



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

REVISION (as of March 6, 2024)

Monday, March 11, 2024

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

Tuesday, March 12, 2024

3:00 PM Working Meeting with Deputy County Attorney, Kay Minor, regarding projects and deadlines.

Wednesday, March 13, 2024

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

10:05 AM Public Hearing, TJ Graveley, Public Works Director, Proposed Solid Waste Changes for Non-Household Waste Fees

10:15 AM Discussion/Decision, TJ Graveley, Public Works Director, Proposed Solid Waste Changes for Non-Household Waste Fees

10:20 AM Discussion/Decision, Jessica Bushnell, Noxious Weed and Mosquito Coordinator, Weed Appointments, By-Laws, and Updates

10:25 AM Discussion/Decision, Vic Sample, Department of Commerce Pilot Program; Montana Department of Commerce, Destination MT Division; Pilot Community Tourism Grant Program Application

10:30 AM Discussion/Decision, Ruby Taylor, Public Health Director, Task Order Amendment Number One; Task Order for Immunization Services; Master Contract Number HHS-PHSD-00000506; Task Order Number 24-07-4-31-103-0

10:35 AM Discussion/Decision, Ruby Taylor, Public Health Director, Letter of Intent to Apply for Contract for Fiscal Year 2024-2025; Homemaker, Respite, and Skilled Nursing

- 10:40 AM** Discussion/Decision, Lacey Forrey, Parks and Recreation Board Co-Chair; Update on Parks and Recreation; Connor's Field Vault Toilet Location and Installation
- 10:45 AM** Discussion/Decision, Townsend School District #1 and Community Library Interlocal Agreement
- 10:55 AM** Discussion/Decision, Canyon Ferry Airport CPI Hangar Lease Adjustment
- 11:00 AM** Discussion/Decision, Resolution to Waive Six-Month Notice Requirement Under the Interlocal Agreement for Townsend City-County Airport
- 11:05 AM** Discussion/Decision, Resolution for Broadwater County's Acceptance of the Transfer of City of Townsend's Ownership Interests in the Townsend City-County Airport
- 11:10 AM** Discussion/Decision, Great West Task Order #10-South End GWIP (Groundwater Investigation Program) Application Broadwater County On-Call Engineering Services Great West Engineering Project Number 1-20244
- 11:15 AM** Discussion/Decision, Operation Agreement for the Broadwater County Boat Docks with Canyon Enterprises at the Canyon Ferry Reservoir
- ~~**11:20 AM** Discussion/Decision, Nichole Brown, Community Development and Planning Director, MT Crossroads Minor Subdivision (Section 15, Township 2 North, Range 1 East) to discuss a material change to the approval of the Preliminary Plat~~

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)

- Bill Jarocki, Weekly Meeting with Press/Public Every Monday at 2 PM in his office
- Trust Board Meeting on March 12th at 11:30 AM
- **Solid Waste Board Meeting/Public Hearing on March 12th at 6 PM**
- Mental Health LAC on March 13th at 2 PM
- Fair Board Meeting on March 14th at 7 PM
- Board of Health Meeting on March 18th at 2 PM
- County Parks and Rec Board Meeting on March 18th at 6 PM
- Noxious Weed Board Meeting on March 19th at 6 PM
- Airport Meeting on March 20th at 6 PM
- LEPC Meeting on March 21st at 1 PM

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

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

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

RESOLUTION 2024 - _____

A RESOLUTION ESTABLISHING NON-HOUSEHOLD SOLID WASTE FEES.

WHEREAS, on March 19, 1973, the Broadwater County Commission passed a resolution creating the Broadwater County Refuse Disposal District for the purpose of disposal of solid waste and the Broadwater County Commission appointed members to the Board for the Broadwater County Refuse Disposal District/Solid Waste Board (Board); and

WHEREAS, the Board is authorized to establish, by resolution, rates for service charges, pursuant to § 7-13-232, MCA (2007); and

WHEREAS, service charges may take into account the character, kind, and quality of service; the cost of providing service; the volume or weight of the waste; or any combination of these factors, pursuant to § 7-13-232, MCA (2007); and

WHEREAS, notice of intention to enact a resolution was published and a public hearing was held on March 12, 2024, pursuant to § 7-13-232(6), MCA (2007).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROADWATER COUNTY that the Board's proposal to establish non-household solid waste fees is APPROVED. The fees will be established as noted on the Material Definitions and Fee List (see attached Exhibit A). The fee amounts will be reviewed by the Board on an annual basis to account for changes in disposal costs incurred by the County.

PASSED and ADOPTED by the County Commissioners of Broadwater County, Montana, this _____ day of _____ 20____.

BROADWATER COUNTY COMMISSIONERS

DEBI RANDOLPH, CHAIR

DARREL FOLKVORD, MEMBER

ATTEST:

ANGIE PAULSEN, CLERK AND RECORDER

LINDSEY RICHTMYER, MEMBER

RESOLUTION 2024 - _____

Broadwater Transfer Station
370 Indian Creek Rd
406-266-5877

Material Definitions

Class II Wastes(household):

- **Included in the assessment (\$185/3000 lbs)**
This includes decomposable wastes and mixed solid wastes containing decomposable material but excludes regulated hazardous wastes.
- Household waste, garbage, and other biodegradable materials
- Clothes, books, small appliances, etc.
- Dead Animals (under 75 pounds)
- Cardboard, newspaper, mixed residential paper, aluminum and steel cans
- Grass Clippings, Garden Waste, Leaves
- **No Liquids**
 - **Paint, cleansers, pesticides, oils**

Class II Wastes (AG): NOT included with Assessment

- **Agriculture Waste**
 - Hay/Straw, grain, manure, twine/net wrap, fencing, sawdust, empty feed containers or lumber materials
 - No plywood, OSB, or particleboard

Class III Wastes (Inert): Not included with Assessment

- Concrete (without exposed rebar)
- Rock
- Brick (unpainted)
- Brush, tree trimmings, and stumps

Class IV wastes (Construction & Demolition): Not included with Assessment

- Painted or treated wood (Includes plywood, OSB, and particleboard)
- Gypsum Board (Dry Wall) Insulation
- Asphalt Shingles
- Asphalt (banned from Class III Landfills)
- Metals, galvanized metal, copper wire/pipes
- Large furniture items, such as sofas, recliners, mattresses, box spring, wooden desks, wooden entertainment/stands, tables, or wooden dressers

PROPER SEPARATION OF WASTES SAVES YOU MONEY

TJ Graveley - Public Works Director
Misty Masolo- Assistant Public Works Director
Joe Rath – Solid Waste Foreman

(406) 980-2055
(406) 266-9212
(406) 461-7066

Broadwater Transfer Station
370 Indian Creek Rd
406-266-5877

Fee List

MINIMUM CHARGE	\$10
• UP TO 300 POUNDS (CLASS III/CLASS IV WASTES) \$65/TON THEREAFTER	
MATTRESS/BOX SPRING	\$10/ea
• (Together or individual)	
LARGE FURNITURE	\$10/ea
• (Couch, love seat, recliner, dresser, wooden entertainment center/stand, wren desks)	
RAILROAD TIES	\$10/ea
HOT TUBS	\$65/ea
REFRIDGERATOR/FREEZER/AC UNITS	\$35/ea
Dead Animals:	
• Sheep/Goat/Calf (small)	\$25/ea
• Yearling/Colt (medium)	\$30/ea
• Cow/Horse (large)	\$50/ea
TIRES:	
• PASSENGER/LIGHT TRUCK	\$3/TIRE
• SEMI-TRUCK	\$10/TIRE
• HEAVY EQUIPMENT	\$25/TIRE
CONCRETE/BRICKS/ROCK	<u>\$65/TON</u>
AGRICULTURAL WASTE	<u>\$65/TON</u>
TREES/UNTREATED WOOD	<u>\$10/PICKUP LOAD</u>
NON-HOUSEHOLD WASTE (Class III & Class IV Wastes see Material List)	<u>\$65/TON</u>
• Ranger pickup/trailer	\$20/ea
• Short Box pickup/trailer	\$30/ea
• Long Box pickup/trailer	\$35/ea

* Prices subject to change

TJ Graveley - Public Works Director
Misty Masolo- Assistant Public Works Director
Joe Rath – Solid Waste Foreman

(406) 980-2055
(406) 266-9212
(406) 461-7066



Noxious Weed Board

By-Laws

Adopted by Broadwater County Noxious Weed Board on
(February 20, 2024)



PURPOSE:

The purpose of the Broadwater County Noxious Weed Board shall be to provide noxious weed guidance to the Broadwater County Commissioners.

Article I

Powers and Duties of the Noxious Weed Board

Section 1. Statutory Powers and Duties.

- Provide recommendations to the Board of County Commissioners to on a written County noxious weed plan, to be submitted to the Montana Department of Agriculture;
- Provide recommendations to the Board of County Commissioners on administering the District's Noxious Weed Management Plan;
- Provide recommendations to the Board of County Commissioners in order to make all reasonable efforts to develop and implement a noxious weed management program covering all lands within the district owned or administered by a state or federal agency;
- Provide recommendations to the Board of County Commissioners to enter into agreements with the Montana Department of Agriculture for the control and eradication of any new invasive plant species not previously established in the state or county that may render land unfit for agriculture, forestry, livestock, wildlife, or other if the plant species spreads or threatens to spread into the entire state;
- Provide recommendations to the Board of County Commissioners to enter into cost share agreements for noxious weed management;
- Provide recommendations to the Board of County Commissioners to enter into agreements with commercial applicators, as defined in 80-8-102 MCA for the control of noxious weeds; and
- Provide recommendations to the Board of County Commissioners to perform other activities authorized by law relating to noxious weed management.

Article II

Board Membership and Responsibilities

Section 1. Members. The Noxious Weed Board is composed of five members who are appointed by the Commissioners and serve at their pleasure. Appointments shall be made with recommendations from the Noxious Weed Board according to the Broadwater County Boards Appointment & Function Policy.

Section 2. Terms. Terms of each member shall be staggered. The commissioners shall establish the staggered order of terms. The first year of appointment shall be for one (1) year, following years' appointments shall be two (2) or three (3) years staggered. Appointments are made for calendar year or as vacancies arise.

Section 3. Removal of Members from the Board. The proper functioning of a board is seriously impaired by the absence of its members. If a member has two consecutive absences from regularly scheduled meetings during the year, the Commissioners may be informed, and a replacement requested. This does not include non-voting members. The Commissioners may remove members due to unethical, unlawful or uncivil behavior and with recommendations from the Noxious Weed Board.

Section 4. Vacancies. Vacancies for voting members shall be filled by the Commissioners for the unexpired portion of the term with recommendations from the Noxious Weed Board.

Section 5. Compensation. Members are not compensated other than for necessary expenses which must be approved by the Commissioners. Transportation and actual expenses may be reimbursed per the Broadwater County Reimbursement Policy based on state per diem rates. No other compensation shall be allowed.

Article III

Officers

Section 1. Elections. Officers shall be elected by members of the board at the first regular meeting in each calendar year and shall serve one (1) year. Officers may be re-elected to serve multiple years, there shall be no term limits.



Section 2. Chair. The board shall elect a Chair who shall conduct all meetings and business of the Board according to Open Meeting Laws and to encourage Public Participation of all citizens. The Chair shall take public comment at all meetings and prior to all votes and shall maintain civility. The Chair shall be responsible for assuring that the agenda is posted accordingly with at least 48 hours prior to the meeting and email a copy of the agenda and relevant information to board members prior to the meeting.

Section 3. Vice Chair. The board shall elect a Vice Chair who shall conduct all meetings and business of the Board in the Chair's absence.

Section 4. Secretary. The board shall elect a secretary or a county employee who shall take minutes at meetings and is responsible for correspondence.

Article IV

Meetings

Section 1. Annual Organizational Meetings. An annual organizational meeting is held at the first regular meeting in each calendar year. Calendar year begins on January 1 and ends on December 31. At this meeting the agenda will include but is not limited to:

- Election of officers and approve recommendations for advisory members;
- Review the board objectives which guide the board;
- Review the By Laws of the board;
- Provide overview and training as needed for new members.

Section 2. Regular Meetings. The Noxious Weed Board will meet monthly on the Second Tuesday at 6pm (October through March) and 7pm (April through September).

Section 3. Special Meetings. Special meetings shall be called a necessary by the Chair, or at the request of three members. Meetings may be held at any predestined place or time to encourage Public Participation.

Section 4. Quorum. A majority of board members constitutes a quorum for all meetings. If any meeting is convened where there is not a quorum, the directors present may discuss routine matters but may not hear testimony or take formal action on any matter requiring motion and a vote.

No meeting shall be held unless all members of the Board have been given notice.

Section 5. Manner of Action. An act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Noxious Weed Board, except where otherwise provided by law. Votes may be taken over the phone or virtually if call-in/virtual members have been provided the entire member packet and action items and are present for the entire meeting.

There is no proxy voting.

There is no email voting.

Section 6. Parliamentary Procedure. For all procedural matters not specifically covered in the Bylaws, the controlling parliamentary authority shall be Robert's Rules of Order.

