

BROADWATER COUNTY COMMISSIONERS

515 Broadway, Townsend MT 59644

Held in the FLYNN BUILDING

the old Opportunities Building

At 416 Broadway, Townsend, MT

Aug 9th, 2021 – OFFICIAL

We invite you to participate via live stream www.broadwatercountymt.com– emailed comments are welcome as well as phone calls and US Mail correspondence.

Agenda, meeting documents, Official Meetings Minutes and Uncut-Unedited Videos of Commission meetings are available and on the County website www.broadwatercountymt.com

Seating is limited and attendance is limited to those with an agenda item or public comment. We ask that you practice social distance with 6' spacing. Meetings will continue to be live-streamed, public comment is welcome via phone, written communication, through live-stream, or in person with an appointment.

- 10:00 AM Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over / Approval of the Minutes / Certificate of Survey Review
- 10:05 AM **Discussion** Letter to MDT requesting Traffic Study to potentially lower speed limit on US Hwy 287 at mile marker 63-64
- 10:10 AM **Discussion and Decision** Teresa Monson Broadwater Health Dept Nurse RMDC Area IV Agency on Aging for In Home Care Services to the Elderly Contract 2022 004-007
- 10:10 AM **Discussion and Decision** Teresa Monson Broadwater Health Dept Nurse RMDC Area IV Agency on Aging First Modification to Contract 2022 004-007-2022
- 10:15 AM **Discussion and Decision** Nichole Brown Community Development Director COS Boundary Relocation Judith and Gary Olsen
- 10:25 AM **Discussion and Decision** Nichole Brown Community Development Director Planning Board Members Appointments
- 10:35 AM **Discussion and Decision** Karp Subdivision Covenants
- 10:45 AM **Discussion and Decision** Meridian Bridge MOU
- 10:45 AM **Discussion** Josh Obert Public Works Supervisor Solid Waste Sites

11:00 AM **Discussion and Decision** Josh Obert Public Works Supervisor Resolution
Request Distribution of Bridge and Road Safety and Accountability Program
Funds

11:05 AM **Discussion and Decision** Winston Alley Quitclaim Deed

11:10 AM **Discussion and Decision** Toston Bridge Agreement

Public comment period will be at the beginning of each meeting. Mail & Items for Discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change.

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

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

Debi Randolph 980-2050
Darrel Folkvord 980-1213
Mike Delger 521-0834
E-mail commissioners@co.broadwater.mt.us

Rocky July 1, 2021
BRDWTR-2022-CON

CONTRACT NUMBER: 2022-004-007

BETWEEN

ROCKY MOUNTAIN AREA IV AGENCY ON AGING

AND

BROADWATER COUNTY HEALTH DEPARTMENT

FOR

**PROVISION OF IN-HOME CARE SERVICES
TO THE ELDERLY**

EFFECTIVE DATE: JULY 1, 2021 THROUGH JUNE 30, 2022

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OLDER AMERICANS ACT CONTRACT
WITH THE
ROCKY MOUNTAIN AREA IV AGENCY ON AGING

CONTRACT NUMBER
2022-004-007

THIS CONTRACT, is entered into by and between the Rocky Mountain Development Council, Inc., Area IV Agency on Aging, (hereinafter referred to as the "Rocky") and Broadwater County Health Department (hereinafter referred to as the "Contractor") and whose nine (9) digit Federal ID Number is 81-6001337.

WITNESSETH THAT, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1: PURPOSE/ SCOPE OF WORK

The purpose of this contract is:

- A. The development and maintenance of a comprehensive and coordinated service delivery system for the provision of supportive, nutrition, information, caregiver and advocacy services to older individuals in accordance with the Older Americans Act and the approved Area Plan.
- B. To provide services for maximum dignity and independence for older Montanans, especially those with the greatest social and economic needs, those residing in rural areas and those that are homebound.
- C. The Contractor will perform the Services in accordance with all the provisions of the Contract, which consists of the following documents:
 - a. Contract (this instrument)
 - b. Attachment D – Scope of Work

SECTION 2: EFFECTIVE DATE AND DURATION

The Contractor shall commence performance of this contract on July 1, 2021 and shall complete performance to the satisfaction of Rocky no later than June 30, 2022.

