020	GERMAN SHEPHERD	ZERO		False	Sheriff		43-13	ZERO/OFFICER WOOD'S CANINE		10,000.00
BR04-0219	Other	2022	GREAT PLAINS	1006 DRILL	GP-5320XX	False	County Extension Service	EXTENSION OFFICE	GREAT PLAINS DRILL	DRILL RENTED OUT		24,000.00
BR04-0220	Other	2021	GENERATOR	140 KW RATED PROPANE VAPOR GENERATOR SYSTEM	3009170210/3008327110/3008327022	False		Services both Courthouse & Jail	GENERATOR ON SLAB WITH CHAIN LINK FENCE BEHIND COURT HOUSE /SHERIFF'S	140KW/600 AMP		123,558.00

BR04-0221	Other	2022	TORO	MYRIDE 50 INCH 24.5 HP FAB DECK	412115227	False	Park / Grounds	LAWN MOWE R/BILL MALON E		4,699.00
BR04-0222	Other	2015	GENERATOR	SG0050AG03 6- 8L18HBYA	9695782	False	Fairgrounds	4-H EXHIBI T BLDG GENER ATOR		30,000.00
BR04-0223	Other		HUSQVARNA	RIDING LAWN MOWER - YTH18K46	020817D002958	False	Park / Grounds	LAWNMOW ER W/ TRIPLE BAGGER		3,000.00
BR04-0224	Heavy Equipment	2023	CATERPILLAR	160 AWD MOTOR GRADER	CAT00160AEB7 00390	False	Road / Surveyor	Loss Payee: Caterpil lar Financi al Service s	MZ GRADER	345,000.00
BR04-0225	Attachment	2022	HENKE	POSTLESS SNOW WING/ & FVX14 HYDRULIS V FLOW	33849	False	Road / Surveyor	EQUIP FOR 2022 CAT GRADE R		42,000.00
BR04-0226	Canine	2020	GERMAN SHEPHERD	K9	433	False	Sheriff	NAME: AKI	DOB: 10/25/2020	15,000.00

BR04-0227	Other	2023	ADAPTIVE/TAPC O	FAST-12T- DFB	MD00003105	False	Public Administrator	PUBLIC WORKS /SHERIF F'S OFFICE	FAST- 12T TRAILER RADAR FEEDBACK 12" SIGN INCLU DES DATA, RED/BL UE FLASH ERS, SOLAR , SLOW DOWN & STROB ES	JOINTLY OWNED	9,325.00
BR04-0228		2023	SNOWBULANCE	PULL BEHIND SIDE X SIDE	NA	False	Search & Rescue		SNOW BULAN CE		11,500.00
											2,683,948.00

Broadwater County

Vehicle Schedule

Vehicle Number	Vehicle Type	Year	Make	Model	VIN	Liability Only	Vehicle Dept	Misc ID	Misc Dept	Misc Info	Actual Cash Value	Additional Equipment Value	Total Value
BR04-0080	Vehicle	2000	SUBARU	LEGACY AWD	4S3BH6659Y7659415	False	Airport			167930 MILES	8,000.00	0.00	8,000.00
BR04-0094	Trailer	2023	BIG TEX	35SA	16V1U1716P4206587	False	Airport			RAMP GATE	3,550.00	0.00	3,550.00
BR04-0103	Vehicle	2019	JEEP	CHEROKEE	1C4PJM DX2KD310558	False	County Commissioners	COMMISSION			24,000.00	0.00	24,000.00
BR04-0104	Vehicle	2018	NISSAN	ROGUE	5N1AT3B BDMC780304	False	County Commissioners	COMMISSION			23,600.00	0.00	23,600.00
BR04-0058	Vehicle	2014	FORD	F-150 XL	1FTFX1E F6EKF76678	False	County Shop			RED	27,900.00	0.00	27,900.00
BR04-0002	Trailer	1962	FRUEHAUF	PUP TRAILER	FRC165004	False	County Shop				6,000.00	0.00	6,000.00
BR04-0003	Trailer	1967	FRUEHAUF	TRAILER	0MC205801	False	County Shop				6,000.00	0.00	6,000.00
BR04-0004	Vehicle	1979	FORD	TRUCK	F26HPEF2207	False	County Shop			BROWN	15,000.00	0.00	15,000.00
BR04-0008	Vehicle	1985	GMC	C7D042 DUMP TRUCK	1GDM7D1G8FV632137	False	County Shop	SANDER			7,500.00	0.00	7,500.00
BR04-0009	Vehicle	1988	FORD	LNT9000 6X4	1FDYW90X9JVA47496	False	County Shop				10,000.00	0.00	10,000.00

BR04-0010	Vehicle	1988	PETERBILT	379 6X4	1XP5DB9 X9JD252 358	False	County Shop			Owner Retained Salvage	25,000.00	0.00	25,000.00
BR04-0014	Vehicle	1991	KENWORTH	T600A 6X4 TRACTOR	1XKAD28 X5MS558 107	False	County Shop				60,000.00	0.00	60,000.00
BR04-0017	Trailer	1996	REDR	BELLY DUMP TRAILER	1R9BD42 3XT1051 009	False	County Shop				10,000.00	0.00	10,000.00
BR04-0021	Vehicle	1997	KENWORTH	T800	1XKDD4 9X1VR73 9351	False	County Shop				43,000.00	0.00	43,000.00
BR04-0026	Vehicle	2000	FREIGHTLINER	FLD11264SD (4K GALLON) WATER TRUCK	1FV4TM DB4YHG 27543	False	County Shop				36,500.00	0.00	36,500.00
BR04-0028	Vehicle	2000	GMC	1500 4X4	1GTEK1 4W5Y23 00998	False	County Shop				3,800.00	0.00	3,800.00
BR04-0029	Vehicle	2000	GMC	2500 4X4	1GTGK2 9R1YF45 144	False	County Shop			INVALID VIN #	3,800.00	0.00	3,800.00
BR04-0037	Trailer	2005	CHALLENGER	LOWBOY TRAILER	1W8A11 D255S00 0095	False	County Shop				25,000.00	0.00	25,000.00
BR04-0041	Trailer	2007	LOAD KING	UTILITY TRAILER	1R9FS72 0710931 73	False	County Shop				4,865.00	0.00	4,865.00
BR04-0045	Vehicle	2008	FORD	F-150 CREW 4X4	1FTPW1 4V18FB1 3490	False	County Shop				24,932.00	0.00	24,932.00
BR04-0053	Vehicle	2013	FORD	E-350 WAGON XL	1FBNE3 BL1DDA 84140	False	Detention				19,919.00	27,000.00	46,919.00

BR04-0095	Sheriff	2022	CHEVROLET	EXPRESS 2500	1GAWG EFP1N12 62675	False	Detention	12 PASSENGER SILVER GRAY			45,000.00	25,000.00	70,000.00
BR04-0048	Sheriff	2010	FORD	F-150	1FTFW1 EV1AFB2 0973	False	Disaster / Emergency Services				38,000.00	0.00	38,000.00
BR04-0005	Firetruck	1980	GMC	FIRE TRUCK	TKM34A B508857	False	Fire Department				12,000.00	0.00	12,000.00
BR04-0063	Sheriff	2015	FORD	EXPLORER	1FM5K8 ARXFGB 32822	False	Health	43-8023 A	HEALTH DEPT		42,317.00	0.00	42,317.00
BR04-0013	Vehicle	1990	FORD	F47	2FDLF47 G8LCA29 163	False	Landfill / Solid Waste				3,600.00	0.00	3,600.00
BR04-0020	Vehicle	1997	KENWORTH	T800	1NKDLU 9X1VR75 4252	False	Landfill / Solid Waste	SOLID WASTE			43,000.00	0.00	43,000.00
BR04-0018	Vehicle	1996	KENWORTH	W900 6X4	1XKWDB 9X0TS71 8770	False	Landfill / Solid Waste				23,500.00	0.00	23,500.00
BR04-0046	Trailer	2008	WILKENS	FLATBED TRAILER	1W91C5 0368M28 8276	False	Landfill / Solid Waste				49,600.00	0.00	49,600.00
BR04-0043	Vehicle	2007	STERLING	LT9501 w/ AMPLIROLL 160/1700	2FZHAZ CV07AV5 3454	False	Landfill / Solid Waste				115,200.00	0.00	115,200.00

BR04-0038	Vehicle	2006	GMC	1500 EXT 4X4 W/ EQUIPMEN T	1GTEK1 9Z26Z26 8480	False	Landfill / Solid Waste		AMPLI ROLL MODE L 160/17 00 MOU NTED ON	8,500.00	0.00	8,500.00
BR04-0093	Vehicle	1989	KENWORT H	W900B	1NKWLA 9XXKS53 9920	False	Landfill / Solid Waste	SOLI D WAS TE	WHIT E	23,000.00	0.00	23,000.00
BR04-0108	Trailer	2021	WESTERN	LIVE FLOOR TRAILER	5DN1448 25MB000 194	False	Landfill / Solid Waste	SOLI D WAS TE	Loss Payee : Northl and Capita l Financ ial Servic es, LLC	96,844.00	0.00	96,844.00
BR04-0086	Trailer	2020	LOAD TRAIL	102"X22' FULL TILT DECKOVER TRAILER	4ZEPE22 20L1199 250	False		JUNK VEHI CLE		13,000.00	0.00	13,000.00
BR04-0079	Vehicle	2007	STERLING	DUMP TRUCK	2FZHAZ DE17AY5 4247	False	Road / Surveyor	SILV ER		43,000.00	0.00	43,000.00
BR04-0084	Vehicle	2014	FORD	F250	1FT7X2B 61EEB52 14	False	Road / Surveyor	ROA D DEP T	KEN PU - INVAL ID VIN	10,000.00	0.00	10,000.00

BR04-0073	Trailer	2019	BIG TEX	20 FT EQUIPMENT TRAILER	16VEX20 22K4065 527	False	Road / Surveyor	JUNK VEHICLE TRAILER			5,200.00	500.00	5,700.00
BR04-0074	Vehicle	2008	FORD	F250	1FTSX21 5X8ED39 177	False	Road / Surveyor	2015 VEHICLE DEPARTMENT VIN# M299 1528 6			6,000.00	1,500.00	7,500.00
BR04-0042	Vehicle	2007	PETERBILT	379	1XDP5D B9X67D6 70501	False	Road / Surveyor				44,500.00	0.00	44,500.00
BR04-0033	Vehicle	2001	PETERBILT	378	1XPFD8 9X01N56 8245	False	Road / Surveyor			BLUE	53,500.00	0.00	53,500.00
BR04-0055	Sheriff	2014	FORD	EXPLORER POLICE 4X4	1FM5K8 AR3EGB 27699	False	Search & Rescue	Search & Rescue			41,406.00	27,000.00	68,406.00
BR04-0070	Sheriff	1999	FORD	F350	1FDWF3 7F8XEC8 5107	False	Search & Rescue	OLD AMBULANCE	Search & Rescue Command Vehicle	Radio comm and vehicle with sat lite & radio equipment	12,000.00	115,000.00	127,000.00
BR04-0107	ATV / UTV	2024	POLARIS	XP 1000 ULTIMATE	4XARSY 99R8083 929	False	Search & Rescue	4 DOOR RANGER	SEARCH AND RESCUE	INVALID VIN #	50,000.00	0.00	50,000.00