- The Chair, being a co-equal director of the Board, shall in addition to presiding, have a right to participate in debate, and shall vote on all motions, and not only where the vote of the chair would create or break a tie.
- A motion, once stated and seconded, limits the debate to points relevant to the motion. Prior to a formal motion being stated, general discussion of and the presentation of information relevant to an agenda item being considered is in order.
- Before taking of any action, the Chair shall allow members of the audience to be heard. All public comment shall be civil. All boards members shall conduct themselves in a civil manner as they serve for the citizens of Broadwater County. No member of the audience may be heard during Board discussion. The Chair may reasonably limit audience participation but must do so in an equitable manner.
- Reconsideration of any action of the Board may be allowed at any time, upon motion of a board member who voted affirmatively.



- Routine matters, such as setting meeting times and adjournment, setting future agenda items, or appointment of committees, may be by consensus rather than by motion and vote.

Section 7. Notice of Meetings. Meetings shall be posted no less than 48 hours prior to the meeting in the Broadwater County Courthouse main floor and Flynn Building window. The agenda also shall be posted on the Broadwater County website at www.broadwatercountymt.com. All members shall be notified of all meetings orally, in writing, or by email. No special meeting shall be held unless diligent efforts have been made to **notify all** directors and **all** advisory board members.

Section 8. Open Meetings Requirements. All meetings are open to the public. Section 2-3-203(1) MCA. Meetings may be closed to the public when the discussion relates to a matter of individual privacy and then only where the Chair determines on the record that the demands of individual privacy clearly exceed the merits of public disclosure. The right of individual privacy may be waived by the individual about whom the discussion pertains and, in that event, the meeting remains open to the public. Section 2-3-203(2)(3), MCA. To comply with the spirit and intent of the open meeting and public participation laws, public notice of not less than two business days shall be given of all Board meetings, regular and special. Two business days' notice need not be given where the Board must deal with an emergency situation affecting public health, welfare, or safety. Section 2-3-112(1) MCA.

Section 9. Agenda. Agenda items should be submitted to the Chair and/or the County Coordinator 7 days before a meeting.

Section 10. Minutes. Minutes of all Noxious Weed Board meetings shall be kept by the Secretary and shall be signed by the Chair and/or Vice Chair, after approval by the Board at the next meeting. Minutes of all open meetings, and portions of meetings that are open to the public, shall be kept available for inspection by the public in the Clerk & Recorder's office. The minutes need not have detailed reports of discussions but shall have all motions and a roll call vote. The minutes should include the names of members present and absent, and staff and/or public present.

Article V

Employees Subject to County Personnel Manual.

Employees are subject to the Broadwater County Personnel Policies and Procedures Handbook.

Section 1. Noxious Weed Coordinator The noxious weed coordinator shall be hired by the County to oversee the Noxious Weed and Mosquito programs and its employees. The coordinator shall take recommendations from the Noxious Weed Board and present the recommendations to the Broadwater County Commission for approval.

Article VI

Legal Assistance

The County Attorney represents Broadwater County Boards on matters relating to their functions, powers, and duties.

Article VII

Indemnification of Directors

Except as otherwise limited by Montana Codes Annotated, Broadwater County may indemnify any board member against claims, liabilities, expenses, and costs necessary incurred in the connection with the defense, compromise or settlement of any action, suit, or proceeding, civil or criminal, in which such board member is made a party by reason of being or having served on a Broadwater County board.

Article VIII

Board Responsibility

Nonwithstanding any other provision of these bylaws, no member shall take any action or carry on any activity by or on behalf of the Noxious Weed Board not permitted to be taken or carried on by a vote of the board.



All proposed expenditures must be approved by majority vote of the board and approved by the Board of County Commissioners.

A majority vote by the board constitutes a board decision. No member may move forward contrary to a board decision. A dissenting member should continue to work with the board in that direction, or on that project.

Article IX

Amendments to Bylaws

The bylaws may be altered, amended or repealed and new bylaws may be adopted by two thirds (2/3) majority vote of the Board members present at any meeting if, at least two weeks written notice is given to each member of the board of the intention, at such meeting, to alter, amend or repeal or to adopt new bylaws. The Broadwater County Commissioners must give approval to any alteration, amendment, repeal or new bylaw(s) prior to implementation.

Article XI

Approval and Adoption of Bylaws

These bylaws were approved and adopted by Broadwater County Noxious Weed Board on the 20th day of February, 2024, effective upon adoption.

Noxious Weed Board Members'
Names and Signatures:

Board of County Commissioners:

Todd Kitto-Chair

Darrel Folkvord, Chair

Gord Pearse-Vice Chair

Debi Randolph, Vice Chair

Nathan Kosto-Member

Lindsey Richtmyer, Commissioner

Weston Munns-Member

Peter Reiss-Member

Attest:

Angie Paulsen
Broadwater County Clerk and Recorder



Destination MT Division

PILOT COMMUNITY TOURISM GRANT PROGRAM

Section I of [SB 540](#) (2023)

**Pilot Community Tourism Grant Program Guidelines,
Application, and Grant Administration**

(406) 841-2796

TourismGrants@mt.gov

<https://brand.mt.gov/Programs/Office-Of-Tourism/Tourism-Grant-Program>

Table of Contents

- I. Introduction**
- II. Definitions**
- III. Eligible Applicants**
- IV. Eligible Uses of Funds**
- V. Ineligible Uses of Funds**
- VI. Application Process**
- VII. Application Review Process and Ranking Criteria**
- VIII. Pilot Community Tourism Program Grant Administration**

Pilot Community Tourism Grant Program Guidelines

Grant Administration by Destination MT

I. Introduction

The Pilot Community Tourism Grant Program (“PCTGP”) is a state-funded opportunity authorized by the 2023 Montana Legislature’s enactment of Senate Bill 540 (“SB 540”). Building tourism in a manageable, sustainable way can stimulate and diversify Montana’s local economy, protect and enhance local resources, and foster community pride without compromising the qualities that make local communities so special.

The purpose of PCTGP is to elevate communities across the state, increase their economic vibrancy by improving their appeal as visitor destinations, and improve their resilience as a destination by enhancing and diversifying tourism-related assets and infrastructure. Through this program, communities can cultivate regional visions, identify strategies to harness the power of tourism, and develop unique experiences in tourism.

Any Montana Community or group of Communities within a destination that has prioritized tourism as an economic development strategy and are interested in working collaboratively can apply for PCTGP funds. Through this process, Destination MT staff will assist local leaders with building resilient regional networks and leadership skills to manage tourism development. Interested applicants must be willing to make a significant and long-term commitment to leadership and participation in tourism and economic development over the course of 60 months. The Montana Department of Commerce (“Department”), Destination MT Division (“Destination MT”), will administer the PCTGP in accordance with these Guidelines.

Alternative accessible formats for this document will be provided upon request. If you need this document in an alternative format, such as large print, Braille, audio tape, or computer diskette, please contact the Montana Department of Commerce Destination MT Division at (406) 841-2870, TDD (406) 841-2702, or the Relay Services number, 711.

The Department of Commerce does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities. Individuals who need aid or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known. Please provide as much advance notice as possible for requests.

II. Definitions

Consistent with § 1(4) of SB 540, the Department has adopted the following definitions:

Cohort: Defined as a group of PCTGP Grantees on similar funding cycles. Destination MT will place each approved Grantee into a Cohort it determines is most appropriate for each individual Grantee.

Community: Defined as a specific geo-location or a group of communities within a destination that has prioritized tourism as an economic development strategy and are interested in working collaboratively. A group of communities can be based on various factors including geographic location, shared values, cultural identity, and/or common tourism asset development.

Invoice: The detailed project invoices Grantees must submit to receive PCGTP funds. Invoices generally should include: the invoice number(s), a brief description of work performed, the number of hours worked to accomplish each item, the amount being billed for each item, date(s) work was performed on, tasks/items completed, the beginning and ending of billing period cycles, and total amount being billed.

Grantee: Defined as one Community or one group of Communities acting jointly, who apply for and are awarded PCTGP funding from the Department.

Nonprofit Convention and Visitor Bureau or CVB: Means a nonprofit corporation organized under Montana law and recognized by a majority of the governing body in the city, consolidated city-county, resort area, or resort area district in which the bureau is located, and which is recognized by the Tourism Advisory Council.

Over-visited: The 4% Lodging Facility Use Tax dataset determines if a place is over or under visited, based on a 3-year average of a CVB's bed tax collection. If a CVB's bed tax collection is above the simple average of all CVBs' bed tax collections, then it is Over-visited. This designation will be analyzed every year and the [Layered Map of Urban and Overvisited Designations](#) will be updated accordingly.

Project Completion: Means the PCTGP project has been completed in accordance with the terms and conditions of the PCTGP Contract.

Rural: Rural is defined as "not Urban." See below.

Urban: Urban places are defined as either: 1) a census urban area with a population at or exceeding 30,000 people according to the most recent United States census; or 2) an incorporated city/town within 10 miles of one of those large urban areas. Areas in Montana that meet this definition currently include Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Missoula, Belgrade, Columbia Falls, East Helena, Laurel, Walkerville, and Whitefish.

Under-visited: The 4% Lodging Facility Use Tax dataset determines if a place is over or under visited, based on a 3-year average of a CVB's bed tax collection. If a CVB's bed tax collection is below the simple average of all CVBs' bed tax collections, then it is Under-visited. This designation will be analyzed every year and the [Layered Map of Urban and Overvisited Designations](#) will be updated accordingly.

III. Eligible Applicants

The following are eligible to apply for the PCTGP:

- One Rural Community;
- Multiple Rural Communities partnering together;
- One Under-visited Community;
- Multiple Under-visited Communities partnering together;
- An Under-visited Community(s) partnering together with a Rural Community(s);
- An Urban Community that partners with a Rural and/or Under-visited Community; or
- An Over-visited Community that partners with a rural and/or Under-visited Community.

If you have additional questions involving eligibility, please contact Destination MT staff at the Department directly.

IV. Eligible Uses of Funds

Based on availability of funds and Grantee meeting their contractual obligations to the Department, each selected tourism ready Community may be awarded up to \$2.75M in total grant funds for up to 60 months to financially support:

- Resources;
- Support;
- Tourism asset and product development; and
- Training in collaborative marketing for businesses and communities to develop meaningful, regenerative tourism.

Specifically, funding recipients may use the PCTGP funds to pay for allowable expenses as follows:

Year I: The Department may reimburse Grantees up to \$250,000 for eligible expenses. Funds generally may support costs directly related to:

- [State rate travel and per diem costs](#) for steering committee members to attend monthly in-person meetings;
- Costs associated with renting a facility for steering committee meetings and workshops and events;
- Reasonable costs for light refreshments/beverages at meetings and workshops;
- Purchase of tourism-related data/primary research to support data-driven planning;
- Project-related planning documents;
- Lead agency professional services;

- Procurement-related costs;
- Contracted professional services directly related to Community engagement, planning, implementation, and execution; and
- Up to a maximum of 20% of Year 1 funds may be budgeted for direct grant administration.

The Community must submit a Year 1 budget to the Department prior to receiving funds, which must be approved by the Department prior to any disbursements.

Year 2: The Department may reimburse the Grantee up to \$1,000,000 for eligible expenses, contingent on Year 1 contract conditions being met. Funds generally may support costs directly related to:

- Identified tourism asset/product development project(s);
- Contracted professional services directly related to the development project(s), Community engagement, planning, implementation, and execution;
- [State rate travel and per diem costs](#) for steering committee members to attend in-person meetings;
- Costs associated with renting a facility for steering committee meetings and workshops and events;
- Reasonable costs for light refreshments/beverages at meetings and workshops;
- Purchase of tourism-related data/primary research to support data-driven planning;
- Project-related planning documents;
- Lead agency professional services;
- Procurement-related costs; and
- Up to a maximum of 20% of Year 2 funds may be budgeted for direct grant administration.

The Community must submit a Year 2 budget to the Department prior to receiving funds, which must be approved by the Department prior to any disbursements.

Year 3: The Department may reimburse the Grantee up to \$750,000 for eligible expenses, contingent on Year 2 contract conditions being met. Funds generally may support costs directly related to:

- Continued tourism asset/product development project(s);
- Contracted professional services directly related to the development project(s), Community engagement, planning, implementation, and execution;
- [State rate travel and per diem costs](#) for steering committee members to attend in-person meetings;
- Costs associated with renting a facility for steering committee meetings and workshops and events;
- Reasonable costs for light refreshments/beverages at meetings and workshops;
- Purchase of tourism-related data/primary research to support data-driven planning;
- Project-related planning documents;
- Lead agency professional services;

- Procurement-related costs; and
- Up to a maximum of 20% of Year 3 funds may be budgeted for direct grant administration.

The Community must submit a Year 3 budget to the Department prior to receiving funds, which must be approved by the Department prior to any disbursements.