For the purpose of completing the necessary payments and administrative responsibilities under this contract, the duration of the contract shall extend to July 15, 2022 but in no event will Rocky pay for services provided after June 30, 2022.

SECTION 3: SERVICES TO BE PROVIDED

- A. That all actions contemplated under this contract are in keeping with the direction and content of Rocky's complete and approved Area Plan and its references to the Older Americans Act and applicable state and federal law.
- B. To establish the appropriate mechanisms and procedures to fulfill the requirements as listed in the Older Americans Act of 1965 as amended and related Provisions of Law, relative to the Area Plan and related Area Agency and Service Provider responsibilities.
- C. That a complete description of the services to be provided, methods used to provide said services, and the number of units of the services to be provided are listed in Attachment A of this contract and hereby included by this reference.

SECTION 4: CONSIDERATION

- A. In consideration of the services to be provided under Section 1 of this contract, Rocky agrees to pay the Contractor:
 - 1. An amount not to exceed \$ 18,763.00.

2. In accordance with the Budgets, Part C of this section.
3. An advance equal to 1/12 of Rocky's obligation within 10 days of receipt of funds from the state of Montana, if the required reporting has been received by Rocky.

B. The Contractor agrees to:

1. Submit on or before the 10th day of each month, financial reports in a format authorized by the State Office on Aging and any requested supporting documentation for expense reimbursement for services provided under this contract. Separately bill for each budget category listed in Part C of this section.
2. Not incur expenses in excess of any budget category listed in Part C of this section except by written amendment to this contract.
3. Provide \$ **350** in matching funds, either cash or In Kind as outlined in Attachment B "Certificate of Match" of this contract and hereby included by this reference.
4. Pay travel expenses for staff and other personnel in accordance with State of Montana policy and amounts not to exceed State of Montana rates unless written approval is given by Rocky for use of alternate methods or rates.
5. Account for and report all Program Income. Report all contributions or project income in the month and/or contract year in which it was received.
6. To manage the program operations for each service being provided under this contract so as to insure a continuum of each service throughout the entire twelve (12) month term of this contract.
7. To maintain adequate Insurance coverage so as to facilitate replacement of assets used by the service programs in the advent of fire, theft or other cause of loss, as well as adequate general liability and product liability coverage. Adequate shall be determined by mutual agreement of Rocky and the Contractor unless otherwise stated within this contract. (See Section 18)
8. Provide Rocky a copy of the contractors written policies for each service being offered concerning eligibility to receive services and screening tool or other method used by contractor's staff to determine amount of service to be provided or denied the client. After initial submission, this is only necessary after modifications have been made.
9. A copy of the official written minutes of regular or special meetings of the contractor's governing board shall be made available within 30 days of the date of such request.

C. BUDGETS

Aging Social Services Budget:

The total amount of Federal, State and Agency funds to be expended under this contract for Aging Social Services is **\$19,113.00**. The breakdown by line item categories and identification of resources by services to be provided is included in Attachment C of this contract and hereby included by this reference.

D. REPORTS

The Contractor Agrees:

1. To provide Rocky with monthly financial and program reports in a format authorized by the State Office on Aging and/or other reports as may be required by Rocky. Such reports are to be completed and submitted to Rocky so as to be received no later than the 10th day of the month following the month to be reported.
2. To provide separate Contractor Financial and monthly program reports to Rocky for each budget listed in Part C of this section.

3. That such reports shall contain at a minimum the expenditures by budget line item, revenues by line item, and the number of units and type of service currently being provided, as established in Attachments A, B and C to this contract.

Further, the contractor's reports shall be subject to audit and adjustment, either before or after Rocky makes payment of any amount under this contract, as Rocky, in its discretion, has indicated in Attachment C to this contract.