BR04-0105	Sheriff	2023	FORD	F150	1FTEW1 EP1PFC 19637	False	Sheriff				54,000.00	15,000.00	69,000.00
BR04-0106	Sheriff	2023	FORD	F150	1FTEW1 EP1PFC 16504	False	Sheriff			INVALID VIN #	54,000.00	15,000.00	69,000.00
BR04-0099	Sheriff	2022	FORD	F150	1FTFW1 P83NKE8 1979	False	Sheriff	SHERIFF RAUSER		CARBONIZED GREY METALIC	35,680.00	15,000.00	50,680.00
BR04-0100	Sheriff	2022	FORD	EXPLORER POLICE INTERCEPTOR	1FM5K8 AB5NGC 36510	False	Sheriff			43632 2C	36,000.00	25,000.00	61,000.00
BR04-0101	Sheriff	2022	FORD	EXPLORER POLICE K9	1FM5K8 AB1NGC 42479	False	Sheriff	DEPUTY JUSTIN GRI MSR UD K9			39,000.00	25,000.00	64,000.00
BR04-0102	Trailer	2023	MIRAGE	ENCLOSED CARGO	5JWWE1 424P631 0800	False	Sheriff	SHERIFF OFFICE			9,500.00	10,000.00	19,500.00
BR04-0071	ATV / UTV	2019	YAMAHA	RAPTOR 700	5Y4AMC 3Y3KA10 1713	False	Sheriff	SHERIFF		ADD ADDITIONAL EQUIP CAB, TRACTS ECT.	12,000.00	13,500.00	25,500.00

BR04-0072	Watercraft	2015	G3 BOAT	BOAT	GRN227 24J516	False	Sheriff				19,000.00	5,000.00	24,000.00
BR04-0056	Sheriff	2014	FORD	F-350 4X4	1FT8W3 B58EEB7 9645	False	Sheriff				43,740.00	0.00	43,740.00
BR04-0065	Sheriff	2016	FORD	F-150 CREW XL 4X4	1FTFW1 EF6GKF 57005	False	Sheriff	43-6 RAU SER	BLAC K		48,420.00	27,000.00	75,420.00
BR04-0066	Sheriff	2017	FORD	EXPLORE POLICE INTERCEPT OR	1FM5K8 AT1HGD 14035	False	Sheriff	43-4 BUC K	BLAC K		32,220.00	27,000.00	59,220.00
BR04-0067	Sheriff	2017	FORD	F-150 XL	1FTFW1 EF7HKC 20196	False	Sheriff				42,275.00	27,000.00	69,275.00
BR04-0049	Sheriff	2011	FORD	F-150 CREW 4X4	1FTFW1 EF5BFC1 5739	False	Sheriff	43-1 SHE RIFF MEE HAN	BCSO 431		30,892.00	27,000.00	57,892.00
BR04-0050	Trailer	2011	TREKK	20' TRAILER	4EXSC20 2BU0056 63	False	Sheriff				3,500.00	0.00	3,500.00
BR04-0054	Trailer	2013	MISSION	Park & Play Trailer	5WFBP2 029DB00 0258	False	Sheriff				17,345.00	22,000.00	39,345.00
BR04-0059	Sheriff	2014	FORD	FUSION	3FA6P0H D7ER141 352	False	Sheriff	43-9 RED DICK			20,125.00	27,000.00	47,125.00
BR04-0060	ATV / UTV	2014	YAMAHA	YFM550PE R ATV	5Y4AJ40 Y2EA105 064	False	Sheriff				7,743.00	0.00	7,743.00
BR04-0061	ATV / UTV	2014	YAMAHA	YEM550PE R ATV	5Y4AJ40 Y8EA104 131	False	Sheriff				7,500.00	0.00	7,500.00

BR04-0075	Vehicle	2013	CHEVROLET	TAHOE	1GNSK2E03DR287964	False	Sheriff		SEARCH & RESCUE		8,900.00	400.00	9,300.00
BR04-0081	Snowmobile	2015	SKI DOO	SNOWMOBILE	2BPSCFFA4FV000074	False	Sheriff				10,646.00	0.00	10,646.00
BR04-0082	Snowmobile	2015	SKI DOO	SNOWMOBILE	2BPSCFFA9FV000054		Sheriff				10,646.00	0.00	10,646.00
BR04-0083	Sheriff	2020	CHEVROLET	1500 TAHOE	1GNSKDEC2LR234841	False	Sheriff	M FROST	BLACK		50,064.00	25,000.00	75,064.00
BR04-0085	Sheriff	2020	CHEVROLET	TAHOE	1GNSKDEC1LR234894	False	Sheriff				50,064.00	25,000.00	75,064.00
BR04-0078	Sheriff	2019	CHEVROLET	TAHOE	1GNSKDEC5KR349464	False	Sheriff	DEPUTY TONY CORDOVA K-9	PLATE#43-8045 B		38,987.00	27,387.00	66,374.00
BR04-0087	Sheriff	2021	DODGE	DURANGO PURSUIT	1C4RDJFG6MC642586	False	Sheriff	M FROST #4311			41,220.00	30,000.00	71,220.00
BR04-0088	Sheriff	2021	DODGE	DURANGO PURSUIT	1C4RDJFG2MC642584	False	Sheriff	430092C			41,220.00	30,000.00	71,220.00
BR04-0089	Sheriff	2021	DODGE	DURANGO PURSUIT	1C4RDJFG4MC642585	False	Sheriff	43-0093C			41,220.00	30,000.00	71,220.00

BR04-0091	Sheriff	2022	FORD	EXPLORER POLICE INTERCEPTOR	1FM5K8 AB2NGA 01594	False	Sheriff	DEPUTY JUSTIN GRIMSRUD	43-3488C	40,220.00	30,000.00	70,220.00
BR04-0034	Sheriff	2002	CHEVROLET	1500 SILVERADO CREW LS 4X4	1GCGK1 3U22F23 8431	False	Sheriff			8,000.00	0.00	8,000.00
BR04-0024	Snowmobile	1998	YAMAHA	SNOWMOBILE	8CH0155 50	False	Sheriff			2,000.00	0.00	2,000.00
BR04-0025	Trailer	1999	HOMEMADE	TRAILER	SNTR08 9614MT	False	Sheriff			500.00	0.00	500.00
BR04-0031	Snowmobile	2000	YAMAHA	SNOWMOBILE	8ED0020 07	True	Sheriff			0.00	0.00	0.00
BR04-0032	Sheriff	2001	FORD	F-150 XL 4X4	1FTPX18 L71NB03 189	False	Sheriff			20,700.00	0.00	20,700.00
BR04-0016	Watercraft - Trailer	1995	BAKE	BOAT TRAILER	47AVS25 21S0061 101	False	Sheriff			1,200.00	0.00	1,200.00
BR04-0012	Watercraft	1989	JETCRAFT		NA	False	Sheriff			10,000.00	0.00	10,000.00
BR04-0019	Vehicle	1997		GRIZ COL SPRAY	10117	False	Weed Control			9,400.00	0.00	9,400.00
BR04-0023	Vehicle	1998	CHEVROLET	1500 EXT 4X4	1GCEK1 9R8WE1 81304	False	Weed Control			4,000.00	0.00	4,000.00
BR04-0040	Vehicle	2007	CHEVROLET	1500 CLASSIC SILVERADO 4X4	1GCEK1 9V57E11 8854	False	Weed Control			26,917.00	0.00	26,917.00
BR04-0044	Vehicle	2007	DODGE	3500 DRW QUAD	3D7MX4 8C97G72 6812	False	Weed Control			28,190.00	0.00	28,190.00

BR04-0076	ATV / UTV	2017	HONDA	TRX500FM1 H FOREMAN 4 WHEELER	1HFTE44 05H4306 329	False	Weed Control				6,650.00	0.00	6,650.00
BR04-0077	Vehicle	2017	CHEVROLET	COLORADO	1GCHTB EN6H133 1388	False	Weed Control		Mosquito		24,376.00	2,500.00	26,876.00
BR04-0068	Vehicle	2017	POLARIS	R17RTU99A T	4XARTU 998H774 3118	False	Weed Control			MARON	19,900.00	0.00	19,900.00
BR04-0097	ATV / UTV	2023	CAN AM	9VPA	3JB6GA X43PK00 0231	False	Weed Control				24,672.00	0.00	24,672.00
BR04-0098	ATV / UTV	2023	CAN AM	SSV DEF 6X6 DPS	3JB6GA X48PK00 0256	False	Weed Control				24,672.00	0.00	24,672.00
87											2,224,837.00	676,787.00	2,901,624.00

From: Doug Jones (Mountain States Civil) <djones@mountainstatescivil.com>
Sent: Monday, January 15, 2024 5:35 PM
To: Lindsey Richtmyer <lrichtmyer@co.broadwater.mt.us>
Subject: Solid Waste Board

Commissioner Richtmyer,

I would like to be considered for a seat on the Solid Waste Board, Please reach out with any questions.

Doug Jones
General Manager
[Redacted]
[Redacted]
[Redacted]
[Redacted]



**MONTANA DEPARTMENT OF COMMERCE
MONTANA COAL ENDOWMENT PROGRAM
CONTRACT #MT-MCEP-CG-25-047**

This agreement ("Contract") is entered into by the Broadwater County, Montana ("Grantee") and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for infrastructure project activities approved by the Department under the Montana Coal Endowment Program ("MCEP" or "Program") as authorized by House Bill 11, passed by the 68th Montana Legislature and as signed into law by Governor Gianforte on May 18, 2023 (Chapter 595, Laws 2023). The Montana Coal Endowment Program was formerly known as the Treasure State Endowment Program. Any references to the Treasure State Endowment Program or "TSEP" now refer to the Montana Coal Endowment Program as authorized by the 67th Montana Legislature in Senate Bill 258 (Chapter 330, Laws 2021).