Year 4: The Department may reimburse the Grantee up to \$500,000 for eligible expenses, contingent on Year 3 contract conditions being met. Funds generally may support costs directly related to:

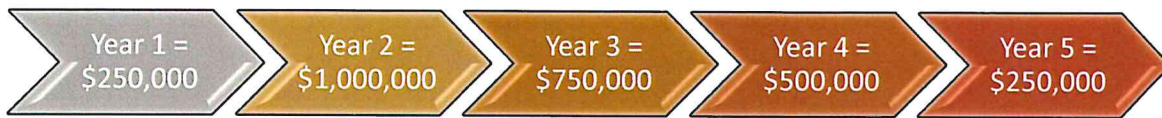
- Continued tourism asset/product development project(s);
- Contracted professional services directly related to the development project(s), Community engagement, planning, implementation, and execution;
- [State rate travel and per diem costs](#) for steering committee members to attend in-person meetings;
- Costs associated with renting a facility for steering committee meetings and workshops and events;
- Reasonable costs for light refreshments/beverages at meetings and workshops;
- Purchase of tourism-related data/primary research to support data-driven planning;
- Project-related planning documents;
- Lead agency professional services;
- Procurement-related costs; and
- Up to a maximum of 20% of Year 4 funds may be budgeted for direct grant administration.

The Community must submit a Year 4 budget to the Department prior to receiving funds, which must be approved by the Department prior to any disbursements.

Year 5: The Department may reimburse the Grantee up to \$250,000 for eligible expenses, contingent on Year 4 contract conditions being met. Funds generally may support costs directly related to:

- Continued tourism asset/product development project(s);
- Contracted professional services directly related to the development project(s), Community engagement, planning, implementation, and execution;
- [State rate travel and per diem costs](#) for steering committee members to attend monthly in-person meetings;
- Costs associated with renting a facility for steering committee meetings and workshops and events;
- Reasonable costs for light refreshments/beverages at meetings and workshops;
- Purchase of tourism-related data/primary research to support data-driven planning;
- Project-related planning documents;
- Lead agency professional services;
- Procurement-related costs; and
- Up to a maximum of 20% of Year 5 funds may be budgeted for direct grant administration.

The Community must submit a Year 5 budget to the Department prior to receiving funds, which must be approved by the Department prior to any disbursements.



V. Ineligible Use of Funds

Expenses that are not eligible to be supported with PCTGP grant funds are:

- Any uses prohibited by the contract signed by the Grantee and Department;
- Any uses prohibited by these Guidelines or other Department directives;
- Any uses prohibited by Montana or federal law;
- Ongoing or monthly operational costs;
- Purchases of transferable property or operating equipment;
- Costs related to refinancing, servicing, or interest on any existing debt;
- Any unauthorized costs incurred prior to the date identified in the award letter;
- Grantee staff costs not directly attributed to PCTGP activity;
- Office supplies;
- Promotional items;
- Subscriptions or membership costs;
- Domain registration; and
- Website hosting.

VI. Application Process

To apply for the PCTGP, interested and eligible communities must complete and submit to the Department the application that is located on Destination MT's website, <https://brand.mt.gov/Programs/Office-Of-Tourism/Tourism-Grant-Program>. Additionally, the Department will have created a Toolkit on its website, which contains various templates and other form documents that Grantees may wish to use while participating in PCTGP.

Interested parties can also e-mail TourismGrants@mt.gov or call the Tourism Grant Program at (406) 841-2796 to ask any questions they may have about PCTGP.

VII. Application Review Process and Ranking Criteria

Destination MT staff will first review each application for completeness. All PCTGP applications will be evaluated by a Destination MT committee within 45 business days following submission. During this review, staff may contact an applicant to discuss any concerns or questions, or to request additional information or documentation. Staff may require additional information from the applicant to clarify information presented in the application; however, the applicant may only submit additional information after the initial application if specifically requested by staff. Destination MT may take additional information into account based upon Destination MT's or

other agency's knowledge about a proposed project or Community in the scoring of the application.

Ranking Criteria

In addition to evaluating how well the proposed Community project meets the goals of the PCTGP and the purpose of SB 540, Destination MT staff will consider the overall quality of the application and supporting materials to evaluate Community readiness and capacity based on the following ranking criteria:

- **A Community's readiness to proceed.** For example, is there evidence that there are a diverse group of stakeholders willing and able to implement the program and use it as a catalyst for future destination development and management activities?
- **A local convener.** Is there a local convener who has the trust of local leaders within the region and has the capacity to plan and facilitate program meetings before, during, and after the workshops?
- **A fiscal agency.** Is there an agency with the fiscal and management capacity to undertake and satisfactorily complete the reporting requirements and assure proper management of grant funds?
- **The location's potential to benefit tourism.** Is there strong potential for a specific type of tourism development strategy or intervention that will unlock more benefit for the destination?
- **Community commitment.** Interested communities must be prepared to make a significant and long-term commitment to leadership and participation, establishing a Community-wide focus on tourism as a shared objective.

Additionally, applications should demonstrate how, if selected, they will accomplish:

- Tourism asset/product development;
- Local economic impact to places like lodging facilities, restaurants, and retail shops;
- Infrastructure development/investment such as road improvements, signage, and restroom facilities;
- Diversifying the Community's economic portfolio;
- Assessments of the seasonal and year-round impacts; and
- Job creation.

Interested communities can demonstrate tourism readiness by demonstrating they have:

- Participated in a professional tourism resiliency/strategic planning process;
- Participated in a professional Community-based growth/strategic planning process;
- Participated in a tourism asset survey;
- Established an affiliate status with the Montana Main Street Program;
- Established committee of 8-12 diverse Community leaders in place to guide the process, own the plan, and propel the work forward for the long term.

Additionally, eligible communities should be able to demonstrate or proactively seek funding and collaboration commitments from additional partners, including but not limited to:

- Department Of Commerce (“DOC”), Community MT;
- DOC, Housing MT;
- DOC, Business MT;
- Department of Labor and Industry (“DLI”);
- Fish Wildlife and Parks (“FWP”);
- Montana Department of Transportation (“MDT”);
- Tourism Region Destination Management Organization (“DMO”);
- Tribal partnerships;
- Other Local, State, and/or Federal partnerships; and/or
- Businesses, non-profit organizations, and/or educational institutions.

The PCTGP Committee will prepare recommendations to present to the Tourism Grant Program for a select number of applicants that may then have an assessment to review their application and proposed project/Community in more detail.

Priority will be given to applicants that are Rural and/or Under-visited, can successfully demonstrate tourism readiness, and can identify tourism asset or product development projects based on their potential to enhance the local economic impact, particularly by increasing patronage of Community assets like lodging facilities, restaurants, and retail shops. These projects should attract both tourists and business travelers. Furthermore, the development project should contribute to direct job creation and have a positive ripple effect on other industries within the Community.

VIII. Pilot Community Grant Administration

After the completion of the application review process, Destination MT will notify successful applicants, i.e., Grantees, of a PCTGP award by sending a formal award letter. The completed application, including any written modifications resulting from the review of the application and in-person assessment by Destination MT staff, will be incorporated into the grant contract between the Department and the successful candidate. The grant contract must be executed by an authorized agent of the Grantee prior to disbursement of any grant award. Destination MT staff will divide Grantees into Cohorts, with up to seven communities per Cohort. Cohorts will be determined by funding cycles and the Department will notify awarded Grantees which Cohort they belong to.

Each Cohort may work in the following phases:

- Up to 12 months of tourism program/product design, outreach, and planning;
- Ongoing workshops and events with a focus on continual Community engagement for project implementation and execution; and
- Up to 60 months for action teams to implement and execute project priorities.



Grantees may incur eligible project costs once the Department provides notice of an award. However, the Department may only reimburse those eligible project costs once Grantees meet start-up requirements and conditions, including executing a contract with the Department. To the extent these guidelines and/or grant administration procedures conflict with that contract, the contract controls.

Grantees are responsible for administering their tourism asset/product development projects in accordance with all applicable local, state, and federal laws. Destination MT staff will assist and support communities in successfully implementing their planning and project activities from startup through completion of the identified tourism asset/product development projects in compliance with these requirements.

The provisions below describe some of the more significant administrative procedures and requirements with which successful PCTGP Grantees must comply. All procedures and requirements that the award recipient must comply with will be set forth in the Grantee's contract with the Department. Forms and templates are available on the Destination MT website at <https://brand.mt.gov/Programs/Office-Of-Tourism/Tourism-Grant-Program>.

I. Start Up Conditions

Each awarded PCTGP grantee will be required to attend, or have a representative of their lead organization attend, an in-person grant administration workshop held by Destination MT in Helena, Montana. The workshop will review:

- Startup conditions prior to the contract;
- Forms and templates included in the Department's PCTGP Toolkit;
- How to submit specific forms and other documents to the Department;
- Review of the Department's template contract and approved sample budget for Grantees;
- An overview of reporting Grantees must submit to the Department on an annual basis, and at contract closeout; and

- Notification requirements to Destination MT should issues occur in relation to certain events, including:
 - Meeting or date(s) of performance,
 - Modifications over \$5,000 to the budget and/or approved costs, and
 - Performing the duties required of the PCTCP including changes in steering committee contact information.

2. PCTGP Contract

Once startup conditions are met, the fiscal agent in each Community selected for the PCTGP must enter into a contract with the Department, which generally will not exceed 60 months. The executed contract between the Grantee and the Department is the legal document that governs the administration of the grant. Failure to meet the conditions of the contract may result in contract termination. Sample contract provisions are discussed below but may be subject to change prior to execution.

3. Payment

Destination MT will disburse PCTGP funds to Grantees on a reimbursement basis for expenses outlined in the approved year-to-year budget for the Grantee and the Grantee's instructions. For grant funds to be dispersed, the grantee must submit to the Department a written request for funds form supported by the following documentation:

- Invoices and/or a cost quote for each line item; and/or
- Detailed Invoices for:
 - Contractors
 - Subcontractors
 - Consultants
 - Vendors/Suppliers
 - Administration support

4. Project Monitoring and Annual Reporting Requirements

Each PCTGP grantee will be assigned a liaison within Destination MT who will manage grant activities including but not limited to:

- Attending planning meetings, workshops, and events;
- Attending meetings with applicable stakeholders/contractors;
- Providing technical assistance to the Grantee/Community; and
- Site visits.

After a site visit, Destination MT staff liaison will provide feedback to the grantee. Destination MT will advise the grantee of any specific areas of concern and, if necessary, provide the grantee with an opportunity to take corrective action to address concerns.

Annually, the PCTGP Grantee must submit reports to the Department in the format required by the Department. The reports generally must describe the accomplishments

of the Community year to date, identify relevant milestones, and provide documentation of tangible accomplishments.

5. Final Report and Presentation

Grantees must submit reports to the Department at Project Completion. Within 30 days of the date of substantial completion, the Grantee must provide a final project report to Destination MT demonstrating how the PCTGP funds have been effectively utilized to achieve positive impacts. Template final project reports will be available on the Department's website. Grantees must also provide a presentation to Destination MT at Project Completion if requested.

6. Public's Right to Know

Applications and other documents submitted to the Department are subject to disclosure, in response to requests received under the Montana Constitution (Art. II, § 9) and/or Montana Public Records Act. If an applicant believes their application or other documents contain information that could reasonably be considered to be proprietary, privileged, private or confidential in nature, they should contact the Department prior to submitting and request to fill out an affidavit identifying what information they contend should be protected from public disclosure.

7. Compliance with Laws

Applicants must certify on the application that the proposed planning project complies with all state, federal, and local laws, ordinances, and regulations, including any necessary environmental review and procurement requirements.

8. Compliance with Contract Conditions

The Department may require Grantees to adhere to technical guiding documents and templates based on scope of project as applicable.

9. Dissemination of Information/Technology Transfer

Grantees will be contractually required to allow the Department access to any facility, site, and/or environment funded by PCTGP grants, and to provide Commerce with the ability to obtain, publish, disseminate, or distribute any and all information obtained from the project (except any data or information identified as confidential or proprietary), without restriction and without payment or compensation by the Department.

10. Return of Funds

At the Department's sole discretion, the grantee will be required to and agrees it shall return to the Department any and all funds that are determined by the Department to have been spent in violation of the terms and conditions of the grant contract.

11. Cost Savings

In the event that expenses for a PCTGP grant are less than the projected costs and grant award, the Department may, at its sole discretion, authorize additional related planning efforts for the same facility to enhance the overall project or reduce the grant award accordingly.

12. Available Funding

The Department must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support the Department's continuation of performance of this Contract in a subsequent fiscal period. See 18-4-313(4), MCA. If funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, Department shall terminate this Contract as required by law.

13. Access to Records

Grantee shall provide the Department, Legislative Auditor, or their authorized agents access to any records related to Grantee's participation in the PCTGP at no cost. The Department may terminate this Contract without incurring liability due to Grantee's refusal to allow access as required by this section. See 18-1-118, MCA. The lead organization of the PCTGP Community must maintain all records of planning and project activities funded with PCTGP grant funds, including but not limited to:

- Financial records;
- Supporting documents; and
- Other records as required by law or other authority for five (5) years after either the completion of the contract or the conclusion of any claim, litigation, or exception relating to the project taken by the State of Montana or any third party, whichever is later.

TASK ORDER AMENDMENT NUMBER ONE
TASK ORDER FOR IMMUNIZATION SERVICES
Master Contract Number HHS-PHSD-00000506
TASK ORDER NUMBER 24-07-4-31-103-0

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Broadwater County Health Department ("Contractor"), Federal ID Number 81-6001337, UEI ENMTASEFELN8, and 124 N Cedar, Townsend, MT 59644.