4. To provide Rocky with a final Contractor Financial Report and Program report for Attachments A, B and C within fifteen (15) days of completion or termination of this contract.
5. To provide Rocky with monthly MASTS reports and filled-in MASTS intake forms for all new clients. All MASTS reports must be reconciled to the monthly financial reports to reflect the same number of service units within a 10% margin. MASTS reports must be received by Rocky on the 5th day of the following month.
6. Contractor must submit, on or before the 10th day of each month, financial reports in a format authorized by the State Office on Aging. The reports may be submitted by mail or email. Additionally, the Contractor must submit, on or before the 5th day of each month, client and units of service (program) data for each provided service utilizing the Montana Aging Services Tracking System (MASTS). Failure to submit either financial or program reports on a timely basis will result in withholding of payments until the required reports are received.

E. SOURCE OF FUNDING

The sources of the funding for this contract are Catalogue of Federal Domestic Assistance (CFDA) No.: 93.052 (Part E, NFCSP) and state program funds. Federal funds were awarded 10/01/2018 from the U.S. Department of Health and Human Services to the Montana Department of Public Health and Human Services (DPHHS). DPHHS awarded funds to the Rocky Area IV on Aging under Contract # 20-221-13004-0 FY2022

SECTION 5: TRANSFER OF FUNDS - BETWEEN PROGRAMS OF SERVICE

No transfer of monies may be made between or among any of the programs of service covered by this contract and described in the Budget without a written amendment as specified in Section 31 of this contract.

SECTION 6: NOTICE

Any notices under this agreement must be in writing and submitted to the parties hereto.

SECTION 7: LIAISON

Heather Nicholson will be the liaison for Rocky.

Teresa Monson will be the liaison for the Contractor.

These representatives of the parties will be the first contacts regarding any questions and problems which arise in implementing this contract.

SECTION 8 TRAINING

The Contractor agrees that its staff will participate in training as required by Rocky or as mutually agreed upon by both parties, and/or submit schedules of training provided by the Contractor which insures competence of staff in current methods and procedures. Training will address needs identified by Rocky Area IV and Montana Department of Public Health and Human Services, Office on Aging.

SECTION 9: NONDISCRIMINATION

Pursuant to sections 49-2-303 and 49-3-207, Montana Code Annotated and the federal civil rights acts, no part of this contract shall be performed in a manner which illegally discriminates against any person on the basis of race, color,

religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION 10: DUPLICATION OF COST

The Contractor represents and certifies that any charges contemplated and included in its estimate of cost for performances are not duplicative of any charges against any other government contract, sub-contract, or other government source.

SECTION 11: POLITICAL ACTIVITIES

- A. The Contractor agrees that expenditures of funds under terms and conditions set forth in this contract shall:
 - 1. Not be used for any political activities by the Contractor, and/or employees or representatives of the Contractor.
 - 2. Not be used for any activity by the Contractor, and/or employees or representatives of the Contractor to provide voters and prospective voters with transportation to the polls, or provide similar assistance in connection with an election or any voter registration activity.
 - 3. May be used for advocacy for the elderly within the community by monitoring, evaluating, and commenting upon policies, programs, hearings, levies and community actions affecting the elderly.
- B. The Contractor shall cooperate with any investigation undertaken regarding the expenditure of funds for political activities.

SECTION 12: OWNERSHIP AND PUBLICATION OF MATERIALS

Rocky, State Office on Aging and the U.S. Department of Health and Human Services shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use for agency purposes any material developed under this contract. All data, diagrams, drafts and other type of printed material developed under this agreement are the property of Rocky and the State of Montana.

SECTION 13: LIMITATION ON USE OF FUNDS FOR CONSTRUCTION

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

SECTION 14: CONFIDENTIALITY

- A. Personal Information
 - 1. During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information Rocky provides to the Contractor or which the Contractor acquires on behalf of the Rocky in the performance of this Contract which contains the personal information of any person.
 - 2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Rocky's request, the Contractor will allow the Rocky to review and approve any specific security standards and procedures of the Contractor.
- B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information
 - 1. Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Rocky in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.
- C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

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

D. Contract Information

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

E. Access/Use of Confidential Information

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

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

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

SECTION 15: CLIENT GRIEVANCE PROCEDURE

The contractor must establish a grievance procedure for clients. The Contractor will advise clients of the right to present grievances and will assist them, as may be necessary, in utilizing the grievance procedure. If the outcome of the grievance procedure is averse to a claimant the Contractor will notify him/her of his/her right to appeal. The Department of Public Health & Human Services, Quality Assurance Division will supply the appeal mechanism through its regular fair hearing process. If an appeal is filed by claimant, the Contractor agrees to appear, participate and be bound by the outcome.