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 6, Part 7 of the Montana Code Annotated ("MCA"), Title 8, Chapter 94, Subchapter 38 of the Administrative Rules of Montana ("ARM"), and the terms of Chapter 595, Laws 2023.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. In particular, Grantee will comply with the terms of Montana HB 11 (Chapter 595, Laws 2023), the terms of which are incorporated herein by reference. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *MCEP Project Administration Manual* maintained by the Department.

- (b) The Grantee agrees that all contracts and subcontracts it enters into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality ("DEQ"), and Grantee shall obtain all applicable federal, state, and local permits required for the Project. If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.
- (d) The Grantee must post the following statement on its homepage website, promotional materials, and publications: "We are funded in part by coal severance taxes paid based upon coal mined in Montana and deposited in the Montana Coal Endowment Special Revenue Account."
- (e) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out any portion of this Contract expends in violation of: (i) the terms of this Contract; (ii) the statutes, and regulations governing the Program; (iii) or any applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on December 31, 2027 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between May 19, 2022 and September 30, 2027. All requests for reimbursement must be submitted to the Department within ninety (90) days after September 30, 2027.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has

demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to December 31, 2027.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract in compliance with the Project management plan, including any amendments, approved by the Department. The Grantee will use Program funds for the following major components of the Project:

- Replace the Old Town West Bridge
- Engineering services associated with this project

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$750,000.
- (b) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.
- (c) For cumulative budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, Department approval of the request for reimbursement form shall constitute approval of the budget adjustment. Grantee shall describe the rationale for any budget adjustment and note the adjustment(s) in the request for reimbursement submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in advance by the Department.
- (d) Any authorized funds not expended under this grant by the later date referenced in Section 5(b), or otherwise accounted for in accordance with the provisions of this Section, will revert to the Department and will be used to finance other Program projects.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other

authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Townsend, Montana.

- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records related to the Project or otherwise necessary to determine contract compliance, at no cost to the Department, the Montana Legislative Auditor, or their authorized agents.

Section 9. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:
Lindsey Siebrasse (or successor)
Program Specialist
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2708
Lindsey.Siebrasse@mt.gov

For the Grantee:
Kathy Thompson (or successor)
Stahly Engineering
851 Bridger Drive, Suite 1
Bozeman, MT 59715
406-522-8594
kthompson@seaeng.com

Section 10. METHOD OF REIMBURSEMENT

- (a) The Department will use the funds appropriated in HB 11 to fund infrastructure project awards to Grantees that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation requested by the Department and provided by the Grantee, and require Department approval of the Grantee's request for reimbursement. Unless previously agreed to in writing by the Department, the Department will not

reimburse Grantee for any costs related to the land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.

- (d) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *MCEP Project Administration Manual*, or any expenses not adequately supported in writing by the Grantee's records.
- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.
- (f) The Grantee understands and acknowledges that the Department will report to the Legislature and Legislative Interim Committees on the status of all Program projects in accordance with HB 11. If the Department determines that the Grantee has failed to commence its project in a timely manner or complete its Project by the date prescribed in this Contract, the Department may recommend to the Legislature that the Contract be terminated. If that occurs, any remaining Project funds will revert to the Department and may be used, at the Department's discretion, to fund other Program grants.
- (g) The Department is allowed fifteen (15) business days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (i) The Department may reduce the Grantee's amount of Program funds provided by this Contract if one or both of the following occur: (1) if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application; or (2) if the Grantee's projected average residential user rates fall below the target rate for the amount awarded, as determined by the Department.

- (j) If the Department, in its sole discretion, determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (k) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (l) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 11. REPORTING REQUIREMENTS

- (a) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports as described in the *MCEP Project Administration Manual* to the Department in conjunction with each request for reimbursement. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) Project Completion Report: Upon completion of the Project the Grantee will submit a final Project completion report as described in the *MCEP Project Administration Manual* for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

Section 13. NOTICE

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail, electronic mail, or personal service.

Section 14. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract. If the number is not provided, the Department is not obligated to pay the invoice.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Grantee may not assign, transfer, or subcontract any portion of this Contract without the Department's prior written consent. (18-4-141, MCA) The Grantee is responsible to the Department for the acts and omissions of all Grantee's subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Grantee. No contractual relationships exist between any subcontractor and the Department under this Contract.

Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 17. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason, including as permitted by Montana Code Annotated § 18-4-313(4). If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) calendar days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its

contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the sole responsibility of the Grantee. However, at its sole discretion, the Department may approve written requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, 2 CFR Part 200, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, vaccination status, or marital status by the persons performing this Contract.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with §§ 2-7-503, 2-7-504, MCA, implementing administrative rules, and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with §§ 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract, at no cost to the Department.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. The Grantee accepts responsibility for supplying, and requiring all subcontractors to supply, the Department proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. The Grantee agrees that neither the Grantee nor its employees are employees of the State. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) Primary Insurance: Grantee's insurance coverage must be primary insurance with respect to the State of Montana, its elected or appointed officials, employees, or volunteers and the State's insurance will not contribute with it.
- (c) General Liability Insurance: At its sole cost and expense, Grantee must purchase and maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (d) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (e) Property Insurance: At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g.*
(Ref: <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).
- (f) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a

public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify and hold harmless State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of the Grantee's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts subcontractor may be liable.

Claims under this provision also include those arising out of or in any way connected with the Grantee's breach of this contract, including any Claims asserting that any of the Grantee's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under Internal Revenue Code ("Code") §§ 4980H, 6055 or 6056.

Section 25. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 26. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

Section 27. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an

increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 28. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal or void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees, except as provided in Section 24, Hold Harmless and Indemnification.

Remainder of page intentionally left blank.

Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding. This Contract supersedes all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all Parties.

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

GRANTEE:

Darrel Folkvord, Commission Chair
Broadwater County Date

ATTEST:

Angie Paulsen, Clerk and Recorder

APPROVED AS TO FORM:

Cory Swanson, County Attorney

DEPARTMENT:

Mandy Rambo, Deputy Director
Montana Department of Commerce Date

EXHIBIT A
Implementation Schedule

TASK	QUARTERS, 2024				QUARTERS, 2025			
	<u>1st J F M</u>	<u>2nd A M J</u>	<u>3rd J A S</u>	<u>4th O N D</u>	<u>1st J F M</u>	<u>2nd A M J</u>	<u>3rd J A S</u>	<u>4th O N D</u>
<u>PROJECT DESIGN</u>								
Commence Final Design			2023	2023				
Complete Project Design		X						
Submit Plans to DEQ		X						
Prepare Bid Documents		X						
Finalize Acquisition		X						
<u>ADVERTISEMENT FOR CONST. BID</u>								
Review Contract Requirements				X	X			
Public Bid Advertisement					X			
Open Bids & Examine Proposals					X			
Request Contr. Debarment Review					X			
Select Contractor & Award Bid						X		
Conduct Pre-Const. Conference						X		
Issue Notice to Proceed to Contractor						X		
<u>PROJECT CONSTRUCTION</u>								
Begin Construction						X		
Monitor Engineer & Contractor						X		
Conduct Labor Compliance Reviews						X	X	X
Hold Const. Progress Meetings						X	X	X
Final Inspection								X
<u>PROJECT CLOSE OUT</u>								
Submit Final Drawdown								X
Project Completion Report/Final Certification								X
Contract End Date								2027

EXHIBIT B
Budget

ADMINISTRATION	MCEP	Broadwater County	Gallatin County	TOTAL
Personnel Cost	\$0	\$20,369	\$0	\$20,369
Office Cost	\$0	\$1,416	\$0	\$1,416
Grant and Loan Administration Services	\$0	\$2,546	\$0	\$2,546
Legal Costs	\$0	\$1,697	\$0	\$1,697
Audit Fees	\$0	\$1,697	\$0	\$1,697
Travel & Training	\$0	\$566	\$0	\$566
Interim Interest	\$0	\$0	\$0	\$0
Bond Costs	\$0	\$0	\$0	\$0
TOTAL ADMINISTRATION	\$0	\$28,291	\$0	\$28,291
CONSTRUCTION RELATED ACTIVITIES				
Land Acquisition	\$0	\$0	\$0	\$0
Engineering - Basic Services	\$45,000	\$21,954	\$92,184	\$159,138
Engineering - RPR Services	\$45,000	\$8,046	\$0	\$53,046
Engineering - Additional Services	\$0		\$18,000	\$18,000
Construction	\$600,000	\$200,000	\$614,560	\$1,414,560
Contingency	\$60,000	\$20,000	\$61,456	\$141,456
TOTAL ACTIVITY	\$750,000	\$250,000	\$786,200	\$1,786,200
TOTAL PROJECT BUDGET	\$750,000	\$278,291	\$786,200	\$1,814,491

Contract Information Sheet

Division staff are required to complete the items in blue print.		<i>Last Revised September 2023</i>	
Contract Number:	<u>MT-MCEP-CG-25-047</u>	Original Contract Amount:	<u>750,000.00</u>
Contractor's Name:	<u>Broadwater County</u>	Amount of Prior Amendments:	<u>NA</u>
Contractor Liaison:	<u>Kathy Thompson, Debi Randolph</u>	Current Amendment Amount:	<u>NA</u>
Contractor's Liaison Email:	<u>kthompson@seaeng.com; drandolph@co</u>	Total Contract Value:	<u>750,000.00</u>
Approved to Form Name:	<u>Cory Swanson</u>	Funding Source:	<u>State</u>
Approved to Form Email:	<u>cswanson@co.broadwater.mt.us</u>	Program Number/Division:	<u>60 - Community MT</u>
Contractor (signee) Name:	<u>Darrel Folkvord</u>	Org Number:	<u>608025</u>
Contractor's Email:	<u>dfolkvord@co.broadwater.mt.us</u>	Vendor Number:	<u>23520</u>
Contractor's Address:	<u>515 Broadway Street</u>	Project Name (optional):	<u>MCEP-CG-25-047</u>
Contractor's Address 2:	<u>Townsend, MT 59644</u>	Start Date:	<u>Upon Execution</u>
Attest Name:	<u>Angie Paulsen</u>	End Date:	<u>12/31/2027</u>
Attest Email:	<u>apaulsen@co.broadwater.mt.us</u>	Absolute End Date:	<u>NA</u>
Delegation:	<u>Commerce</u>		
Procurement Method:	<u>Exempt*</u>		
Contract Type:	<u>Grant</u>		
Contract Usage:	<u>Fixed</u>		
Purpose of this contract/amendment:	<u>Delegation Agreement Section 5.1 * Grants with governments. Replace Old Town West Bridge in Broadwater County.</u>		
Scope & duties of this contract:	<u>Replace Old Town West Bridge and engineering services associated with this contract.</u>		