Effective 01/01/2024 this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK, will be amended as follows:

A. The Contractor agrees to provide the following services:

1. through 9. Remain in effect;

10) Identify additional programs and partners within local jurisdictions and develop partnerships for routine, including COVID-19, vaccine outreach, education, and planning.

Activities will include:

1. Partnering with other programs, such as WIC, to develop and disseminate targeted materials for targeted vaccine confidence and education to underserved populations.
2. Developing community outreach programs through community coalitions or organizations, patient navigators, and/or other local programs.

11) Create outreach programs and increase organizational capacity to provide opportunities for routine, including COVID-19 vaccination in socially vulnerable populations

Activities will include:

1. Regularly providing outreach to county jails and detention centers to provide vaccination services to these populations in your jurisdiction or ensuring residents have access to services through other contractors.
2. Maintain walk-in availability for routine, including COVID-19, vaccination clinics.
3. Regularly provide outreach to long term care facilities and other high risk congregate care settings or ensuring residents have access to services through other contractors.

12) Provide funding for professional development, training, and recruitment to ensure workforce that is proficient in providing services to at risk communities and areas of high social vulnerability.

13) Increase access to routine, including COVID-19, vaccines by continuing to fund, host, or organize vaccination pop-up clinics that focus on at-risk communities or areas of high social vulnerability.

B. Remains in effect

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS, will be amended as follows:

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a total of ~~\$6,870.00~~ \$41,571.00 as follows:

Quarterly payments for 25% of the total contract award, will be made upon receipt of completed progress reports indicating completion of all activities listed in SECTION 4.

B. through C. Remain in effect

- D. The funding amount of \$34,701.00 for COVID immunization will be disbursed upon full execution of this Amendment.

SECTION 6. SOURCE OF FUNDS AND FUNDING CONDITIONS, will be amended as follows:

The sources of the funding for this task order are ~~\$4,719.00~~ \$39,420.00 from 93.268 and \$2,151.00 from special state.

SECTION 7: 2 CFR 200 REQUIREMENTS, will be amended as follows:

The following information may be required pursuant to 2 CFR 200 as outlined in Attachment G.

1. ~~Sub recipient name: Broadwater County Health Department~~
2. ~~Sub recipient Unique Entity Identifier: ENMTASEFELN8~~
3. ~~FAIN number: NH231P922574~~
4. ~~Federal award date: To be provided at a later date~~
5. ~~Federal award start and end date: 07/01/2023-06/30/2024~~
6. ~~Total amount of funds obligated with this action: \$4,719.00~~
7. ~~Amount of funds obligated to sub recipient: \$4,719.00~~
8. ~~Total amount of the federal award: \$4,719.00~~
9. ~~Project description: CDC RFA IP19-1901 Immunization and Vaccines for Children COVID-19 vaccination planning and implementation~~
10. ~~Awarding agency/pass through entity/contact info: CDC/PHSD Immunization Program. Trisha Gardner, trisha.gardner@mt.gov 406-444-2675.~~
11. ~~CFDA number/name: 93.268/Immunization Cooperative Agreement~~
12. ~~Research and Development: No~~
13. ~~Indirect cost rate: NA~~

SECTION 14: SCOPE OF TASK ORDER, will be amended as follows:

This Task Order consists of 8 numbered pages and the following Attachments and Amendment One:

- Attachment A: Clinic Information Worksheet
- Attachment B: WIC Collaboration Form
- Attachment C: Quality Improvement Form
- Attachment D: Promote Partnerships and Vaccination Services Form
- Attachment E: Complementary Immunization Providers
- Attachment F: COVID-19 Amendment reporting form – Amendment One

Attachment G: CFR 200 – Amendment One

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

SECTION 15: AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order Amendment is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order Amendment, Task Order, and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order Amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Todd Harwell, PHSD Administrator

BY: _____ Date: _____
David Gerard, Deputy Director

BY: _____ Date: _____
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES PUBLIC HEALTH & SAFETY DIVISION

Approved as to Form:

BY:  _____ Date: 2/5/2024
077A611A165146C
Kim Venetz, PHSD Contracts Officer

CONTRACTOR, BROADWATER

BY: _____ Date: _____
Broadwater, County Commissioner

Attachment F- Amendment One

COVID-19 Amendment reporting form

https://PHEP.formstack.com/forms/iz_attachment_f

Attachment G Amendment One

COMPLIANCE WITH LAWS/WARRANTIES:

The following information may be required pursuant to 2 CFR 200.

1) Sub recipient name	Broadwater County Health Department	<u>Broadwater County Health Department</u>
2) Sub recipient UEI Number	ENMTASEFELN8	<u>ENMTASEFELN8</u>

3) FAIN number	NH231P922574	<u>NH231P922574</u>
4) Federal award date	To be provided at a later date <u>07/12/2023</u>	<u>03/31/2021</u>
5) Federal award budget period start & end date	07/01/2023-06/30/2024	<u>01/01/2024-06/30/2024</u>
6) Total amount of funds obligated with this action	\$4,719.00	<u>\$34,701.00</u>
7) Amount of federal funds obligated to sub recipient	\$4,719.00	<u>\$34,701.00</u>
8) Total amount of the federal award	\$4,719.00	<u>\$34,701.00</u>
9) Project description	CDC-RFA-IP19-1901 Immunization and Vaccines for Children - COVID 19 vaccination planning and implementation	<u>CDC-RFA-IP19-1901 Immunization and Vaccines for Children - COVID 19 vaccination planning and implementation</u>
10) Awarding agency/pass-through entity	CDC/PHSD Immunization Program. Trisha Gardner, trisha.gardner@mt.gov , 406-444-2675	<u>CDC/PHSD Immunization Program. Trisha Gardner, trisha.gardner@mt.gov, 406-444-2675</u>
11) Assistance Listing Number (formerly CFDA #)	93.268/Immunization Cooperative Agreements	<u>93.268/Immunization Cooperative Agreements</u>
12) Research & Development: Yes/No	No	<u>No</u>
(13) Indirect cost rate	N/A	<u>N/A</u>

LETTER OF INTENT TO APPLY FOR CONTRACT
Under Title III of the Older Americans Act
Fiscal Year July 1, 2024 through June 30, 2025

Summary Sheet

Applicant Agency: Broadwater County Public Health Dept. Project Director: Ruby Taylor, LPN
Mailing Address: 124 N. Cedar Street Street Address: 124 N. Cedar Street
City, State, Zip: Townsend, MT 59644 City, State, Zip: Townsend, MT 59644
E-Mail: rtaylor@co.broadwater.mt.us E-Mail: rtaylor@co.broadwater.mt.us

Type of Organization:

City County Private Non-Profit Other (specify): _____

Geographic area to be served: _____

List services to be provided:	Estimated # of unduplicated <i>persons</i> to be served during project period for each service type:	Estimated # of unduplicated <i>units</i> of service during project period for each listed service type:
<u>Homemaker</u>	<u>10 - 20</u>	<u>1040</u>
<u>Respite</u>	<u>1 - 2</u>	<u>100</u>
<u>Skilled Nursing</u>	<u>10</u>	<u>520</u>
_____	_____	_____

Applicant agrees that the project described in this Letter of Intent will be operational July 1, 2024 through June 30, 2025 and certifies that to the best of my knowledge and belief, the information in this application is true and correct and the attached conditions will be complied with if the contract is awarded.

Ruby Taylor, LPN
Type or print person authorized to sign
Broadwater County Public Health Director

Title
Darrel Folkvord

Type or print person authorized to sign
Broadwater County Commission Chairman

Title

Signature

Date

Signature

Date

LETTER OF INTENT TO APPLY FOR CONTRACT
Under Title III of the Older Americans Act
Fiscal Year July 1, 2024 through June 30, 2025

Project Description Sheet

(Please fill out a *Project Description Sheet* for each service provided.
Attach additional pages if necessary to complete the following questions.)

1. Service or Project name: **Homemaker**

2. Provide a description of how your program will spend the Title III funding.

Our Homemaker budget is spent entirely on salaries and supplies for our caregivers and administrative staff. During this past year, we were able to obtain a county vehicle and with that, the travel reimbursement substantially decreased however, an additional burden of vehicle maintenance and liable fuel costs has been added to our budget. Last year, due to lack of basic funding the decision was made to bring our homemaker staff "in-house" and no longer contract this position through a third party (Westaff). Since then our department needs have grown and our "in-house" employees are no longer able to dedicate the appropriate time into exceptional quality service. We work very hard to provide the best service we can, but at times feel we fall short as needs are expressed. Now more than ever we need a dedicated Homemaker employee, and because of the use of our county vehicle it would need to be a part-time county employee. We have estimated our cost for a third party contractor at \$35,000 per year based on previous wages and in all likelihood this would be much more.

Given that we are currently looking to increase our funding from your agency, keeping this employee within our department, hiring a new part-time sole homemaker is the most cost effective and appropriate solution to our current funding deficits. Having a dedicated homemaker would allow us to not only improve the quality of our current services, but potentially expand our program to reach more of those in need. Considering the cost of living substantially increased and we have not received increases in basic funding since 2014, we believe our increased funding request is well warranted.

3. Statement of how your project will coordinate services with other community programs. (Include a description of referral systems.)

We receive referrals from local physicians as well as community committees such as Social Services, family members and concerned citizens. We advertise in the local newspaper, social media and community businesses. We provide other senior services in our office such as foot care, blood pressure checks and the Senior Farmer's Market Nutrition program. Our staff does home visits for vaccinations and foot care, too. Our community is growing at a rapid pace and we have had an increase in referrals.

4. Statement of how your project will fulfill the mission of the Older Americans Act. (Include a description of criteria for selection of clients, outreach and targeting activities and how the project fulfills the objectives of the Older Americans Act.)

The most recent census data shows that 32% of our county is over the age of 60. Given this information, we are severely under servicing this population. Though this number reflects a whole and not those who are most in need of our services, estimating that even a quarter of that percent would benefit from our program, shows room for improvement. We look to serve those who live alone, have limited social interaction and decreased means of travel as well as a low to moderate income and/or are ill or disabled.

We screen all of our applicants carefully for the program and take into consideration each individual, their needs and our ability to serve them adequately. Recently we have been working hard to increase our presence in our community and educate on our available resources. Because of this we have had an increase in applicants and though we have made it work for most, we are to the point that we can no longer take on new clients due to lack of dedicated staff. Our current staff are also integral in our day to day functions as public health and need to be in our offices to serve our community in that area.

5. If extra funding was available, what would you do to increase services and how would you plan to spend the money?

Any extra funding received would be used to expand our services to the needs in our growing community. As stated previously, we are always looking for increased opportunity to serve our county. With the ARPA funds received last year, we have been able to increase services specifically in the realm of transportation. This alone has had a huge impact of the small group we are currently serving and we would love the opportunity to explore expanding that and our other services.

The Older Americans Act requirements state that aging providers are supposed to “target resources from all appropriate sources to meet the needs of older persons with the greatest economic or social need, with particular attention to low income, low income minority, those residing in rural areas, and elders who are disabled and frail. Providers are also required to ensure access to service based on certain economic, demographic and geographic factors.”

6. Please provide letters of support from other local community-based and/or institutional programs, agencies or organizations involved with older adults.
7. List wage range of all employees funded in full or in part by this contract: \$ 18.00 to \$ 25.26.
8. Is this project covered by liability insurance? yes How much? see attached
8. How many years has this project received Title III funds: 45
10. Please provide a **detailed** estimated budget for this Title III service for the fiscal year 2024-2025 as follows (list appropriate estimated resources):

PLEASE FILL IN THE FORM BELOW, YOU MAY SUBMIT ADDITIONAL SUPPORTING DOCUMENTATION IF NECESSARY.
(Your expenses should equal your resources)

Expenses:

Personnel and fringe:	<u>24,000.00</u>
Supplies:	<u>2,000.00</u>
Raw food/meals:	<u> </u>
Commodities:	<u> </u>
Communications:	<u> </u>
Utilities:	<u> </u>
Repairs/maintenance:	<u> </u>
Travel/training:	<u> </u>
Building space:	<u> </u>
Insurance:	<u> </u>
Equipment:	<u> </u>
Contracted services:	<u> </u>
Audit:	<u> </u>
Other:	<u>3,000.00 admin. cost</u>
TOTAL:	\$ <u>29,000.00</u>

Resources:

Area IV Funds:	<u>29,000.00</u>
Project income:	<u> </u>
Other Resources:	<u> </u>
Cash in Lieu:	<u> </u>
Commodities:	<u> </u>
Match:	<u> </u>
Other:	<u> </u>
Other:	<u> </u>
TOTAL:	\$ <u>29,000.00</u>

Application deadline - The electronic application and 2 copies must be received by Rocky before 4 p.m. Friday, March 29, 2024. Applications received after this deadline date will not be considered for funding.

The contractor presentations will be on Zoom again this year.

The date of the Area IV Board Meeting is May 16, 2024 at 9:00am.

LETTER OF INTENT TO APPLY FOR CONTRACT
Under Title III of the Older Americans Act
Fiscal Year July 1, 2024 through June 30, 2025

Project Description Sheet

(Please fill out a ***Project Description Sheet*** for each service provided.
Attach additional pages if necessary to complete the following questions.)