SECTION 16: COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

- A. Contractor will comply with all applicable federal or state laws, regulations, and policies of the State Office on Aging and Rocky provided to the contractor, in performing this contract.
- B. Contractor will comply with the Drug-free Workplace Act of 1988 by adopting specific policies regarding the illegal possession and use of controlled substances.
- C. The contractor certifies that:
 1. The contractor and the contractor's principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. The clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction" will be included without modification in all lower tier covered transactions and in all solicitations for lower tier transaction.

SECTION 17: INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Rocky and from all damages, losses, or expenses, including attorney’s fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the work itself. This indemnification shall extend to claims resulting from performance of the Contractor and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Contractor or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified.

SECTION 18: INSURANCE

The contractor shall be covered and shall provide Rocky with certificates verifying coverage for the following: Insurance Carrier: Must be rated at least “A-“ by A.M. Best Company or acceptable State Fund for Workers Compensation.

Workers Compensation: Copy of Contractors Exemption, if applicable and proof of Workers Compensation Insurance. ROCKY may withhold a percentage to cover costs if proof of coverage is not provided.

Workers Compensation-Statutory

Employers Liability Limits- \$1,000,000 Each Accident
 \$1,000,000 Disease- Policy Limit
 \$1,000,000 Disease- Each Employee

Commercial General Liability Insurance: Including Premise & Operations, Personal & Advertising Injury, Blanket Contractual (no restrictive endorsements such as CG 2139, CG 2426, CG 2294) and Products & Completed Operations. Limits: \$1,000,000 Each Occurrence; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate

Rocky, Inc. shall be named as a Primary Additional Insured. The policy will provide an endorsement to provide coverage for Rocky as an additional insured including Completed Operations Liability. The use of the ISO CG 2010 11/85 or its equivalent or a combination of CG 2010 & CG 2037 10/01 is acceptable. If the additional insured endorsement does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project by the owner.

Waiver of Subrogation in favor of Owner/General Contractor is required. Per Project Aggregate Endorsement is required.

Automobile Liability:

Limits: Owned Autos \$1,000,000 Each Accident
Hired/Non-Owned Autos \$1,000,000 Each Accident

Excess/Umbrella Liability:

Limit: \$1,000,000 Each Occurrence/Aggregate

Rocky, Inc. shall be named as a Primary Additional Insured. The policy will provide an endorsement to provide coverage for Rocky, Inc. as an additional insured including Completed Operations Liability. The use of the ISO CG 2010 11/85 or its equivalent or a combination of CG 2010 & CG 2037 10/01 is acceptable. If the additional insured endorsement does not accompany the certificate of insurance, the certificate of insurance must list the form numbers/edition dates for the Additional Insured Endorsement being used and the actual endorsement must be mailed when received. The Additional Insured Endorsement including Products and Completed Operations is required to be maintained for 2 Years upon completion of the project by the owner.

Cancellation Notice: Minimum of 30 days on Certificate of Insurance

SECTION 19: ASSIGNMENT TRANSFER AND SUB-CONTRACTING

The Contractor agrees not to enter into sub-contracts for any of the work contemplated under this contract without prior written approval of Rocky. The Contractor further agrees not to assign or transfer any work contemplated under this contract.

SECTION 20: CONFLICTS OF INTEREST

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

SECTION 21: RECOVERY OF IMPROPER OR ERRONEOUS PAYMENTS

- A. Rocky shall be entitled to recover all payments erroneously or improperly made to the contractor. The contractor is responsible to refund the full amount of any erroneous or improper payment within 30 days of written demand by Rocky.
- B. If the contractor fails to repay Rocky within 30 days, the amount owed to Rocky may be automatically deducted from any future payments to the contractor. Any erroneous or improper payment received by the contractor shall constitute a debt to Rocky and may be recovered by Rocky by any means provided by law or this contract.
- C. The contractor must notify Rocky immediately if the contractor believes it has received an overpayment or other erroneous or improper payment and shall promptly return the full amount of the improper or erroneous payment to Rocky.