Liaison:	<u>Lindsey Siebrasse</u>	Program Manager:	<u>Banseth@mt.gov</u>
Liaison Email:	<u>Lindsey.Siebrasse@mt.gov</u>	Bureau Chief:	_____
Liaison Phone:	<u>406-841-2708</u>	Additional Email:	_____

Signatures:	Copies To:
Division Administrator _____	Liaison <input checked="" type="checkbox"/>
Fiscal Review _____	Director (> \$200K) <input type="checkbox"/>
Legal Counsel _____	Deputy Director (<\$25K) <input type="checkbox"/>
Deputy Director _____	Perceptive <input checked="" type="checkbox"/>
OBPP _____	
Information Technology _____	
SITSD _____	

Certificate Of Completion

Envelope Id: 561950154D7541BBAF9E5A5CA7F01A25	Status: Sent
Subject: Montana Department of Commerce Contract #MT-MCEP-CG-25-047 for Signature	
Source Envelope:	
Document Pages: 16	Signatures: 0
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Contracts Admin
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	PO Box 200501
	301 S. Park Ave
	Helena, MT 596200501
	doccontracts@esign.mt.gov
	IP Address: 161.7.39.7

Record Tracking

Status: Original	Holder: Contracts Admin	Location: DocuSign
1/16/2024 1:58:52 PM	doccontracts@esign.mt.gov	

Signer Events

Signature

Timestamp

Galen Steffens galen.steffens@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/12/2024 3:14:21 PM ID: 9f8490ea-94b2-49ed-b462-25d3b1e28120		Sent: 1/16/2024 2:04:01 PM
Judy Clay judy.clay@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/12/2024 11:12:56 AM ID: 8eedefab-dbafe4e48-a960-e38e64992c0a		
Amy Barnes AmyBarnes@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/12/2024 11:31:29 AM ID: 73204b39-e63e-4a94-916f-5f6c6910c44e		
Mandy Rambo Mandy.rambo@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/16/2024 2:15:48 PM ID: 1c830831-820e-4a07-a21c-64e32a3ba331		
Amy Sassano asassano@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/12/2024 2:19:24 PM ID: cef036b7-f3d4-4139-a756-f103ab56a0eb		

Signer Events	Signature	Timestamp
<p>Cory Swanson cswanson@co.broadwater.mt.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/14/2023 12:57:18 PM ID: 5c9e5479-c590-4afe-9688-34220e18d9fb</p> <p>Darrel Folkvord dfolkvord@co.broadwater.mt.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/23/2022 12:08:25 PM ID: ab27d618-82a4-4aec-8f8e-c32573264133</p> <p>Angie Paulsen apaulsen@co.broadwater.mt.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/14/2023 2:44:56 PM ID: 3d937f79-6129-4520-8049-b168bb826c27</p> <p>Mandy Rambo Mandy.rambo@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/16/2024 2:15:48 PM ID: 1c830831-820e-4a07-a21c-64e32a3ba331</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Debi Randolph drandolph@co.broadwater.mt.us Broadwater County Commission Chair Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	<p>Sent: 1/16/2024 2:04:02 PM Viewed: 1/16/2024 2:40:18 PM</p>
<p>Lindsey Siebrasse Lindsey.siebrasse@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/12/2024 11:22:48 AM ID: 668cdb4e-5e45-4735-a789-fe754c23f507</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;"> COPIED </div>	<p>Sent: 1/16/2024 2:04:02 PM</p>

Carbon Copy Events	Status	Timestamp
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Becky Anseth
banseth@mt.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 1/16/2024 1:25:13 PM
ID: 833cd884-c152-44da-a419-b0fd47c8b7ce

Kathy Thompson
kstremcha@seaeng.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/16/2024 2:04:02 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact MT Dept of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: doccontracts@mt.gov

To advise MT Dept of Commerce of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at doccontracts@mt.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from MT Dept of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with MT Dept of Commerce

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.



January 12, 2024

Broadwater County
515 Broadway Street
Townsend, MT 59644

Subject: Old Town Bridge West – Beam Procurement

Dear Commissioners:

I have reviewed the quote results for the Old Town Bridge West Beam Supply project, received on January 10, 2024. There was a total of one bid submitted for the project, which was from Rinker Materials. Please see the enclosed Certified Bid Tabulations for a summary of the submitted bids.

Stahly Engineering has worked with Rinker Materials, formerly Forterra Concrete Products, on nearly every bridge that has utilized prestressed concrete beams, which amounts to 18 projects in the last 10 years. All projects were completed within the specified contract budget. Some projects had beam deliveries that did not meet the desired schedule. The delays were largely due to the high demand on the prestressed industry for prestressed concrete beams, delays due to cold weather, and labor shortages. In addition, the list of Currently Suspended Contractors published by the Montana Department of Labor and Industry has been reviewed, and Rinker Materials is not on this list.

Based on these results, Stahly Engineering recommends that you proceed with the low bidder, Rinker Materials.

Enclosed you will find the Notice of Award for the Old Town Bridge West Beam Supply Project. Please sign and keep a copy for the County records and return a copy to Stahly Engineering. We will send an additional copy to the Contractor.

Please call if you have any questions or concerns.

Sincerely,

Kathy Thompson, PE
Stahly Engineering & Associates, Inc.

Enclosures

NOTICE OF AWARD

Date of Issuance: January 17, 2024

Owner: Broadwater County

Owner's Project No.:

Engineer: Stahly Engineering & Associates, Inc.

Engineer's Project No.: 1000-00223

Project: Old Town Bridge West Beam Supply

Contract Name: Old Town Bridge West Beam Supply

Bidder: Rinker Materials

Bidder's Address: Five Concourse Parkway, Suite 1900, Atlanta, GA 30328

You are notified that Owner has accepted your Bid dated January 8, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Old Town Bridge West Beam Supply.

The Contract Price of the awarded Contract is \$329,904.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Broadwater County

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

CERTIFIED BID TABULATIONS

PROJECT NAME: Old Town West Bridge
OWNER NAME: Broadwater County
BID OPENING DATE: 1/10/2024

ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Rinker Materials	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Prestressed Concrete Bulb-Tee Beams	Linear Feet	800	\$656.25	\$525,000.00	\$412.38	\$329,904.00
TOTAL BASE BID			\$ 525,000.00		\$ 329,904.00	

Certification of Bid Results

- A Corrected Math
- B Corrected Total



 Kathy Thompson, PE

Bylaws of The Region 4 Opioid Abatement Board

I. Purpose

- 1.1 The Region 4 Opioid Abatement Board is established with the aim of reducing opioid-related criminal offenses, usage, addiction, and associated costs by overseeing the distribution of funds received from the Opioid Abatement Trust Fund.

II. Goals of the Board:

- 2.1 Addressing opioid-related crime, including investigation, incarceration, manpower, prosecution, and equipment costs.
- 2.2 Reducing opioid use and distribution within the jurisdiction of the Board.
- 2.3 Educating the public about the risks of opioid use and addiction.
- 2.4 Facilitating the treatment of opioid addiction.

III. Membership:

- 3.1 To achieve this purpose, the Region 4 Opioid Abatement Board is hereby created. The Region 4 Opioid Abatement Board shall consist of nine members to include representatives from the following areas:
 - 1) Anaconda-Deer Lodge County
 - 2) Powell County
 - 3) Granite County
 - 4) Park County
 - 5) Meager County
 - 6) Madison County
 - 7) Beaverhead County
 - 8) Jefferson County
 - 9) Broadwater County
- 3.2 Each County Commission within the Region 4 Opioid Abatement Board trust fund area shall appoint one member to serve a three-year term on the Board.
 - 3.2.1 A member who shall be appointed for a term of three (3) years by the County Commission of each County who is a member of this Region 4 Opioid Abatement Board opioid abatement trust fund area.

IV. Governance and Meetings

- 4.1 The Region 4 Opioid Abatement Board shall be governed by the rules of Roberts Rules of Order.
- 4.2 The Region 4 Opioid Abatement Board group shall meet at least bi-annually but more often as is necessary. Additional meetings may be called by agreement of five or more members to assess fund expenditures.
- 4.3 Quorum constitutes a majority of the eligible voting members being present. That number being 5 or greater.
- 4.4 A majority vote of the members can be made to amend the Fiscal Agent designated in the Interlocal Agreement.

V. Funding Request and Approval

- 5.1 A majority vote of members present shall send the request for expenditure of funds to the State Opioid Abatement Designee.
- 5.2 Only County Governments who are represented in the Opioid abatement trust fund for Region 4 Opioid Abatement Board shall be eligible to apply for or receive compensation from the opioid abatement trust fund.
- 5.3 The chairman or vice chairman will retrieve applications through the Montana Opioid Abatement Trust Fund portal for review prior to the Region 4 Opioid Abatement Board meeting. These applications will then be distributed to all board members prior to the meeting.
- 5.4 To apply funds from the Opioid Abatement Trust Fund, the representative for the County shall propose in writing the expenditure at least thirty (30) days prior to the meeting of the Region 4 Opioid Abatement Board.
- 5.5 The timely received proposal for an expenditure shall then be added to the agenda for the next meeting.
- 5.6 Requests shall include a supporting voice vote from a regularly scheduled County Commission meeting.
- 5.7 An affirmative vote of four total members is sufficient to pass an item for approval.
- 5.8 Approved expenditure proposals shall be forwarded to the Opioid Abatement Trust Fund by the chairperson within ten (10) business days following Region 4 Board approval.

VI. Leadership Roles

- 6.1 The Board shall determine who shall chair the board. The chair of the board should be determined annually at the first meeting of every new year.
- 6.2 The board shall determine annually at the first meeting of every new year who shall serve as a vice chairman for the board. In the absence of the chairman the vice chairman shall chair board meetings.
- 6.3 The board shall determine annually at the first meeting of every new year who shall serve as the secretary for the board. The secretary of the board shall ensure minutes are kept and distributed to the participating counties and board members within ten (10) working days of any meeting.

VII. Bylaws Revision

- 7.1 The bylaws of the Region 4 Opioid Abatement Board may be subject to revision by an affirmative vote of the majority of the members.

VIII. Meeting Methods and Schedule

- 8.1 Board meetings may be held in person, by telephone or by electronic means and members may appear and vote by telephone or electronic means.
- 8.2 At each meeting the Board shall determine the time and meeting date for the next meeting. The bi-annual meetings shall be held during the first and the third quarter of the year.

IX. Public Meetings

- 9.1 The meetings of the board shall be open to the public and advertised by each member's county in accordance with State Law or Local Ordinance.
- 9.2 Advertisement for the meeting shall include time, location, and relevant information to allow for public participation in the meeting.