1. Service or Project name: **Skilled Nursing**
2. Provide a description of how your program will spend the Title III funding.
The funds received for our Skilled Nursing program are spent entirely on staff wages and mileage reimbursement.
3. Statement of how your project will coordinate services with other community programs. (Include a description of referral systems.)
We continue to coordinate services with our local physicians and hospital clinics, community outreach programs and family members. We have two hospital clinics in our community and the physicians and staff communicate with our staff with the needs of their clients.

4. Statement of how your project will fulfill the mission of the Older Americans Act. (Include a description of criteria for selection of clients, outreach and targeting activities and how the project fulfills the objectives of the Older Americans Act.)

Statistics show that Broadwater County has an estimated 32% of the population over 60 years of age. Many of these people remain in their homes. Once we receive a referral, we determine whether they qualify and we review each applicant's medical needs to make sure that our nurses stay within the scope of practice for the program. Our staff determines if the applicant need any of our other services, such as Homemaker and/or Respite Care.

5. If extra funding was available, what would you do to increase services and how would you plan to spend the money?

Any and all additional funding will be used to add awaiting applicants to the program. Our community is growing and aging, therefore, the need for this program increases as well. We continue to advertise and educate the public. We hope to fill the gap between hospital stays and paid Medicare Home Health Services for those folks not hospitalized but have a skilled nursing need in the home.

The Older Americans Act requirements state that aging providers are supposed to “target resources from all appropriate sources to meet the needs of older persons with the greatest economic or social need, with particular attention to low income, low income minority, those residing in rural areas, and elders who are disabled and frail. Providers are also required to ensure access to service based on certain economic, demographic and geographic factors.”

6. Please provide letters of support from other local community-based and/or institutional programs, agencies or organizations involved with older adults.
7. List wage range of all employees funded in full or in part by this contract: \$ 22.90 to \$ 35.37.
8. Is this project covered by liability insurance? yes How much? see attached.
8. How many years has this project received Title III funds: four
10. Please provide a **detailed** estimated budget for this Title III service for the fiscal year 2024-2025 as follows (list appropriate estimated resources):

PLEASE FILL IN THE FORM BELOW, YOU MAY SUBMIT ADDITIONAL SUPPORTING DOCUMENTATION IF NECESSARY.
 (Your expenses should equal your resources)

Expenses:

Resources:

Personnel and fringe:	<u>7,000.00</u>
Supplies:	<u>1,000.00</u>
Raw food/meals:	<u> </u>
Commodities:	<u> </u>
Communications:	<u> </u>
Utilities:	<u> </u>
Repairs/maintenance:	<u> </u>
Travel/training:	<u>1,000.00</u>
Building space:	<u> </u>
Insurance:	<u> </u>
Equipment:	<u> </u>
Contracted services:	<u> </u>
Audit:	<u> </u>
Other:	<u> </u>
TOTAL:	\$ <u>9,000.00</u>

Area IV Funds:	<u>9,000.00</u>
Project income:	<u> </u>
Other Resources:	<u> </u>
Cash in Lieu:	<u> </u>
Commodities:	<u> </u>
Match:	<u> </u>
Other:	<u> </u>
Other:	<u> </u>
TOTAL:	\$ <u>9,000.00</u>

Application deadline - The electronic application and 2 copies must be received by Rocky before 4 p.m. Friday, March 29, 2024. Applications received after this deadline date will not be considered for funding.

**The contractor presentations will be on Zoom again this year.
 The date of the Area IV Board Meeting is May 16, 2024 at 9:00am.**

LETTER OF INTENT TO APPLY FOR CONTRACT
Under Title III of the Older Americans Act
Fiscal Year July 1, 2024 through June 30, 2025

Project Description Sheet

(Please fill out a *Project Description Sheet* for each service provided.
Attach additional pages if necessary to complete the following questions.)

1. Service or Project name: **Respite Care**

2. Provide a description of how your program will spend the Title III funding.

The funds are spent entirely on our Respite staff wages. This program is necessary for the well being of the people in our community that care for a family member in the home. In taking time for themselves, they are better able to care for their family member. It is essential that these caregivers have a break from time to time to maintain their mental health as well as running errands.

3. Statement of how your project will coordinate services with other community programs. (Include a description of referral systems.)

We receive information on people that need Respite Care from local physicians and community members. In addition, we are notified from our numerous outreach programs such as our flu clinics, foot care clinics and family members of Homemaker clients. We have advertised in the newspaper and social media and believe there is a growing need for this service.

4. Statement of how your project will fulfill the mission of the Older Americans Act. (Include a description of criteria for selection of clients, outreach and targeting activities and how the project fulfills the objectives of the Older Americans Act.)

Respite Care is provided for the family members of persons meeting the same criteria as the Homemaker program. It is a great way to briefly relieve them of their duties so that they may have time for themselves and time to handle their own needs.

5. If extra funding was available, what would you do to increase services and how would you plan to spend the money?

Additional funding would support our current clients and provide awareness of the program within our community.

The Older Americans Act requirements state that aging providers are supposed to “target resources from all appropriate sources to meet the needs of older persons with the greatest economic or social need, with particular attention to low income, low income minority, those residing in rural areas, and elders who are disabled and frail. Providers are also required to ensure access to service based on certain economic, demographic and geographic factors.”

- 6. Please provide letters of support from other local community-based and/or institutional programs, agencies or organizations involved with older adults.
- 7. List wage range of all employees funded in full or in part by this contract: \$ 18.00 to \$ 18.00.
- 8. Is this project covered by liability insurance? yes How much? see attached
- 8. How many years has this project received Title III funds: six
- 10. Please provide a **detailed** estimated budget for this Title III service for the fiscal year 2024-2025 as follows (list appropriate estimated resources):

PLEASE FILL IN THE FORM BELOW, YOU MAY SUBMIT ADDITIONAL SUPPORTING DOCUMENTATION IF NECESSARY.
 (Your expenses should equal your resources)

Expenses:

Personnel and fringe: 1,333.00

Supplies: _____

Raw food/meals: _____

Commodities: _____

Communications: _____

Utilities: _____

Repairs/maintenance: _____

Travel/training: _____

Building space: _____

Insurance: _____

Equipment: _____

Contracted services: _____

Audit: _____

Other: _____

TOTAL: \$ 1,333.00

Resources:

Area IV Funds: 1,000.00

Project income: _____

Other Resources: _____

Cash in Lieu: _____

Commodities: _____

Match: 333.00

Other: _____

Other: _____

TOTAL: \$ 1,333.00

Application deadline - The electronic application and 2 copies must be received by Rocky before 4 p.m. Friday, March 29, 2024. Applications received after this deadline date will not be considered for funding.

The contractor presentations will be on Zoom again this year.

The date of the Area IV Board Meeting is May 16, 2024 at 9:00am.

Vault Toilet Excavation

INSTALLATION

A. Scope of Work

1. Work specified under this section includes excavation, backfill, and placement for a precast concrete vault toilet.

B. Materials

1. Bedding material to be sand or 3/8" minus crushed or screened aggregate. (Provided by Excavator)
2. Butyl Rubber Sealant between vault and toilet floor to be 1.5" x 1.5". (Provided by MCC)

C. Location and Access to the Site

1. The area must be free of overhead or underground obstructions.
2. Provide exact location by stakes or other approved method.
3. Care must be taken to not place excavated material in the area where the crane must sit.
4. Verify that bridges/culverts in route to the site are rated for HS-20 loading.
5. Deliveries may be delayed if road conditions are hazardous or unsuitable for normal trucks and trailers.
6. Trucks must be able to reach the site under their own power.

NOTE: *It is the responsibility of the customer to locate the vault toilet in an area that provides safe and reasonable access for trucks and equipment.*

D. Excavation and Elevation

1. Comply with all applicable OSHA Standards for excavation.
2. **The Aspen Single Vault toilet requires a hole that is: 8' x 16' x 4'-9"**
3. **The Aspen Double Vault toilet requires a hole that is: 15' x 16' x 4'-9" (see note)**
4. **The Aspen Double Vault toilet with Chase requires a hole that is: 18' x 16' x 4'-9" (see note)**
5. Excavate for the installation of the toilet at a depth that will allow for 2" - 4" leveling base underneath the vault toilet.
6. Finish floor elevation will be 4-6 inches above natural grade measured at the front entrance of the exterior slab unless otherwise approved by the customer. The customer may specify a finish floor elevation for buildings at some sites. The contractor will install buildings at these sites with the floor elevation within ±0.05 feet of the specified floor elevation. It is very important that the installation provides drainage away from the structure. If the vault is set too low water will infiltrate the vault and cause serious issues.

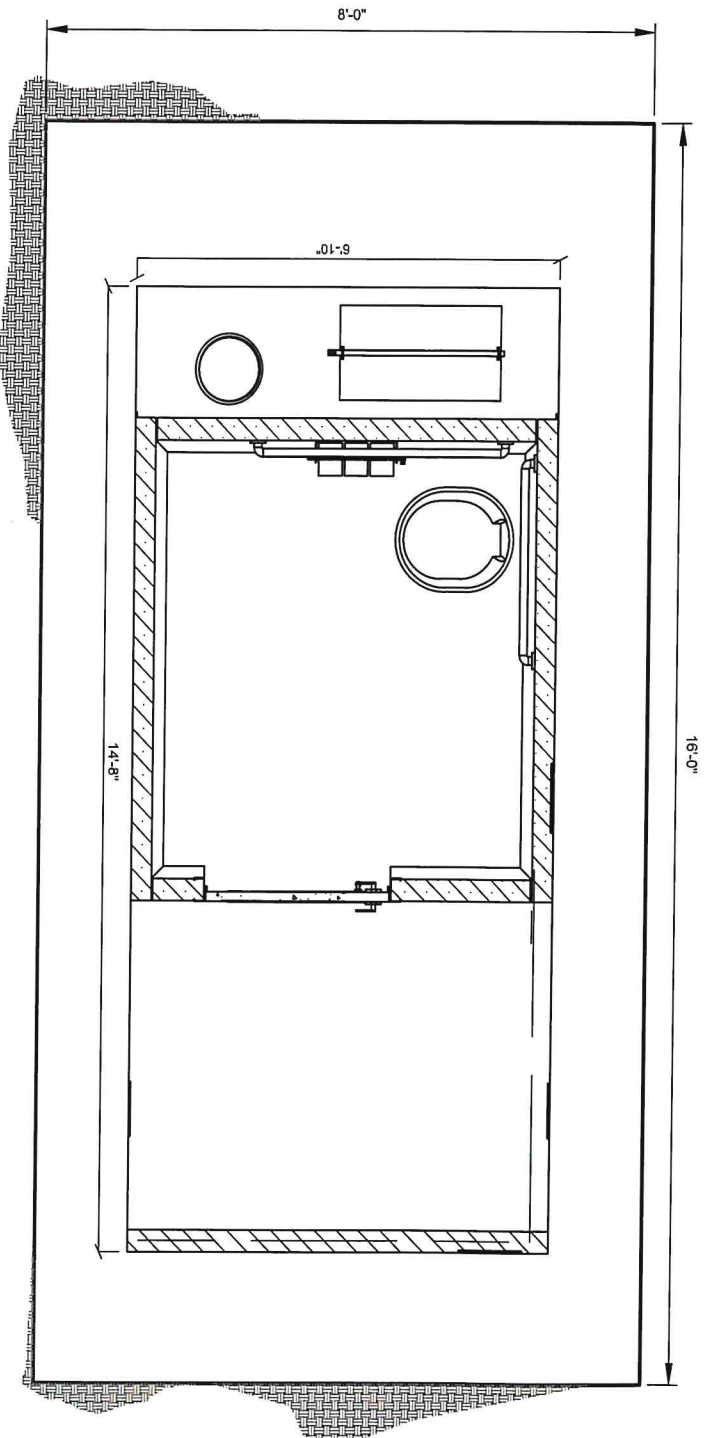
NOTE: *All double vaults units are set on (2) grade beams 12"x12"x14'-8"/17'-4". No leveling base needed. Excavate trenches for grade beams to be placed in.*

E. Bedding and Compaction

1. Compact natural ground with a minimum of three passes with a whacker-type mechanical compactor or equivalent approved by the customer.
2. Install bedding material, compact, and level base with one pass with whacker-type mechanical compactor.
3. Spread excess excavated material from the vault around structure. Intended final grade is flush with the top of the front slab. Allow for placement of topsoil to reach that grade. Grade backfill away from structure from structure at maximum slope of five 5 percent unless otherwise approved by the customer.
4. Spread stockpiled topsoil as final layer after rough grading is completed. Areas disturbed by excavation, backfilling and stockpiling of excavated materials will be hand raked to remove exposed rocks over one inch in maximum dimension. Oversized rocks removed from the surface shall be disposed of in a designated area within 200 feet of the site.