SECTION 22: FINANCIAL RECORDS & AUDIT

The Contractor must maintain a system of accounting procedures and practices enough for the Rocky to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles. The financial records must adequately identify the source and applications of funds for the contract supported activities including contract payments, obligations, unobligated balances, assets, liabilities, outlays, other funding sources and income. The financial system must insure effective control and accountability for contract funds and property obtained with contract funds. Generally accepted accounting principles must be used to record and report all costs.

Furthermore, a contractor who is a recipient of federal funding may be subject to audit requirements stipulated in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200.501.

SECTION 23: EQUIPMENT PURCHASES

Funds available under this contract, may not be used to purchase equipment acquired at a cost of \$5,000 or greater.

SECTION 24: TERMINATION

- A. The Contractor understands and agrees that Rocky is dependent upon federal and state appropriations for its funding, and that action by Congress or the Montana Legislature may preclude funding this agreement through the completion date stated in section 2. Should any such a contingency occur, the parties agree that Rocky may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for this agreement, and that contractor will be compensated for services rendered and expenses incurred as of 5:00 P.M. of the revised completion date.
- B. This contract may be terminated at any time by the mutual written agreement of the parties.
- C. If the Contractor fails to provide services called for by this contract, or to provide such services within the time specified herein or any extension thereof, Rocky may, by written notice of default to the Contractor, terminate the whole or any part of this contract immediately upon written notice.
- D. Rocky may, upon finding that the Contractor is not in compliance with any law or regulation, or applicable licensure and certification requirement, or other portion of this contact terminate this contract immediately upon written notice to the contractor.

- E. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- F. Upon contract termination or the non-renewal of this contract, the Contractor will allow Rocky, its agents and representatives full access to Contractors facilities and records for the purpose of arranging the orderly transfer of the contracted activities.

SECTION 25: ACCURACY OF FINANCIAL DATA AND COST REPORTS

The Contractor agrees that all financial statements and cost reports shall be certified as true, accurate and complete to the best of the Contractor's knowledge and belief and claims shall be certified as true, accurate, and complete. The Contractor shall not submit for reimbursement purposes any items which it knows or has reason to know are not properly reimbursable under any federal or state law or regulations. The Contractor understands that payment and satisfaction of any and all claims will be from federal as well as state funds, and that any false claims, statements, cost reports or documents may result in prosecution under the appropriate federal and/or state law. Subrecipient will comply with federal regulation 2 CFR Part 200 Subpart E-Cost Principles. Additional supporting documentation may be requested by Rocky at any time to validate any expenditures related to this sub award.

SECTION 26: AUDIT AND RETENTION OF RECORDS

A. Additional Audit:

The State of Montana, Montana State Office on Aging, Rocky, U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of access to any books, documents, papers and records of the Contractor which are pertinent to the services provided under this contract, for purposes of verifying cost or pricing data submitted in conjunction with the negotiation of this contract or any amendments thereto. If during monitoring, the subrecipient is out of compliance, additional reporting and repayment of unallowable expenses could occur.

The Contractor's accounting procedures and practices shall conform to generally accepted accounting principles.

B. Retention of Records:

1. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for 8 years after the completion date of Rocky's master contract with DPHHS, which is 06/30/2030. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
2. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
3. The Contractor must provide the Rocky and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other location as agreed to by the parties.

SECTION 27: INDEPENDENT CONTRACTOR STATUS; WORKERS' COMPENSATION

- A. The parties intend that the relation created by this contract is that of employer-independent contractor. No agent, employee, or servant of the Contractor is or shall be deemed to be the employee, agent or servant of Rocky. The contractor will be solely and entirely responsible for the acts of its employees, and subcontractors during the performance of this contract. No benefits provided by Rocky to its employees, including, but not limited to, unemployment and workers' compensation insurance will be provided by Rocky to the Contractors employees, agents or servants.
- B. The Contractor further agrees that in accordance with 39-71-401 and 39-71-405, MCA, he is solely responsible for the workers compensation coverage for his employees or, if he is entering into this contract as a sole proprietor or a member of partnership, himself. Workers Compensation coverage is not required where the Contractor, who is a sole proprietor or a member of a partnership, has received from the Worker's Compensation Division a written exemption from the requirements of 39-71-401, MCA. The Contractor agrees to provide Rocky with proof of

workers compensation coverage or an approved independent contractor's exemption from the Montana Workers' Compensation Division prior to commencement of performance.