X. Dissolution

- 10.1 The board may be dissolved by a super-majority vote of the member communities.

As adopted by the Region 4 Opioid Abatement Board on this _____ day of _____, 2024.

Interim Chairperson, Region 4 Opioid Abatement Board

Commissioner, Anaconda-Deer Lodge County

Email address:

Commissioner, Beaverhead County

Email address:

Commissioner, Broadwater County

Email address:

Commissioner, Powell County

Email address:

Commissioner, Granite County

Email address:

Commissioner, Jefferson County

Email address:

Commissioner, Madison County

Email address:

Commissioner, Meager County

Email address:

Commissioner, Park County

Email address:

**INTER-LOCAL AGREEMENT FORMATION, AUTHORITY AND ADMINISTRATION
OF ABATEMENT REGION 4 FOR THE OPIOID SETTLEMENT**

This Interlocal Agreement (Agreement) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated on the ____ day of _____, 20____ (Effective Date) between Beaverhead County, Montana, Broadwater County, Montana, Deer Lodge County, Montana, Granite County, Montana, Jefferson County, Montana, Madison County, Montana, Meagher County Montana, Park County, Montana and Powell County, Montana; (collectively the Parties).

ARTICLE I - PURPOSE

The purpose of this Agreement is to establish the governance structure for the administration, management, and use of Opioid Remediation Funds that the Parties are entitled to receive as a part of a Settlement Agreement (Settlement Agreement) outlined in a Memorandum of Understanding (MOU) with the Attorney General, a copy of which is attached to this Agreement.

ARTICLE II - DURATION and TERMINATION

The terms and conditions of this agreement shall become effective on the Effective Date of this Agreement. The term of this Agreement is two years from the Effective Date and may be extended for additional one-year periods, not to exceed ten years. This Agreement may be mutually terminated at any time by any party providing 30 calendar days written notice of termination.

ARTICLE III - CREATION OF ENTITY

A. CREATION OF REGION 4 MULTI-COUNTY OPIOID ABATEMENT REGION

- (1) By entering this Agreement, the Parties create the Region 4 Multi-County Opioid Abatement Region (Abatement Region 4).
- (2) Abatement Region 4 shall have the responsibility to make decisions about planning, budgeting, and disbursement of funds for projects that will equitably and appropriately serve the needs of the entire Region and be consistent with the MOU and the Settlement Agreement's definition and description of appropriate Opioid Remediation and Approved Purposes.
- (3) Abatement Region 4 shall consist of nine (9) members, one appointed from each county who is a party to this Agreement. The members shall elect a presiding officer and shall hold regular meetings at least annually and special meetings as necessary.
- (4) Abatement Regional 4 designates Deer Lodge County as the Fiscal Agent as it relates to the Opioid Remediation Funds and the MOU and may on behalf of Abatement Region 4, submit claims, requests for disbursements, accountings of spending and any other

financial reports or matters as it relates to these funds. The fiscal agent may withhold up to 5% of each grant award for administrative costs.

ARTICLE IV GENERAL PROVISIONS

1. ASSIGNMENT and AUTHORITY

No party shall assign, transfer, or convey any right or obligation set forth in this Agreement without the prior written consent of the other parties. The undersigned represent that they have authority to enter this Agreement.

2. COMPLETE AGREEMENT

This Agreement constitutes the sole and entire agreement between the Parties with regard to the subject matter hereof. No other terms or conditions shall be binding upon either party unless accepted in writing. This Agreement supersedes any previous oral or written agreements between the Parties with regard to the subject matter hereof.

3. APPLICABLE LAW, VENUE and ATTORNEYS FEES

This Agreement shall be governed by the laws of the State of Montana and any action to enforce any right or obligation shall be brought in the Fifth Judicial District, Jefferson County. Each party shall be responsible for its own attorney's fees.

4. COMPLIANCE WITH LAW

The Parties shall comply with all applicable federal, state, and local law in performing under this Agreement.

5. SEVERABILITY

The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision of this Agreement.

6. RECORDING

All parties will be responsible for filing an executed copy of this Agreement with the Beaverhead County, Montana Clerk and Recorder, the Broadwater County, Montana Clerk and Recorder, the Deer Lodge County, Montana Clerk and Recorder, the Granite County, Montana Clerk and Recorder, the Jefferson County, Montana Clerk and Recorder, the Madison County, Montana Clerk and Recorder, the Meagher County, Montana Clerk and Recorder, the Park County, Montana County Clerk and Recorder, the Powell County, Montana County Clerk and Recorder, and the Secretary of State pursuant to 7-11-107, MCA. Cost of filing will be shared equally.

7. INTERLOCAL AGREEMENT

This Agreement is an interlocal agreement under Section 7-11-104, M.C.A. To that end, this Agreement shall remain in effect at least through the date stated in Article II above, unless earlier terminated under the provisions hereof or by the agreement of the Parties. As an agreement amongst recognized government entities and political subdivisions no partnership or joint venture is intended nor exists nor shall be deemed to exist between the Parties.

This Agreement entered on the Effective Date by:

BEAVERHEAD COUNTY, MONTANA

BROADWATER COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

DEER LODGE COUNTY, MONTANA

GRANITE COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

JEFFERSON COUNTY, MONTANA

MADISON COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

MEAGHER COUNTY, MONTANA

PARK COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

POWELL COUNTY, MONTANA

Chairman, Board of County Commissioners

Construction Agreement

Broadwater County Line - South UPN 10467000

This Agreement by and between Broadwater County (County), and the Montana Department of Transportation (MDT, Department, or State), establishes the responsibilities and duties of the parties in respect to project activities on a portion of MT Hwy 284 located within the County of Broadwater, Montana.

Whereas, the construction will be accomplished through Uniform Project Number 10467000, Broadwater County Line - South (Project) located on MT Hwy 284 between 16.0 and 42.5; and,

Whereas, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the County and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the project to remain eligible for state and/or federal funding; and,

Whereas, the Project lies on the designated Secondary Highway System under the jurisdiction of the Montana Transportation Commission and MDT as per Mont. Code Ann. 60-2-110; and,

Whereas, the County has requested the use of STPS funds for the construction of the project. Construction costs are estimated to be \$3,800,000; and,

Whereas, the County and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

Whereas, the County desires to have the Project constructed, the County deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in Agreement;

Now, therefore, the parties agree as follows:

ARTICLE I. GENERAL OBLIGATIONS OF MDT

1. MDT will design and award a Contract to construct the Project. The project includes Mastic crack-fill treatment of the transverse cracks prior to a full-length seal & cover from mile-marker 16.0 to 42.5 to include all paved approaches and bulb-outs. Work will also include signage, delineation, and pavement markings. Guardrail will be addressed as needed.
2. MDT will provide the County opportunities to participate in the Project's development, including invitation to the final inspection of the project.

3. MDT will maintain the roadway surface, including pavement repair, pavement preservation, and snowplowing, and will maintain all features, including signals (if present) and non-decorative roadway lighting, within the roadway prism unless otherwise noted herein.
4. If the County does not fulfill any maintenance requirements stated herein, MDT may complete the required maintenance and seek compensation from the County. In doing so, MDT must first provide notice to the County allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the County.
5. For any maintenance requirements that are the obligation of the County, as stated herein, MDT may complete any maintenance required due to a public emergency and seek compensation from the County for any costs incurred. In doing so, MDT may first provide notice to the County, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the County.
6. MDT is the issuing authority for all future encroachment and approach permits.

ARTICLE II. GENERAL OBLIGATIONS OF THE COUNTY

1. The County agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
2. The County will provide appropriate and timely input during the Project's development.
3. The County will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the project.
4. The County, at its sole expense, will maintain the County signs installed as part of this project, if any. For the purposes of this Agreement, "maintenance of signs", is defined as: the inspection, cleaning, repair, and replacement of signs damaged through weathering, vandalism, the wind, or other means.
5. The County agrees no fixture, building, structure, or other permanent installation other than those approved by MDT shall be constructed or placed within MDT right-of-way without prior written approval from MDT.
6. Unless specified otherwise herein, the County agrees it will fund any additional costs MDT may incur on future MDT projects due to any amenities the County places in the MDT right-of-way.
7. The County agrees that any County-performed maintenance that occurs within MDT right-of-way must be reviewed and approved by the appropriate MDT District Maintenance Office prior to initiation of the maintenance.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. **Termination** – This Agreement may be terminated by MDT if the County violates or breaches any term, condition, or article of this Agreement and the County has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the County's representative, of such violation or breach of any term; condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without County or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the County.
3. **Other Agreements** – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. **Hold Harmless & Indemnification**
 - a. The County agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the County's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the County, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.
 - b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the County, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the County.
5. **Insurance**

- a. **General Requirements:** Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. **General Liability Insurance:** Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. **General Provisions:** All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. **Workers' Compensation Insurance:** The County must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the County will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the County and the County shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined

annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 13.56% for fiscal year 2023 (July 1, 2023 to June 30, 2024). If the work occurs or extends into fiscal year 2024 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

i. Invoice will be sent to:
Broadwater County
Attn: Clerk & Recorder
515 Broadway Street
Townsend, MT 59644-2397

ii. Payments shall be made to:
Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
11. Non-Discrimination – The County will require that during the performance of any work arising out of this Agreement the County, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment "A" attached hereto and made part of this Agreement.
12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT's Detailed Drawings, 608 series.

13. Audit – The County grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the County maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Access and Retention of Records – The County agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The County agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.
17. Representatives
 - a. County's Representative: The County's Representative for this Agreement shall be the County Manager or designee or such other individual as County shall designate in writing. Whenever approval or authorization from or communication or submission to County is required by this Agreement, such communication or submission shall be directed to the County's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when County's Representative is not available, MDT may direct its communication or submission to other designated County personnel or agents.
 - b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, County may direct its direction or communication or submission to other designated MDT personnel or agents.
18. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement

may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the County's authorized representative on behalf of the County, has signed and affixed hereto the seal of the County.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____
Montana Department of Transportation Date _____

DocuSigned by:
Christian Nygren
894B2884F0FB4DE...
Approved for Legal Content

DocuSigned by:
Megan Handl
4EE5888EF563494...
Approved for Civil Rights

The above resolution was adopted by the Board of County Commissioners this _____ day of _____, 20__.