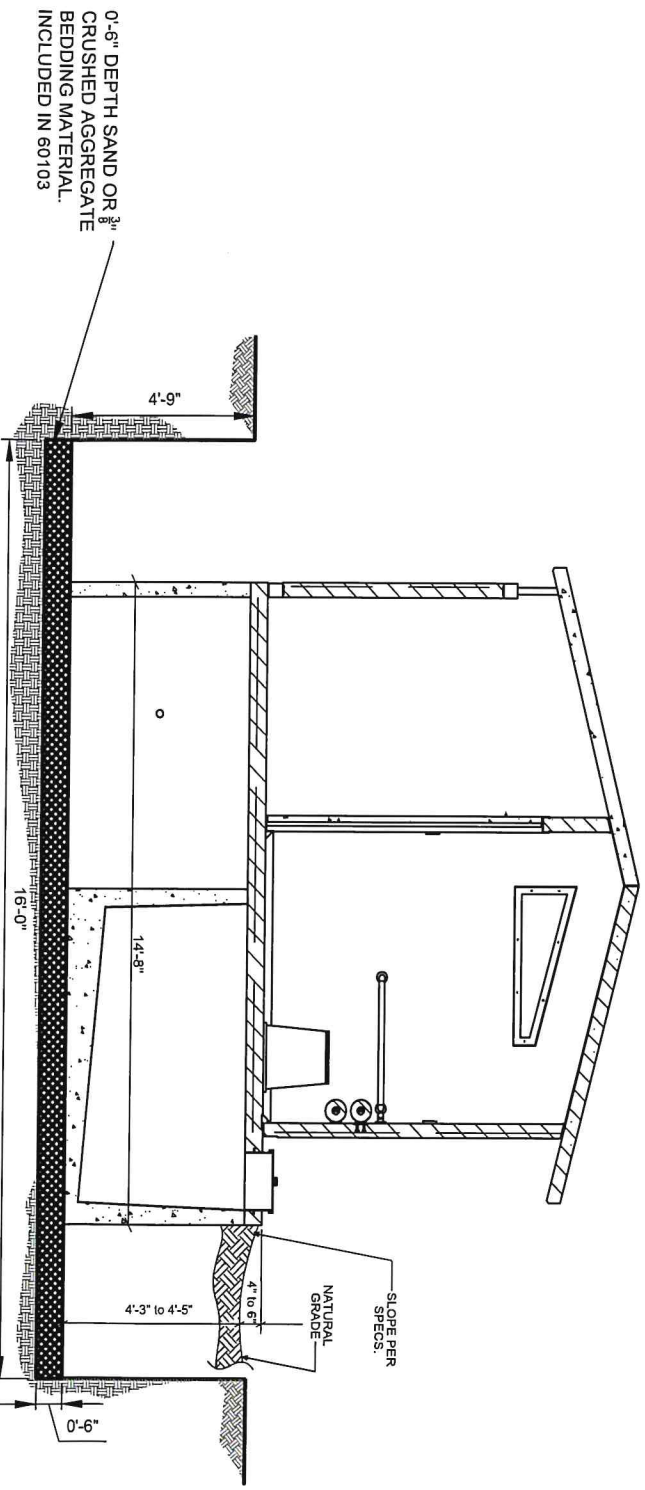
F. Finish Grading

1. Spread excess excavated material from the vault around structure. Intended final grade is flush with the top of the front slab. Allow for placement of topsoil to reach that grade. Grade backfill away from structure from structure at maximum slope of five 5 percent unless otherwise approved by the customer.
2. Spread stockpiled topsoil as final layer after rough grading is completed. Areas disturbed by excavation, backfilling, and stockpiling of excavated materials will be handed raked to remove exposed rocks over one inch in maximum dimension. Oversized rocks removed from the surface shall be disposed of in a designated area within 200 feet of the site.



TYPICAL SINGLE VAULT TOILET EXCAVATION PLAN VIEW

NOT TO SCALE



TYPICAL SINGLE VAULT TOILET EXCAVATION PROFILE

NOT TO SCALE

Broadwater School and Community Library

INTERLOCAL AGREEMENT

TOWNSEND, MT 59644

AUGUST-1993

REVISED 1999, 2005, 2009, 2015, 2024

PAGE 1

INTERLOCAL AGREEMENT BETWEEN TOWNSEND SCHOOL, K-12 DISTRICT #1, AND THE COUNTY OF BROADWATER TO COOPERATE IN THE PROVISION OF LIBRARY SERVICES TO THE RESIDENTS OF BROADWATER COUNTY.

WHEREAS, the County of Broadwater and the School District are both authorized by law to provide libraries; and

WHEREAS, Sections 7-11-101 through 108, MCA authorize local governments to enter into interlocal agreements to jointly provide services that each are authorized to provide; and

WHEREAS, the purpose of this Agreement is to provide a basis for cooperation between the School District and County which will result in equitable library service to all residents of the County; and

WHEREAS, the County and the School District are desirous of entering into an agreement whereby library services can be provided from a central facility located within Townsend and operated through the joint efforts and authority of both parties;

NOW THEREFORE, in consideration of the execution of this Agreement and the mutual covenants hereinafter expressed, the parties join in establishing and maintaining a joint school-public library mutually agreed to as follows:

I. AGREEMENT

As hereinafter provided, the County Commissioners of Broadwater County (Commissioners) and the Townsend School Board, representing the School District and Superintendent of Townsend Schools, (School Board) agree to support the functions of the joint school-public library within Broadwater County and agree to provide the services of the school-public library to all residents of Broadwater County.

II. NAME

The joint school-public library shall be known as the Broadwater School and Community Library (Library).

III. BOARD OF TRUSTEES

A. Board Composition.

The Broadwater School and Community Library Board of Trustees (BSCL Board) shall be composed of five (5) voting members appointed as follows according to MCA § 22-1-308(4).

1. Two (2) members shall be appointed by the School Board.
2. Three (3) members shall be appointed by the Commissioners.
3. The Superintendent of Townsend Schools shall serve as a non-voting member of the BSCL Board.
4. One member of the Commissioners shall serve as an "ex-officio" member to the BSCL Board.

B. Terms.

1. MCA § 22-1-308 states Trustees shall hold their office for five (5) years from the date of appointment and until their successors are appointed. Initially, appointments must be made for 1-, 2-, 3-, 4-, and 5-year terms. Annually thereafter, there must be appointed before July 1 of each year, in the same manner as the original appointments for a five (5) year term, a trustee to take the place of the retiring trustee. Trustees may not serve more than two (2) full terms in succession.
2. All vacancies, whether by resignation, expiration of term, or otherwise, shall be filled by appointment by the school district or Commissioners, depending on which agency appointed the trustee whose position becomes vacant.
3. If there is a vacancy in the two (2) members appointed by the Townsend School Board, the BSCL Board will notify the Townsend School Board of the vacancy. They will allow the Townsend School Board 6 (six) months, or until July 1 to fill those vacancies before filling the vacancy on their own.
4. If there is a vacancy in the three (3) members appointed by the Broadwater Board of County Commissioners, the BSCL Board will notify the County Commissioners of the vacancy. They will allow the County Commissioners 6 (six) months, or until July 1 to fill those vacancies before filling the vacancy on their own.

C. Powers, Duties, and Responsibilities of the BSCL Board.

1. The BSCL Board shall adopt bylaws and rules consistent with State law for its own transaction of business and for the governance of the Library, including the days, time, and number of regular meetings of the BSCL Board. The BSCL Board shall select a chairperson, vice-chairperson, and secretary to serve one-year terms which may be consecutive and unlimited in number.
2. The BSCL Board shall be responsible for developing policy regarding the general operations and care of the Library. Such policies shall incorporate standard protections such as the "Library Bill of Rights" and the "Freedom to Read Statement" among others to ensure maximum opportunity to provide the full range of quality library services to all the students and citizens of Broadwater County. The BSCL Board shall further be responsible for reviewing and updating the disaster and other plans every four to five years.
3. The BSCL Board shall have the power to contract, receive or deliver library services and to pursue and accept gifts, grants, donations, devices and bequests not subject to reversion at the end of the fiscal year.

4. The BSCL Board shall be directly responsible for the selection of the public librarians.

5. The BSCL Board shall be the primary governing body for the resolution of complaints or grievances arising from the operation of the school-public library. However, should it become necessary, the complaint or grievance can be taken to the School Board or the County Commissioners

IV. COUNTY COMMISSIONERS OF BROADWATER COUNTY DUTIES

The Commissioners shall:

A. Provide the approved level of funding for the general operation of the Library as well as for a materials and technology budget to meet the non-school needs of the population;

B. Levy the maximum number of mills allowed by law, unless otherwise limited by other statutes, for support of the Library. Funds raised by those mills will be transferred to the School District's general fund to be expended by the School District for the operation of the Library;

C. The County will maintain the library depreciation reserve fund established in accordance with MCA § 22-1-716, MCA § 22-1-305 for the acquisition and replacement of property, equipment and improvements necessary to maintain and improve library services;

D. The BSCL Board may request PILT funding annually from the Commissioners and the Commissioners will consider the request and may grant funding at their discretion; and

E. The County will make equal monthly payments to the School District for the amount budgeted by the BSCL Board.

V. THE SCHOOL BOARD DUTIES

The School Board shall continue to be responsible for the selection of the school librarians and library aides.

VI. THE SCHOOL DISTRICT DUTIES

The School District shall:

A. Provide all utilities, janitorial, and maintenance care year-round;

B. Provide funds for general operation of the library as well as a materials and technology budget for meeting the needs of the school population;

C. Manage the personnel, financial, purchasing, insurance-related, and day-to-day operations of the Library consistent with this Agreement;

D. Provide all accounting and payroll services;

E. Provide necessary property, liability, and workmen's compensation coverage; and

F. Notify the BSCL Board and School Board of revisions to policies affecting the Library, which will be jointly reviewed and approved by the BSCL Board and the School Board during an annual or bi-annual meeting.

VII. JOINT DUTIES

A. Chief Librarian. The BSCL Board and the School Board shall jointly select a Chief Librarian from one of the full-time school librarians.

1. The Chief Librarian will be expected to attend all BSCL Board and School Board meetings that have library agenda items and to provide such reports that the BSCL Board and School Board may so request.
2. Public and School Librarians are encouraged to attend all BSCL Board and School Board meetings, and their attendance may be mandatory for certain issues at the direction of the Boards, Superintendent, or Chief Librarian. Mandatory attendance for public librarians will be considered paid time for the hours of the meeting.
3. The BSCL Board and Superintendent will provide ongoing feedback on performance, and will provide an annual performance evaluation in conjunction with the school administration.
4. The Chief Librarian will provide library related work plans, work directions, performance evaluations, and feedback for all public librarians and public aides that are consistent with the overall work of the Library.
5. Each year, the Chief Librarian and the Superintendent, with input and assistance from the school district clerk, shall prepare an annual budget detailing county and school district funding levels. The BSCL Board and School Board shall hear the presentation on the Library budget. The BSCL Board and School Board will review the budget; and make any necessary modifications. The proposed budget shall then to be submitted for approval at the regularly scheduled spring/early summer BSCL Board and School Board Meetings for approval. The approved budget will then be sent to the County Commissioners.

B. Library Operations. The BSCL Board and School Board shall jointly adopt policies to govern Library operations. This will be done with particular attention to key policies affecting materials selection and weeding criteria, challenges to collection and censorship.

1. All policies relating to the Library will be compiled in written form; approved by the School Board and BSCL Board; and reviewed every three (3) years by all the governing bodies.
2. Policy updates or revisions relating to the BSCL Board will be presented to the School Board in the monthly meeting of the Townsend School Board.

VIII. LIBRARY ACCESS AND HOURS

A. Library patrons of all ages shall be granted unlimited access to the facility for a number of hours per week equal to, or greater than, the present thirty-one (31) hours being provided at the county library. The public will be allowed access to the Library at the following times:

- Monday: 4 p.m. to 7 p.m.

- Tuesday: 4 p.m. to 7 p.m.
- Wednesday: 4 p.m. to 7 p.m.
- Thursday: 4 p.m. to 7 p.m.
- Friday: 9 a.m. to 4 p.m.
- Saturday: 9 a.m. to 4 p.m.
- Sunday: 12 p.m. to 5 p.m.

Every effort will be made to provide additional hours of public access as soon as it is feasible. Hours may be added in the summer time at the discretion of the BSCL Board and the Chief Librarian.

B. To the greatest extent possible, all services and materials will be equally available to all Library users.

IX. EFFECTIVE DATE, DURATION, AND TERMINATION

A. The adoption of this Agreement by all parties, the County Commissioners of Broadwater County and the Townsend School Board/School District/Superintendent of Townsend Schools, is contingent upon its review and approval by the attorney for the County of Broadwater.

B. Within ten (10) days of adoption by all parties, and prior to implementing it, the Agreement shall be filed with the Broadwater County Clerk and Recorder and Secretary of the State.

C. The Agreement shall be in full force and effect within thirty (30) days of the approval by all parties and shall remain in effect until termination by either party pursuant to the termination provisions set forth below.

D. Either party may terminate this Agreement with six (6) months written notice to the other party. The termination shall become effective at the beginning of the next fiscal year. Such termination does not absolve the parties from satisfying any federal equity requirements assigned to this joint library project. According to MCA § 7-11-105 both parties agree to the following as the basis for termination should such become necessary:

1. Upon termination, the Library building and anything attached or built into the Library will become the sole property of the Townsend School District. Interest in real and personal property, including permanent improvements, shall be divided by mutually agreeable means, and a settlement shall be reached which is agreeable to both parties. Such a settlement shall account for issues such as federal equity in the building.