SECTION 28: VENUE

The parties agree that in the event of litigation concerning this contract, venue shall be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

SECTION 29: RESOLUTION OF CONTRACT DISPUTE

The parties agree that any dispute arising under this contract which is not disposed of by negotiation and agreement shall be decided by the Rocky, Inc. board of directors, or its designee, who shall commit his decision to writing and furnish a copy to the Contractor. The decision of the board of directors shall be final. Pending final resolution of such dispute, whether by the director or the judicial process, the Contractor agrees to continue performance under this contract unless Rocky requests the Contractor to discontinue such performance.

SECTION 30: SPECIAL CONTRACTOR ASSURANCES

The following are special assurances regarding service delivery which are required to be in all contracts containing funding from the Older Americans Act. The contractor agrees that it will:

- A. Specify how (identify & target for services) the contractor (provider of the service) intends to satisfy the needs of low-income minority individuals in the area served;
- B. Attempt to serve low-income minority individuals at least in the proportion that they are represented in the total population in the area served.
- C. Provide outreach as required by the Older Americans Act to identify older persons and inform them of the availability of services.
- D. The functions, responsibilities and activities of the contractor in implementing the Older Americans Act and the area plan are included but not limited to those mentioned in this document.

SECTION 31: SEVERABILITY

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

SECTION 32: MODIFICATIONS AND PREVIOUS AGREEMENTS

The instrument contains the entire contract between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this contract, shall be valid or binding. This contract may not be enlarged, modified, or altered except by written amendment. The information needed to make any final contract modifications must be submitted to Rocky at least thirty (30) days prior to the end of the contract period unless the Contractor receives prior written approval from Rocky.

SECTION 33: EXECUTION

This contract consists of a Cover page, a Table of Contents page followed by pages 2 through 11 and Attachments A, B, and C. The original will be retained by Rocky. A copy of the original has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this agreement, they have executed this contract on the dates set below.

ROCKY MOUNTAIN DEVELOPMENT COUNCIL, INC. / AREA IV AGENCY ON AGING

BY: _____ Date _____
Lori Ladas, Executive Director, Rocky Mountain Development Council, Inc.

CONTRACTOR: BROADWATER COUNTY HEALTH DEPARTMENT

BY: _____ Date _____
Broadwater County Commissioner

July 1, 2021
BRDWTR-2022-CON

Contract No. 2022-004-007 Preparation Date: August 5, 2021

ATTACHMENT A

AGING SOCIAL SERVICES:

The Contractor will provide services to the elderly in their established service area. Emphasis will be placed on providing services to the elderly with the greatest economic and social need. The services to be provided include the following:

Home Maker Services: 2000 units will be provided to 20-25 senior citizens. A unit of service is one hour (DPHHS-Aging 102-2).

Respite/ Caregiver Services: 75 units will be provided to 2 senior citizens. A unit of service is one hour (DPHHS-Aging 102-2).

Skilled Nursing Services: 180 units will be provided to 10 senior citizens. A unit of service is one hour (DPHHS-Aging 102-2).

ATTACHMENT B
Contract No. 2022-004-007

CERTIFICATION OF MATCH

 √ Original
 Revised

Date: August 5, 2021

Project: Broadwater County Home Maker Services

1. Name of Contributor: Broadwater County Health Department
Budget Year: July 2021 – June 2022

2. Source of Cash Contributions:

 X County funds: \$ 350

3. Type of In-Kind Contribution: (check one)

 Personal Services: hours amount .
 Space, Area: Sq. Ft. rate amount .
 Equipment: material other, specify: .