_____ COUNTY, MONTANA

(COUNTY SEAL)

By _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST:

By _____
MEMBER, BOARD OF COUNTY COMMISSIONERS

CLERK AND RECORDER

By _____
MEMBER, BOARD OF COUNTY COMMISSIONERS

**ATTACHMENT A: MDT
NONDISCRIMINATION AND
DISABILITY ACCOMMODATION
NOTICE**

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

**FIRST AMENDMENT TO THE
RETRO TV
AFFILIATION AGREEMENT**

THIS FIRST AMENDMENT TO THE RETRO TV AFFILIATION AGREEMENT ("First Amendment") is effective as of January 12, 2024, by and between **RETRO TV**, a subsidiary of Luken Communications, LLC, (herein "**Retro TV**"), with offices at PO Box 11409, Chattanooga, TN 37401, and Townsend TV District, (herein "**Broadcaster**"), with offices located at 515 Broadway, Townsend, MT 59644.

WHEREAS, pursuant to the Retro TV Affiliation Agreement executed February 15, 2021, 2021, the broadcaster agreed to broadcast Retro TV's programming on station K04QX-D within the Butte, MT market for a three-year Term expiring on February 14, 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Retro TV and Broadcaster hereby agree to amend the Agreement as follows:

1. The Term shall be extended for an additional three-year period from February 15, 2024, through February 14, 2027.
2. All other Terms and conditions in the Retro TV Affiliation Agreement remain the same.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Amendment to be executed by a duly authorized agent of each party.

LUKEN COMMUNICATIONS, LLC

TOWNSEND TV DISTRICT

Emily Bronze

Name: _____

Vice President of Corporate Affairs

Title: _____

Date: _____

Date: _____

**FIRST AMENDMENT TO THE
REV'N AFFILIATION
AGREEMENT**

THIS FIRST AMENDMENT TO THE REV'N AFFILIATION AGREEMENT ("First Amendment") is effective as of January 12, 2024, by and between **REV'N**, a subsidiary of Luken Communications, LLC, (herein "**Rev'n**"), with offices at PO BOX 11409, Chattanooga, TN 37401, and Townsend TV District, (herein "**Broadcaster**"), with offices located at 515 Broadway, Townsend, MT. 59644.

WHEREAS, pursuant to the Rev'n Affiliation Agreement executed February 15, 2021, 2021, the broadcaster agreed to broadcast Rev'n's programming on station K04QX-D within the Butte, MT market for a three-year Term expiring on February 14, 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Rev'n and Broadcaster hereby agree to amend the Agreement as follows:

1. The Term shall be extended for an additional three-year period from February 15, 2024, through February 14, 2027.
2. All other Terms and conditions in the Rev'n Affiliation Agreement remain the same.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Amendment to be executed by a duly authorized agent of each party.

LUKEN COMMUNICATIONS, LLC

TOWNSEND TV DISTRICT

Emily Bronze

Name: _____

Vice President of Corporate Affairs

Title: _____

Date: _____

Date: _____

**FIRST AMENDMENT TO
THE ACTION CHANNEL
AFFILIATION AGREEMENT**

THIS FIRST AMENDMENT TO THE ACTION CHANNEL AFFILIATION AGREEMENT (“First Amendment”) is effective as of January 12, 2024, by and between **THE ACTION CHANNEL**, a subsidiary of Luken Communications, LLC, (herein “**Action**”), with offices at PO Box 11409 Chattanooga, TN 37401, and Townsend TV District, (herein “**Broadcaster**”), with offices located at 515 Broadway, Townsend, MT. 59644.

WHEREAS, pursuant to the Action Affiliation Agreement executed February 15, 2021, 2021, the broadcaster agreed to broadcast Action’s programming on station K04QX-D within the Butte, MT market for a three-year Term expiring on February 14, 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Action and Broadcaster hereby agree to amend the Agreement as follows:

1. The Term shall be extended for an additional three-year period from February 15, 2024, through February 14, 2027.
2. All other Terms and conditions in the Action Affiliation Agreement remain the same.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Amendment to be executed by a duly authorized agent of each party.

LUKEN COMMUNICATIONS, LLC

TOWNSEND TV DISTRICT

Emily Bronze

Name: _____

Vice President of Corporate Affairs

Title: _____

Date: _____

Date: _____



AFFILIATION AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of the 2nd day of November, 2021 (the “**Effective Date**”), by and between **LUKEN COMMUNICATIONS, LLC** (herein “**Action**”) with its corporate office located at 225 E. 8th Street, Suite 500, Chattanooga, TN 37402 and **TOWNSEND TV DISTRICT** (herein “**Broadcaster**”), with offices located at 515 Broadway, Townsend, MT 59644. For purposes of this Agreement, Action and Broadcaster each may be referred to individually as a “**Party**”, and together as the “**Parties**”.

This Agreement concerns the following television station(s), of which Broadcaster is the Federal Communications Commission (the “**FCC**”) licensee (the “**Station**”):

<u>Call Sign</u>	<u>Channel</u>	<u>Facility ID</u>	<u>Community</u>	<u>Nielsen DMA</u>	<u>Launch Date</u>
K04QX-D	12.3 8.3 <i>QW</i>	181055	Townsend, MT	Butte	On-Air

QW

1. **TERM AND RENEWAL.** The term of this Agreement shall be a period of twenty-six (26) months commencing effective at 12:00 a.m. local time of Station on October 29, 2021 and expiring at 11:59 p.m. local time of Station on February 14, 2024 (the “**Term**”), unless terminated earlier in accordance with this Agreement.

2. **PROGRAMS.**

a. **National Feed.** Action shall provide programming (each individual program comprising such programming, a “**Program**” and together with other programs, the “**Programs**”) on a national twenty-four (24) hour per day, seven (7) days per week basis, via satellite or terrestrial delivery method, which Programs shall be available to Broadcaster for airing on the Station(s) and specific Channel(s) set forth in the preamble of this Agreement and pursuant to the terms and conditions set forth in this Agreement. The national schedule may be changed by Action from time to time, at Action’s sole discretion, provided Action does not change the essence of its primary programming (i.e. sports, lifestyle, drama, reality, talk, specials, and movies).

b. **[Reserved.]**

3. **COMMITMENT TO BROADCAST AND LIMITATIONS ON USE.** It is of the essence of this Agreement that:

a. **Exclusivity.** Broadcaster shall be the exclusive affiliate of Action in the designated market area (DMA) to which the Station is assigned as of the date of this Agreement, to the full extent allowed by the Communications Act of 1934, as amended (the "Act"), and the rules, regulations, and published policies of the FCC (the "FCC Rules", and together with the Act, the "Communications Laws"). Broadcaster, by the terms of this Agreement, shall be entitled to invoke the protection against duplication of programming imported under applicable copyright laws, including the Compulsory Copyright License, as provided in the FCC's network non-duplication and syndicated exclusivity rules, to the maximum extent permitted by the Communications Laws. Action confirms that it has obtained written clearance for the Programs to air in the above-referenced DMA and that the airing of these Programs by Broadcaster will under no circumstance trigger or otherwise infringe upon any syndicated or network exclusivity rights claimed to be held by other parties operating stations in the above-referenced DMA.

b. **Broadcast in Entirety.** Except for specific provisions made by Action in the Programs for the insertion of local material, any pre-approved network changes, or as otherwise provided in this Agreement, every Program that is broadcast by the Station shall be broadcast in its entirety, including, but not limited to, all advertising and sponsorship identification content, without interruption, deletion, alteration or addition of any kind, including but not limited to any use of time altering or time compression technology.

c. **Broadcast Only at Fixed Time.** Broadcaster shall broadcast the Programs on the Station only on the days and at the times indicated by Action in the schedule delivered to Station, and shall not delay any such broadcast, in each case except as otherwise set forth in this Agreement or with the prior written consent of Action.

d. **Only Certain Station and Certain Programs.** Broadcaster's right to exhibit the Programs shall be limited to the Station and Channel(s) specified in the preamble to this Agreement. Broadcaster shall not authorize, cause, permit, or otherwise enable any other station or distribution medium (electronic, written, or otherwise) to carry or otherwise use all or any part or any of the content of any Program or material distributed by Action (even if such material is delivered via Action's interconnection facilities to Station). Notwithstanding the foregoing, Broadcaster, upon written notice to Action, may authorize any television translator, booster, relay facility, or another station that is rebroadcasting the Station's signal, to rebroadcast, and any cable television system, direct broadcast satellite system, or other multichannel video programming distributor ("MVPD") to retransmit, the portion of the Station's DTV signal that includes the Programs within the Station's DMA without Action's prior written consent, as long as such translator rebroadcasts or MVPD retransmits the Programs in their entirety. Broadcaster shall not authorize a public exhibition of any Program (which for purposes of clarity and avoidance of doubt shall not include the transmission of Action's Programs by Broadcaster pursuant to this Agreement); Action acknowledges that Broadcaster cannot control the actions of third parties

and that Broadcaster shall have no liability to Action or to any other person or entity for the conduct of third parties acting without Broadcaster's express written consent. Broadcaster may not distribute any Program via the Internet except as expressly provided in writing by Action.

4. **ADVERTISING MATERIAL.** Subject to the terms and conditions of this Agreement, the Station shall broadcast all advertising material within the Programs provided by Action. Broadcaster shall be allotted 2.5 minutes of commercial availability during each regularly scheduled half-hour time slot (excluding overnight paid programming) for locally inserted advertising, promotional announcements, and public service announcements. Local advertising, if any, shall be sold and produced by Broadcaster, with all proceeds retained by Broadcaster and all associated costs and expenses borne by Broadcaster. All local spot breaks shall be scheduled by Action and such schedule shall be provided to Broadcaster in a timely fashion. Action shall retain the remainder of the commercial availabilities within Programs, as well as the exclusive rights to sell all overnight paid programming advertisements as provided in the programming schedule. Except as provided in this Agreement, Broadcaster shall not have the right to preempt Action's advertisements or paid programming for any reason. Action advertising shall be sold and produced by Action, with all proceeds retained by Action and all associated costs and expenses borne by Action. Action represents, warrants and covenants to Broadcaster that all commercial availability windows included in any children's programming provided by Action, and all commercial matter and promotional announcements included in such programming, shall fully comply with all Communications Laws and other laws applicable to such programming. Action shall make available to Broadcaster a quarterly certification attesting to the fact that Action complied with the commercial limits during all children's programming provided to Station during the preceding quarter. All material inserted in local advertising and Action advertising shall be in good taste, shall not be deceptive or misleading, and shall comply with all applicable laws.