2. Regarding the furnishings and stockings of the Library, including but not limited to the books, furnishings, and technology, the contribution of each board is equal to the percentage each contributed to the purchase, including all sources of funding.

3. An ongoing accounting through budgets and requisitions will determine further divisions of assets.

E. This Agreement shall be renewed every five (5) years by all parties involved.

X. APPROVAL AND ADOPTION OF AGREEMENT

This Agreement was approved and adopted by all parties on the _____ day of _____, 2024, effective upon adoption.

The Townsend School Board:



Jason Noyes, Chairperson

2/13/24

Date



Chase Ragen, Vice-Chairperson

13 Feb 24

Date



Daniel Truesdell, Member

2-13-24

Date



Jason Kool, Member

2-13-24

Date



Vanessa Flynn, Member

2/13/24

Date

The County Commissioners of Broadwater County:

Darrel Folkvord, Chair

Date

Debi Randolph, Vice-Chair

Date

Lindsey Richtmyer, Member

Date

Attest:

Angie Paulsen
Broadwater County Clerk and Recorder

Date

February 21, 2024

From: Townsend Airport Board
Subject: 2024 Airport Annual Lease Rate
To: Broadwater County Commissioners

Dear Commissioners:

The Airport Board has reviewed the West Region Urban CPI rate and recommends a 4.3% increase in our hangar lease rates. This is in keeping with our airport lease agreement and the 2024 CPI increase.

We recommend that all hangar leases and rentals in calendar year 2024 be assessed at \$0.12 per square foot at our 8U9 Canyon Ferry Airport.

Sincerely,



Adam MacDonald, Chairman

Approve/Disapprove
County of Broadwater

Title

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

Resolution 2024 - _____

RESOLUTION TO WAIVE THE SIX (6) MONTH NOTICE REQUIREMENT UNDER THE
INTERLOCAL AGREEMENT FOR TOWNSEND CITY-COUNTY AIRPORT

WHEREAS, the City of Townsend (City), the Townsend City-County Airport Board, and Broadwater County (County) have operated under the Interlocal Agreement for the Townsend City-County Airport (Agreement) to “coordinate under one agency the operations of the City-County Airport by the City-County Airport Board” since June 2008. See attached *Interlocal Agmt. for Townsend City-County Airport* (Jun. 23, 2008).;

WHEREAS, the Agreement states “the City may terminate this Agreement upon lawful resolution of the City Council and by giving the County six (6) months written notice sent by certified mail or personally delivered.” *Id.*;

WHEREAS, on January 6, 2024, the County received a letter from the City providing “six (6) months’ notice that the City of Townsend intends to terminate the Interlocal Agreement for Townsend City-County Airport.” See attached *Letter from P. Simon to Broadwater Co. Atty.’s Office* (Jan. 6, 2024).;

WHEREAS, the letter from the City stated that “at a regularly scheduled meeting of the Townsend City Council on December 5, 2023, the Council voted to proceed with unwinding the agreement and transferring the City’s ownership interest in the airport strip property to Broadwater County” and “the City is ready to convey the airstrip property to the County and will pass a resolution for the same if the County is agreeable to pass a resolution to waive the six (6) month notice requirement under the Agreement.” *Id.*; and

WHEREAS, the County desires to pass this resolution to waive the six (6) month notice requirement under the Agreement and believes it this action is in the best interest of all parties.

BE IT HEREBY RESOLVED THAT, in order to facilitate the continued operation of the Townsend City-County Airport along with the Townsend City-County Airport Board, the Broadwater Board of County Commissioners hereby waives the six (6) month notice of termination from the City and recognizes the written notice provided by the City on January 6, 2024 as sufficient for further action on the matter.

Dated this ____ day of _____, 2024.

BROADWATER COUNTY COMMISSIONERS

DARREL FOLKVORD, CHAIR

ATTEST:

DEBI RANDOLPH, MEMBER

ANGIE PAULSEN, CLERK AND RECORDER

LINDSEY RICHTMYER, MEMBER

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

Resolution 2024 - _____

RESOLUTION FOR BROADWATER COUNTY'S ACCEPTANCE OF THE TRANSFER OF CITY
OF TOWNSEND'S OWNERSHIP INTEREST IN THE TOWNSEND CITY-COUNTY AIRPORT
STRIP PROPERTY

WHEREAS, the City of Townsend (City), the Townsend City-County Airport Board, and Broadwater County (County) have operated under the Interlocal Agreement for the Townsend City-County Airport (Agreement) to "coordinate under one agency the operations of the City-County Airport by the City-County Airport Board" since June 2008. See attached *Interlocal Agmt. for Townsend City-County Airport* (Jun. 23, 2008).;

WHEREAS, on January 6, 2024, the County received a letter from the City providing "six (6) months' notice that the City of Townsend intends to terminate the Interlocal Agreement for Townsend City-County Airport." See attached *Letter from P. Simon to Broadwater Co. Atty.'s Office* (Jan. 6, 2024).;

WHEREAS, the County passed a resolution to waive the six (6) month notice requirement for the termination of the Agreement;

WHEREAS, the City wishes to transfer the City's ownership interest in the airport strip property to Broadwater County and "the City is ready to convey the airstrip property to the County and will pass a resolution for the same." *Id.*;

WHEREAS, "a city or town, upon first passing a resolution of intent to do so and upon giving notice of the intent by publication as provided in 7-1-4127, may sell or trade to any county or political subdivision, as the interests of its inhabitants require, any property, however held or acquired, that is not necessary for the conduct of the city or town business," pursuant to § 7-8-101(2), Montana Code Annotated (MCA); and

WHEREAS, "a county may trade with or purchase from any city, town, or political subdivision any property without an appraisal of the property traded or purchased." § 7-8-101(3), MCA.

BE IT HEREBY RESOLVED THAT, in order to facilitate the continued operation of the Townsend City-County Airport along with the Townsend City-County Airport Board, the Broadwater Board of County Commissioners hereby accepts the transfer of the City's ownership interest in the airport strip property to Broadwater County by Quit Claim Deed.

BE IT HEREBY FURTHER RESOLVED THAT, going forward, the Townsend City-County Airport will be known as the Broadwater County Airport.

BE IT HEREBY FURTHER RESOLVED THAT, going forward, the Townsend City-County Airport Board will be known as the Broadwater County Airport Board.

Dated this ____ day of _____, 2024.

BROADWATER COUNTY COMMISSIONERS

DARREL FOLKVORD, CHAIR

ATTEST:

DEBI RANDOLPH, MEMBER

ANGIE PAULSEN, CLERK AND RECORDER

LINDSEY RICHTMYER, MEMBER



February 29, 2024

Broadwater County
515 Broadway Street
Townsend, MT 59644-2397
Attn: Broadwater County Commission

**Re: Task Order No. 10 – South End GWIP Application
Broadwater County On-Call Engineering Services
Great West Engineering Project No. 1-20244**

Dear Commissioners:

This letter constitutes *Task Order No. 10* to our *Agreement for Professional Services* dated November 4, 2020, for the above-referenced Project. Great West's scope of services, schedule of fees, and schedule for completion of these services ("Services") are as follows:

Great West Engineering's scope of services under this task order is to assist Broadwater County in submitting a Groundwater Investigation Program (GWIP) project application to fund a groundwater study at the county's south end. The Montana Bureau of Mines and Geology administers GWIP projects. The scope and services will include the following:

- **Coordinate with Broadwater County through phone or virtual calls to discuss the project and GWIP application. The intent of the coordination is to gather information for the GWIP application and discuss the scope of improvements.**
- **Great West will develop narratives for the GWIP application. Narratives are anticipated for the project purpose, location, overview, and magnitude of the problem, uses of project results, technical urgency, complementary investigations, and public support.**
- **Prepare a GIS map to show the project location and approximate study area boundary. County to provide preliminary boundary data.**

As compensation for these Services, Client shall pay Great West a lump sum amount of \$5,500 as determined by the *Consultant Agreement*. This amount cannot be exceeded without the Client's prior written approval.

Please have an authorized representative sign both originals of this letter and return one executed original to Great West at the following address:

Great West Engineering, Inc.
2501 Belt View Drive
Helena, MT 59601

Acknowledgment. This *Task Order No. 10* is agreed to by the parties and is effective as of the date of this letter.

GREAT WEST ENGINEERING, INC.

BROADWATER COUNTY


Karl Yakawich, PE

Authorized Name, Title

Business Unit Manager

Date

OPERATION AGREEMENT FOR THE BROADWATER COUNTY BOAT DOCKS at CANYON FERRY RESERVOIR

THIS AGREEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE BROADWATER COUNTY BOAT DOCKS by and between BROADWATER COUNTY (County), a political subdivision of the State of Montana, principal offices at 515 Broadway, Townsend, MT 59644, and CANYON ENTERPRISES, INC. (Manager), is made this ____ day of _____, 2024.

RECITALS

WHEREAS, the real property shown as shown on Exhibit A, attached hereto and incorporated herein, is identified as Broadwater County Boat Docks at Broadwater Bay, Canyon Ferry Reservoir;

WHEREAS, the County desires to enter into this Operation Agreement with Manager the Broadwater County Boat Docks at Broadwater Bay for public recreation and resource uses;

NOW, THEREFORE, in consideration of the promises and mutual commitments set forth below the County and Manager agree as follows:

1. **Definitions.** When used in this Agreement, the following terms shall have the following meanings:
 - 1.1 **Agreement** shall mean and include the introductory paragraph, the Recitals and all Articles of this Agreement, and all exhibits and attachments to or incorporated by reference into this Agreement
 - 1.2 **County** shall mean Broadwater County.
 - 1.3 **Manager** shall mean Canyon Enterprise, Inc.
 - 1.4 **Parties** shall mean the County and Manager, collectively.
 - 1.5 **BW Co Docks** shall mean the Broadwater County Boat Docks at Broadwater Bay, Canyon Ferry Reservoir as depicted in **Exhibit "A"** (attached).
2. **Term.** This Agreement shall commence and be effective on the date of execution until Nov 1, 2024. This Agreement may be extended by mutual written agreement of the County and Manager.
3. **Manager's Obligations.** Manager shall be responsible for the operation and maintenance of the **BW Co Docks** and shall comply with their duty to perform the following obligations:
 - 3.1 **Operations.** Full-service operations shall be maintained from May 1st through October 31st, of each year of this Agreement. Manager shall provide onsite staff to clean and maintain facilities and direct the public use of the BW Co Docks to generally accepted standards for

docks and marinas.

(a) the Manager shall be responsible to direct users, collect fees, provide communication to answer questions, and to operate and maintain the BW Co Docks;

(b) the Manager, its employees or agents shall not be considered an employee of the County;

3.2 Manager shall operate in, and maintain at all times, compliance with the terms and conditions of all applicable Local, State, and Federal statutes, laws, and regulations, and in the event of a conflict or inconsistency within or between such statutes and regulations, the more stringent requirements shall govern and be applied;

3.3 Manager shall facilitate reservations as discussed in Section 4.1, below, and collect and distribute fees as set forth below;

3.4 Manager shall keep and maintain logs, books, and records of the BW Co Docks related to usage, fees, and maintenance activities, and upon request make such available to the County;

3.5 Manager shall maintain for its employees and require all its subcontractors or agents to have in place workers compensation insurance.

3.6 Manager shall be responsible for liability arising out of, or connected with its activities, operations and use of the BW Co Docks. Manager shall also procure and maintain during the entire term of this Agreement:

(a) public liability insurance, including automobile coverage, to cover its activities under this Agreement. The limits of such insurance shall be at a minimum of two million dollars (\$2,000,000.00). Manager shall have the County named as an additional insured on such policy, and the insurer shall have no right of subrogation against the County;

(b) shall provide copies of such insurance to the County at the time this Agreement is executed, as well as by January 31st of each year of this Agreement.

3.7 Waste Removal, Recycling, and Restrooms. Manager shall provide, at its expense, litter control and trash removal at the BW Co Docks, and maintain the BW Co Docks in a safe and aesthetically acceptable condition for public recreation use. Manager shall properly haul and dispose of all waste, discarded or abandoned items, and debris generated by the operation and maintenance activities. Such waste, debris, etc., shall be disposed of or recycled in a properly permitted disposal or recycling facility outside of the SRA boundaries.

(a) Manager shall provide and arrange, at its expense, to have

sufficient trash or garbage containers placed at the BW Co Docks, to be emptied and cleaned regularly to minimize odors and waste buildup.

(b) As needed, County agrees to allow solid waste from BW Co Docks to be disposed at the County Transfer Station at a per ton rate agreed upon by the Manager and County.

3.8 Maintenance. Manager shall:

(a) maintain the walkways leading to the BW Co Docks by mowing and trimming along it on a regular basis to maintain the appearance of the recreational area and to reduce fire hazard.