5. **SUBSTITUTION OF PROGRAMS BY BROADCASTER; RESERVED TIME.**

a. **Preemptions and Substitutions.** At all times during the Term of this Agreement, Broadcaster shall have the right to reject or refuse to broadcast any Program or program material that is unsatisfactory, unsuitable or contrary to the public interest and to substitute a program that has greater local or national importance, consistent with Section 73.658(e) of the FCC Rules. In addition, Broadcaster may preempt up to 20 hours per month any Program other than Paid Programming ("**At Will Preemption**") and substitute coverage of local sporting or community events that Broadcaster reasonably believes to have greater local interest, based on, but not limited to, program performance, ratings, advertiser reaction and profitability. During each occurrence of At Will Preemption, Broadcaster shall provide at least one 30 second promotion of Action's programming. Broadcaster shall notify Action at least seventy-two (72) hours in advance of any substitution, or, if the decision to substitute is made within 72 hours of airtime, as soon as possible after the decision is made.

b. **Local Reserved Time.** The program schedule shall provide a three-hour time slot on Sunday mornings from 7:00 a.m. to 10:00 a.m. during which Broadcaster may broadcast on

the Station programming of its choosing (collectively, the "Reserved Programming Time"). Broadcaster shall be responsible for all costs associated with the production, acquisition and broadcast of material during Reserved Programming Time.

6. DELIVERY OF PROGRAMS, EQUIPMENT REQUIREMENTS, AND ADDITIONAL SERVICES.

a. Action shall provide to Broadcaster a satellite feed of the Programs for broadcast on the Station. Broadcaster shall bear the cost of obtaining, installing, and maintaining a suitable earth station dish to receive the Programs via satellite. Broadcaster shall also provide a suitable internet connection to Action provided equipment for remote management via the Internet. During the Term of this Agreement, Broadcaster shall provide a satellite receiver necessary to receive the Programs. Broadcaster shall operate and maintain with reasonable care, at Broadcaster's expense, the equipment provided by Action. All equipment provided by Action to Broadcaster shall remain the property of Action. No security interest shall be granted to Broadcaster and Broadcaster shall not grant, whether expressed or implied, any security interest in Action's equipment to any third party. Broadcaster shall be responsible, at its sole cost, for all other equipment necessary or required to broadcast the Programs and to comply with all applicable Communications Laws. Upon execution and delivery of this Agreement, Broadcaster shall complete and deliver to Action a contact and technical information form for each Station. Broadcaster shall promptly notify Action of any changes to the contact and technical information and shall provide any such additional information as reasonably may be required upon request by Action.

b. [Reserved.]

7. PROOF OF PERFORMANCE AND CARRIAGE. Broadcaster agrees to begin broadcasting Action Programs under this Agreement effective on the Launch Date reflected in the preamble of this Agreement. Broadcaster agrees to complete and furnish to Action monthly affidavits of performance and carriage reports in the form specified by Action as reflected in Schedule B, and as may be amended by Action from time to time. Broadcaster shall return completed reports to Action within twenty (20) calendar days after the end of each calendar month during which Station broadcasts any Program.

8. PROMOTION. Broadcaster shall use good faith efforts to expand the Action viewing audience with on-air cross promotions, recognition on the Station website, and similar means. In addition to providing promotional announcements, Action shall make available to Broadcaster such other promotional and sales materials as Broadcaster and Action may mutually consider appropriate, including but not limited to regular use of Action's applicable URL or web address, at Action's discretion. Broadcaster shall not delete any copyright, trademark, logo or other notice, or any credit, included in any materials delivered pursuant to this Section 8. During the Term of this Agreement, Action shall list Broadcaster's station identification information and its website on the Action website.

9. **RIGHTS, FEES, AND LICENSES.**

a. **Music Performance Licenses.** Broadcaster shall be responsible for obtaining and paying the cost of licenses from all music licensing entities, including but not limited to SESAC, ASCP and BMI, covering music performance rights for any material broadcast by the Station, including music included in the Programs.

b. **Publicity and Use of Marks.** Broadcaster acknowledges and agrees that all trademarks, trade names, service marks, systems, software, knowhow, operation methods, logos, call signs, trade dress, business names, Internet domain names, and all registrations, applications and renewals thereof, all published and unpublished works of authorship and copyrights therein and thereto, and other right in and to material furnished by Action or included in the Programs owned or licensed by Action, its subsidiaries, parent or sister companies, are and shall remain the sole and exclusive intellectual property of Action or the party from which Action obtained the right to use the mark or right (such rights, the "**Action Intellectual Property Rights**"). Subject to the terms and conditions of this Agreement, and in consideration of the performance by Broadcaster of its obligations under this Agreement, Action hereby grants to Broadcaster and its Affiliates a fully paid-up, non-royalty bearing, non-exclusive, revocable license to use the Action Intellectual Property Rights during the Term and solely for the purpose of reasonably publicizing Broadcaster's affiliation with Action, and airing the Programs provided by Action, pursuant to the terms of this Agreement. No other use or appropriation of Action's Intellectual Property Rights is authorized without prior written consent of Action. Action acknowledges and agrees that all trademarks, trade names, service marks, logos, call signs, trade dress, business names, Internet domain names, and all registrations, applications and renewals thereof, and all published and unpublished works of authorship and copyrights therein and thereto, owned or licensed by Broadcaster, the Station or any of their respective direct and indirect affiliates, are and shall remain the sole and exclusive intellectual property of Broadcaster and/or its applicable affiliates (collectively, the "**Broadcaster Intellectual Property Rights**"). Subject to the terms and conditions of this Agreement, and in consideration of the performance by Action of its obligations under this Agreement, Broadcaster hereby grants to Action a fully paid-up, non-royalty bearing, non-exclusive, revocable, license to use the Broadcaster Intellectual Property Rights during the Term and solely for the purpose of reasonably publicizing Action's affiliation with the Station. No other use or appropriation of Broadcaster's Intellectual Property Rights is authorized without prior written consent of Broadcaster. Notwithstanding anything set forth herein, each Party shall have the full right and ability to pursue all available recourse upon the discovery of any abuse, infringement, violation, alteration or unauthorized use by the other Party of any of their respective intellectual property rights.

10. **CABLE CARRIAGE.** Broadcaster shall use commercially reasonable efforts to maximize the distribution of the Station's channel on which Station broadcasts the Programs by MVPDs serving the Station's DMA. Where permitted, the channel identification on an MVPD's electronic program guide shall include the Action logo and name. However, if Broadcaster is unable, for any reason, to reach agreement for seventy percent (70%) cable carriage of the Station within one hundred

fifty (150) calendar days from the start of this Agreement, Action has the right, at its sole discretion, to terminate this Agreement without further obligation.

11. **STATION FACILITIES.** The authorized effective radiated power, antenna height, and transmitter coordinates of the Station are identified in the Station's FCC authorizations. Broadcaster shall provide Action with prompt notice of any change in the Station's transmitter location, power, frequency, hours of operation, and/or program format, and at any time when the Station is broadcasting its DTV signal with less than seventy percent (70%) of its authorized power and/or antenna height. If Station is not using at least seventy percent (70%) of its authorized power and/or antenna height, except during short term maintenance or emergency scenarios, then Action may at its sole discretion terminate this Agreement without further obligation.

12. **FCC COMPLIANCE.** Action hereby warrants, represents and covenants to Broadcaster that at all times during the Term of this Agreement, the Programs (including Action advertising) shall comply in all respects with applicable law, including, but not limited to, the Communications Laws. Such rules and regulations shall include, without limitation, all requirements related to closed captioning, children's programming, political advertising, political broadcasting, and sponsorship identification. Without limiting the generality of the foregoing, Action shall (a) determine when sponsorship identification announcements are required and ensure that all such announcements are accurate; (b) ensure that no material broadcast during programming intended for children shall include host selling or any other sales practices prohibited by applicable laws and regulations; (c) provide that not less than three (3) hours of qualified children's programming per broadcast week (or such greater amount of time if so required by the Communications Laws); and (d) promptly notify Broadcaster if any candidate for public office will appear on Action's programming and provide Broadcaster an explanation if such appearance is exempt from the equal opportunities requirements of Section 315 of the Act. Broadcaster may reject any such program without penalty if Action does not agree to provide equal opportunities as permitted by law. Any requirement imposed by the Communications Laws with respect to the Programs or advertising supplied by Action shall be the sole responsibility of Action.

13. **TERMINATION.**

a. **Termination Events.** This Agreement may be terminated by the Parties as follows:

(i) **By Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the Parties in writing.

(ii) **Event of Default.** Except to the extent otherwise set forth in Section 16 (Force Majeure) below, this Agreement may be terminated by either Party upon written notice to the other Party following the occurrence of an Event of Default that remains uncured for a period of thirty (30) Business Days following the date upon which the defaulting Party is given written notice (a "**Default Notice**") of such Event of Default (such 30-day period, the "**Cure Period**"). Any

such Default Notice shall specify the event, condition or circumstance which, if not rectified during the Cure Period, shall constitute an Event of Default and indicating what actions must be taken by the defaulting Party in order to cure the Event of Default within the Cure Period. If after receiving such Default Notice the receiving Party fails to cure the specified Event(s) of Default to the reasonable satisfaction of the non-defaulting Party during the Cure Period, then this Agreement shall terminate automatically, without any further action on the part of either Party, effective as of 11:59 p.m. local time of Station the last business day of the Cure Period. For purposes of this Agreement, the term "Event of Default" shall mean (i) any failure by a Party to perform or observe a material covenant, condition, obligation or agreement contained in this Agreement, (ii) any event or circumstance in which a material representation or warranty herein made by a Party to the other is found by a Party to have been false or misleading as of the time made, or (iii) if a Party (A) makes a general assignment for the benefit of its creditors, (B) files a voluntary petition in bankruptcy, (C) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, dissolution, liquidation, or similar relief under any bankruptcy or debtor relief law, (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any bankruptcy insolvency proceeding brought against it, (E) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator in respect of all or any substantial portion of its properties; or (F) voluntarily dissolves, liquidates, or winds up its affairs, other than by reason of a merger, the surviving entity of which assumes all of such Party's obligations hereunder.

(iii) **Misconduct; Illegality.** This Agreement may be terminated by either Party, effective immediately upon written notice to the other Party, upon the occurrence of (i) any act of gross negligence, willful misconduct or fraud by a Party in respect of its obligations hereunder, or (ii) any event, condition or circumstance under which the actions of a Party, or any of the terms of this Agreement, are or become prohibited by applicable law, including the Communications Laws.

b. **Effects of Expiration or Termination.** Upon the expiration or earlier termination of this Agreement, all rights and obligations of the Parties under this Agreement shall immediately cease, including, but not limited to, all licenses granted by the Parties pursuant to Section 9 above provided, however, that (i) the indemnification obligations of the Parties set forth in Section 14 (Indemnification) shall continue indefinitely, subject to any applicable statutes of limitation, (ii) no termination of all or any part of this Agreement will release either Party from liability for prior breaches of any provision of this Agreement, and (iii) the terms and provisions of this Agreement that can only be given proper effect if they survive the termination of this Agreement will survive and remain enforceable notwithstanding the termination, rescission, or expiration of this Agreement; and (iv) notwithstanding any provision of this Agreement to the contrary, any termination of this Agreement by a Party: (x) shall not constitute an election of remedies with regard to such default or such termination; and (y) shall not affect, or limit, the ability of the non-defaulting Party to avail itself of any and all rights, claims and remedies which otherwise would have been available to it, at law or in equity or otherwise. Broadcaster, at its expense, shall return

to Action all equipment provided by Action upon expiration or earlier termination of this Agreement.

14. INDEMNIFICATION.

a. **By Action.** Action shall indemnify and hold Broadcaster, its Affiliates and each of their respective officers, directors, members, managers, investors, partners, agents, and employees and their respective heirs, executors, successors and assigns, harmless from and against any and all claims, liabilities (whether asserted or unasserted, absolute or contingent), actions, suits, losses, damages, penalties, fines, judgments, (whether at law or in equity), damages (including amounts paid in settlement and costs (including costs and expenses of investigation and reasonable attorneys' fees and expenses) (collectively, "Losses"), arising from, relating to, or in connection with (i) any breach by Action of any of its representations, warranties, covenants or obligations under this Agreement, (ii) the Station's broadcast of any Program or advertising material supplied by Action, including, but not limited, any Programs, advertisements and other material supplied by Action that (x) violate the Communications Laws, (y) infringe upon the intellectual property rights of any other person or entity, including music performance rights; or (z) give rise to claims of slander, defamation, invasion of privacy, and other rights of third parties arising under applicable law.

b. **By Broadcaster.** Broadcaster shall indemnify and hold Action, its Affiliates and each of their respective officers, directors, members, managers, investors, partners, agents, and employees and their respective heirs, executors, successors and assigns, harmless from and against any Losses arising from, relating to, or in connection with (i) any breach by Broadcaster of any of its representations, warranties, covenants or obligations under this Agreement, (ii) the alteration of the Programs by Broadcaster, or (iii) the broadcast of Programs for which Action, prior to such broadcast, has specifically notified Broadcaster in writing that Station could not broadcast.

c. In the event of any claim for indemnification, the claiming Party shall promptly notify the indemnifying Party of the basis for and amount of the claim, including the name of any third party involved. With the exception of proceedings before the FCC (for which no right of assumption or compromise shall exist), the indemnifying Party shall have the right, to be exercised within thirty (30) days of notice, if liability to a third party is involved, to defend or compromise such matter at the sole cost and expense of the indemnifying Party, and the indemnified Party shall cooperate fully in such defense. The indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification without the prior consent of the indemnifying Party, unless suit has been instituted and the indemnifying Party has not assumed control of the suit. The indemnifying Party shall not settle or compromise any claim by a third party unless the settlement involves no monetary payment or other obligation on the part of the indemnified Party and includes a release in favor of the indemnified Party. The provisions of this Section 14 shall survive termination of this Agreement until the expiration of the applicable statute of limitations for the claim for which indemnification is sought.

15. **DISPUTE RESOLUTION.** Any dispute arising out of or related to this Agreement that Broadcaster and Action are unable to resolve by themselves, or by mediation with a mediator agreed to by the Parties, shall be settled at the sole election of Action by (a) arbitration before the American Arbitration Association in Chattanooga, Tennessee, or (b) by litigation in the State of Tennessee, County of Hamilton. In no event shall either Action or Broadcaster be liable, in either judicial or arbitration proceedings, for any special, incidental or punitive damages, arising out of or relating to any breach of this Agreement; provided, however, that this provision shall not prevent the imposition of interest on late satisfaction of any judgment or arbitration award.

16. **FORCE MAJEURE.** Neither Party shall incur any liability to the other under this Agreement if the performance of that Party is prevented, interfered with or precluded because of an Act of God, failure of facilities, fire, lockout, strike, action by a government authority, riot or any similar or different cause beyond the reasonable control of the Party so failing to perform. This Section 16 shall not require Action to pay compensation to Broadcaster for programs not broadcast by the Stations or to prevent either Party from terminating this Agreement under Section 13 after sixty (60) days, regardless of *force majeure*.

17. **LIABILITY INSURANCE.** Both Parties shall secure and maintain in force during the Term hereof a policy of broadcaster's liability insurance for standard Errors and Omissions Insurance, applicable to its acts and omissions including, without limitation, the negligence or willful misconduct of the Party, its employees, agents, representatives and/or contractors in an amount reasonably sufficient to cover any claims arising under this Agreement. Such policies shall be secured at each Party's own cost and expense. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the liability of either Party, or as full performance of a Party's indemnification obligations hereunder.

18. **NO JOINT VENTURE OR PARTNERSHIP.** Nothing contained in this Agreement is intended to be, nor shall be construed, as forming or creating, or promising to form or create, any sort of partnership, association, joint venture, fiduciary or agency relationship between Broadcaster and Action. Except as otherwise specifically set forth herein, neither Broadcaster nor Action shall be authorized or empowered to act as an agent or representative of, or to make any representation or commitment, or to perform any act, which shall be binding on the other, nor shall either Party hold itself out as having any such authority.

19. **RESERVED RIGHTS.** All rights not expressly granted to Broadcaster herein are reserved to Action, including without limitation, but not limited to, the right during the Term to exploit any Action programming by any and all means outside of the Station's DMA, including pay-per-view, video-on-demand, subscription video-on-demand, via the internet, wireless telecommunications and/or home video, the right to include product integration and virtual integration in the Programming, and the right to authorize the exhibition of any Programming in any language other than English, by any and all means, now or hereafter known.

20. **CHANGE IN Action OPERATIONS AND/OR TERMS OF DOING BUSINESS.** Notwithstanding anything to the contrary in this Agreement, commencing seven (7) calendar days from each request by Action to Broadcaster for such negotiation, Broadcaster and Action will negotiate in good faith for a period of not less than sixty (60) calendar days in connection with a revision of this Agreement (other than with respect to Section 12 above) to make changes in its operations and/or terms of doing business that conflict with (or do not conform to) the terms of this Agreement and that will be applicable to Action affiliates generally.

21. **MISCELLANEOUS PROVISIONS.**

a. **Headings.** Headings in this Agreement are for the convenience of the Parties only and shall not control or affect the meaning or construction of any provision hereof.

b. **Complete Agreement; Amendment.** This Agreement, including Schedules A and B which are hereby incorporated, contain the sole and complete understanding, and supersedes all previous understandings or agreements, of the Parties with respect to the subject matter hereof. This Agreement may be amended only in writing by both Parties.

c. **Waiver; Forbearance.** No waiver by a Party of any breach or requirement, or forbearance from enforcing any requirement or provision, shall constitute or require a waiver of any other, or future instance of the same, breach or requirement or require any future forbearance.

d. **Notices.** Except for Action schedules, performance reports, editorial and technical advisories, and other routine communications, any notice, consent, approval or request required under this Agreement must be in writing and shall be given by fax and certified mail, return receipt requested, or use of an established overnight delivery service, including but not limited to UPS or Federal Express, addressed to the General Manager of Station or the President of Action, as applicable, at the address specified in the preamble to this Agreement or as otherwise notified by either Party from time to time, and shall be deemed given only when delivery is made or unsuccessfully attempted by the delivery service.

e. **Successors.** This Agreement shall be binding on the Parties hereto and to their respective heirs, successors, and assigns.

f. **No Third Party Beneficiaries.** This Agreement shall not confer any right on any person or entity not a Party hereto except as explicitly set forth herein.

g. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Any executed copy of this Agreement, whether by facsimile or other electronic transmission, shall have the same force and effect as signed originals.

h. **Confidentiality.** Other than as may be required by any applicable law, governmental order or regulation or by order or decree of any court of competent jurisdiction, neither Party, nor its employees, officers, agents and directors, shall publicly divulge or announce, or in any manner disclose to any third party, any of the specific terms and conditions set forth herein, provided that either Party may disclose this Agreement and/or the terms and conditions of set forth herein to any of its investors, lenders, financial and legal advisors, outside accountants, and any other person or entity that the disclosing Party reasonably believes after due inquiry has a fiduciary or contractual obligation to retain such information as confidential.

i. **Laws, Rules, and Regulations.** This Agreement is subject to all applicable laws, including the Communications Laws. Except where the foregoing applies, this Agreement shall be interpreted pursuant to the laws of the State of Tennessee applicable to transactions conducted entirely within that state.

j. **Severability.** If any provision of this Agreement is declared unlawful, invalid, or unenforceable by any competent legal authority, the remainder of this Agreement shall remain in effect and shall be interpreted to give effect to the maximum extent to the intent of the Parties, provided, however, that neither Party shall be required to accept alteration of their fundamental economic relationship hereunder.

k. **Authority of Signatory.** The individual executing this Agreement for each Party warrants that he or she is authorized and intends to execute this Agreement and to bind the Party on whose behalf he or she has signed.

l. **Assignment.** This Agreement shall not be assigned by Broadcaster without the prior written consent of Action; provided however that this Agreement may be assigned to a Party that acquires all or substantially all of the assets or stock of Broadcaster or Station.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

BROADCASTER

LUKEN COMMUNICATIONS, LLC

Co. Name: TOWNSEND T.V. DISTRICT

By: BROADWATER COUNTY

Name: Michael D. Delys

Title: County Commissioner

Date: 11-16-21

By: Emily Bronze

Name: Emily Bronze

Title: Vice President of Corporate Affairs

Date: 11/17/2021

Schedule A

Proof of Performance and Carriage

I, DARREZ FOIKVORO, in my capacity as BOARD MEMBER for TOWNSEND TV DISTRICT, do hereby certify that for the period from 9-1-21 through 11-15-21:

1. The Programs as defined in the Action Affiliation Agreement ran as scheduled on over the air channel 8.3 reaching 926 over the air TV households;
2. Unless attached as Exhibit A, all of the Programs and Action commercials aired as scheduled;
3. Unless attached as Exhibit B, the Station's contact and technical information form is correct; and
4. Cable/ADS carriage for Station includes:

Cable/ADS Operator	Community Served	Channel Position	Basic Cable Subs	Digital Cable Subs	Launch Date on Cable System
TOWNSEND TV DISTRICT	TOWNSEND MT.	8.3		926	9-1-21

Certified by me this 16 day of NOVEMBER, 2021.

Darrez Foikvoro

Name

COUNTY COMMISSIONER

Title