(b) maintain all structures and facilities within the BW Co Docks in reasonably good repair;

(c) install and maintain appropriate signage necessary for the orderly operation of the BW Co Docks;

(d) Manager shall protect against the introduction and spread of noxious weeds and other pests, including domestic or feral animals detrimental to natural resources, agriculture or public health and safety; control noxious weeds and pests as necessary. Manager shall control weeds, including spraying, in compliance with County and Bureau of Reclamation requirements.

3.10 Responsibility for Repairs.

(a) For repairs to dock facilities at the BW Co Docks, the Manager shall be responsible for all repairs.

(b) If the damage is caused by a third party, Manager shall be responsible for pursuing payment from such third party or an insurer.

3.11 Floating Docks. Manager shall ensure the Floating Docks are utilized in a manner consistent with the County's expectations that the Floating Docks are properly maintained, meet all safety and building codes, are adjusted for fluctuating water levels, and are secure; and in compliance with any requirements in this Agreement. Manager shall maintain the docks in good working condition and shall ensure a minimum of one boat slip is available for use by the County or its designees.

3.12 Accidents/Emergencies. Manager shall report to the County, verbally and in a written report, all accidents involving death, serious injury or property damage, hazardous material spills, or other serious incidents within the BW Co Docks, and cooperate in the investigation by the County or third parties of such incident. Manager shall further cooperate with the County in reporting any such incident to other appropriate Federal, State, or Local agencies as may be required by

federal, state, or local law, rule, or regulation.

3.13 Except as specifically agreed to by the County, Manager shall manage and operate the BW Co Docks consistent with all the terms and commitments made in its Operation & Maintenance, attached as Exhibit D, and hereby incorporated as a material part of this Agreement.

4. **Fees/Reservations.** Manager shall collect fees according to the Schedule of Fees, attached as Exhibit B, from each user or group users of the BW Co Docks. Such fees shall be collected during the operating season of May 1 to October 31 regardless of whether there is an onsite host. All fee increases must be approved by the County; fee structure must be submitted annually in the Operating and Maintenance Plan.

4.1 Manager shall implement a reservation and fee collection system for those areas that the County determines can be reserved for use. An application, reservation, permitting, and fee collection system shall be developed and maintained by the Manager. If available the Manager may meet this requirement by utilizing the federal government's Recreation.gov reservation system, or a comparable system from another private, state or federal agency. Manager shall provide to County copies of all fee and fee agreements upon request.

4.2 Manager shall develop and implement a fee collection system that records at a minimum the number of users, and total fees collected. A report of such shall be submitted to the County on a monthly basis. The fee collection system shall ensure that usage and fee collection is documentable and auditable. Manager shall, unless County determines it is impracticable, implement an optional electronic fee collection system, including the ability to receive onsite fee payments through credit or debit cards.

5. **Consideration.** A 1% fee on gross income from BW Co Docks fees and sales shall be paid by Manager to County by Jan 1, 2025. Manager shall submit to the County annual reports by January 25, 2025, to include the usage of Boat Slips, Revenue Reports, Expenditure Reports, and a Dock Repair Report. Unless expressly stated in this Agreement, Manager shall provide all utilities, services, labor and materials for maintenance, repair and reconditioning of facilities at its own cost and expense.

6. **Law Enforcement/Water Testing.** The Parties understand the Bureau of Reclamation provides or contracts for law enforcement services for the south end of Canyon Ferry Lake, including the BW Co Docks. Manager shall perform all required water testing.

7. **Equal Opportunity/Non-Discrimination.** Manager agrees that it will comply with the Equal Opportunity Requirements of the County and Bureau of Reclamation. The Manager and its employees or agents will not discriminate

because of race, color, age, religion, sex, or national origin against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the public. Manager or its employees or agents shall not publicize accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, color, age, religion, sex, or national origin.

8. **Force Majeure.** If any party is prevented in whole or in part from performing its obligations under this Agreement by unforeseeable causes beyond its reasonable control and without its fault or negligence ("Affected Party"), then the Affected Party shall be excused from whatever performance is affected by such force majeure condition, but only to the extent the performance is actually affected and provided that the Affected Party provides written notice to the other parties of the force majeure condition(s) within five (5) calendar days from the onset of such force majeure condition. Failure of the Affected Party to provide timely notice shall constitute a waiver of the force majeure condition and claim by the Affected Party.
9. **Default/Breach.** The Manager shall be deemed to be in default and breach of this Agreement if:
 - 9.1 Manager fails to make any required payments to the County or the County Trust as provided in this Agreement;
 - 9.2 Manager fails to comply with any obligation, duty, or covenant contained in or incorporated into this Agreement.
 - 9.3 If any default or breach of this Agreement related to payment to the County continues unremedied for a period of 30 days after written notice by the County, or for a period of 10 days for other defaults or breaches, then County may terminate this Agreement.
 - 9.4 If either party commits a material breach of its obligations listed in Sections 3-4, the other party may terminate this contract by giving the breaching party at least ninety (90) days advance, written notice. During such time, the breaching party is not excused of their duty to perform. Such notice will not result in termination if the breaching party cures that breach before the ninety (90) day period elapses. Termination shall be in addition to any other remedies that may be available to the non-breaching party.
10. **Termination for Convenience.** Either party to this contract shall have absolute right at any time to terminate this contract by giving at least ninety (90) days advance, written notice.
11. **Notices.** Any notice, demand, or request authorized or required by this agreement shall be deemed to have been given, when mailed, postage prepaid, faxed or delivered to:

- 11.1 County: Board of County Commissioners
Broadwater County Courthouse
515 Broadway
Townsend, Montana 59644
with copies to: Broadwater County Attorney
- 11.2 Manager: Canyon Enterprise, Inc.
1380 Wolverine Lane
Bozeman, MT 59718

The designation of the addressee or the address may be changed by giving notice in the same manner as provided in this article for notices.

12. **Headings.** The section headings in this Agreement are for convenience or reference only and shall not be used to modify, amend, interpret, or construe any provision of this Agreement.
13. **Governing Law/Venue.** This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Montana. Venue for any action shall be in the First Judicial District Court, Broadwater County, Montana.
14. **Assignment Limited.** The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any right or interest therein, shall be valid until approved in writing by each of the Parties.
15. **Amendment.** This Agreement may be amended, modified, supplemented, or superseded only by mutual agreement of the Parties hereto exhibited by a written instrument duly signed by the Parties.
16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one and the same instrument.
17. **Execution Copies.** The Parties may execute duplicate original documents, one of each original shall be provided to each Party hereto.
18. **Indemnification.**
- 18.1 Manager agrees to assume liability for all liabilities, obligations, losses, damages, or judgments (including without limitation penalties and fines), claims, actions, suits, costs, and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Manager, its employees, agents or contractors under this Agreement.

18.2 Manager hereby agrees to save, hold harmless, protect, defend and indemnify the County and the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs, and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Manager, its employees, agents, or contractors under this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

19. **Termination.** This Agreement shall terminate on Nov 1, 2024. Pursuant to Section 9.4, the County may immediately terminate this Agreement by providing Manager with such notice in writing if in the opinion of the County such termination is necessary for an unremedied default or breach of this Agreement or to prevent or respond to an emergency situation related to the services being provided by the Manager.

Upon termination of this Agreement, all rights of the Manager contained in this Agreement shall cease, and County shall be entitled to the possession of the premises, and may use such force as may be reasonably required to recover the premises. The provisions of this section shall not be deemed exclusive and the County reserves any and all rights, including to pursue any legal or equitable remedies available under State or Federal law, including those for specific performance and damages.

20. **Attorneys' Fees.** In the event any dispute arising from this Agreement results in litigation, each party shall bear its own attorneys' fees and costs, regardless of outcome.

21. **Payments.** Unless other arrangements are made any payments made by the Manager to the County will be submitted to the address contained in Section 11.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date written above.

Broadwater County

Canyon Enterprise, Inc.

Darrel Folkvord
Board of County Commissioners, Chair

Printed Name: _____
Title: _____

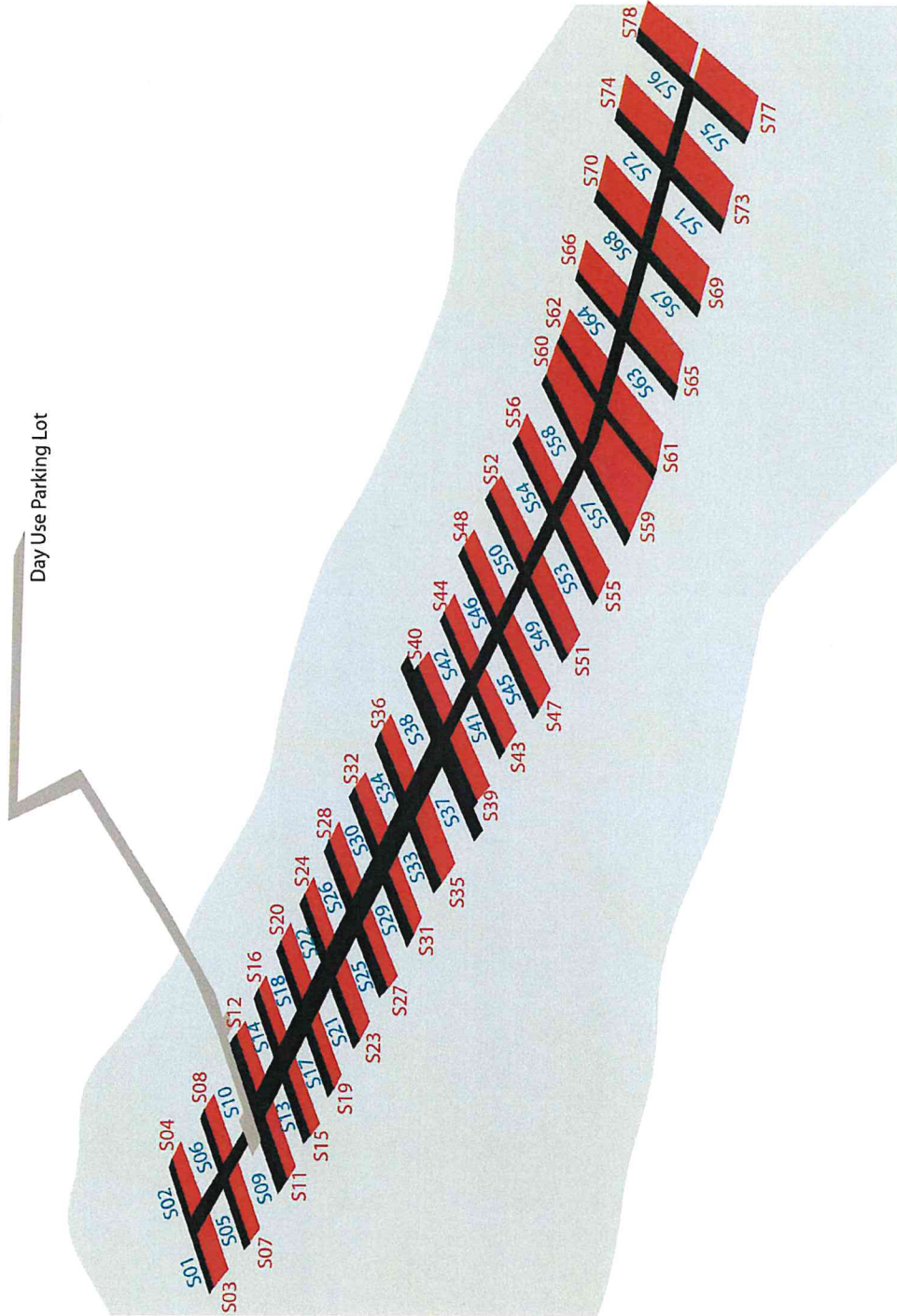
ATTEST:

Angie Paulsen, County Clerk and Recorder

EXHIBIT A
(BW Co Docks Legal Description/Map)

Legal Description: Real Property Shown on in SW ¼, Sec 26, and NW ¼, T. 8N., R 1E. MPM

The Silos - Boat Slips



**Exhibit B
Schedule of Fees**

Boat slip Rental

Daily- \$15.00 per day for 20' slip, \$20.00 day for 25' slip
Monthly- 10% discount for 30-89 days
Season- 20% discount for 90 days & over

Amenity Fees for Electricity:

Those utilizing electricity at BW Co Docks shall pay an additional amenity fee per day
Amenity Fee: \$4.00 Electricity

Exhibit C
Regulations for the Broadwater County Docks

The following activities in the recreation area are prohibited. Failure to comply with these rules may result in you being asked to leave.

1. Discharge of firearms, explosives, or fireworks. Includes: air guns, bow & arrows, and spud guns. Excludes: bow fishing within reservoir water line.
2. Willful injury to, defacement or destruction of structures, signs, equipment or other property.
3. Willful injury to, destruction or removal of trees, shrubs, flowers, vegetation, soils, gravel, cultural artifacts, or rocks.
4. Use of loud, profane or abusive language or playing loud music.
5. Operation or parking of any boat in areas not specifically reserved to that individual.
6. Discharge of waste waters from toilets, baths, showers or sinks into the lake waters.
7. Allowing pets to roam free. Pets must be physically constrained by a leash or structure. Owners must clean up after their pet.
8. Failure to obey quiet hours from 10:00 PM to 8:00 AM.
9. Children under 14 years of age must be attended by an adult.
10. No swimming from the docks.