- a. Description of In-Kind Contribution: Supervisory time by county health nurse
- b. Dollar Valuation of In-Kind Contribution: \$ -0-

4. Certification:

I hereby certify that the contribution herein reported has not and will not be paid from any federal funds and further that said contributions has not and will not be used as matching for any other federally funded program. Included in contract by reference: Section 4-B3

BROADWATER COUNTY HEALTH FY 22				
ATTACHMENT C				
EXPENDITURE CATEGORY	RESPITE/ CAREGIVER	SKILLED NURSING	HOMEMAKER	TOTALS
Personnel & Fringe	1200	2400	13713	
Supplies		200		
Communications		75		
Utilities				
Repairs & Maintenance				
Travel & Training	200	325	1000	
Building Space				
Insurance				
Equipment				
Contracted Services				
Other:				
TOTAL EXPENDITURES:	1,400	3,000	14,713	19,113
SOURCES OF FUNDING:				
IIIB				
IIID				
IIIE	1050			
State GF		3000	14713	
Carryover IIIE				
TOTAL FED/STATE FUNDING:	1,050	3,000	14,713	18,763
LOCAL MATCH:				
CASH	350	0	0	
IN-KIND				
TOTAL MATCHING FUNDS:	350	0	0	350
PROJECT INCOME NON-MATCH:				
OTHER RESOURCES:	0	0	0	
TOTAL REVENUES	1,400	3,000	14,713	19,113

SCOPE OF WORK

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

The following assurances are required by the Contractor:

- A) The service provider specifies how the provider intends to satisfy the needs of older individuals with greatest economic need, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas; older individuals with greatest social need; and older individuals at risk for institutional placement; and
- B) The service provider attempts to serve low-income minority individuals, older individuals that are homebound and older individuals residing in rural areas at least in the proportion that they represent the total population in the area served.

Aging Supportive Services:

The Contractor will contract with service providers in their Planning and Service Area for the provision of services to those age 60 and older, with the greatest economic and social need. The services and units may include:

- a) Congregate Meals – A unit of service is one (1) meal
- b) Disease Prevention and Health Promotion Services – A unit of service is one (1) hour
- c) Homemaker – A unit of service is one (1) hour
- d) Home Chore – Unit of service is one (1) hour
- e) Home Delivered Meal – Unit of service is one (1) meal
- f) Information and Assistance – A unit of service is one (1) contact
- g) Legal Services – A unit of service is one (1) hour of legal advice, consultation by an attorney or other person acting under the supervision of an attorney (either paid or pro bono).
- h) Nutrition Education – A unit of service is one (1) training program
- i) Outreach – A unit of service is one (1) individual contact made outside the office
- j) Personal care – A unit of service is one (1) hour
- k) Respite Care – A unit of service is one (1) hour
- l) Senior Center – A unit of service is one (1) visit per day
- m) Senior Companion – A unit of service is one (1) hour
- n) Skilled Nursing Services – A unit of service is one (1) hour
- o) Transportation – A unit of service is one (1) one-way trip
- p) Transportation (Assisted) – A unit of service is one (1) one-way trip, assistance includes escorting who has difficulties using regular vehicular transportation (physical or cognitive)

FIRST MODIFICATION
TO CONTRACT NO. 2022-004-007, 2022 BUDGET
BROADWATER COUNTY HEALTH DEPT.

THIS CONTRACT MODIFICATION, is entered into by and between the Rocky Mountain Development Council, Inc., Area IV Agency on Aging, (hereinafter referred to as the "Rocky") and Broadwater County Health Department (hereinafter referred to as the "Contractor") and whose nine (9) digit Federal ID Number is 81-6001337.

THIS MODIFICATION is made and entered into this 1st of July, 2021.

1. SECTION 4: CONSIDERATION, will be amended as follows:

Subject to the terms and conditions contained in this Contract, Rocky will pay the Contractor a one-time payment for new nutrition funds received through the Montana Department of Public Health and Human Services from the Administration on Community Living (ACL) due to the COVID-19 pandemic under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The CARES Act funding comes with expectations and flexibility to include:

- 1) No required match
- 2) Spending of the funds are to be tracked separately and a monthly budget report template for each has been provided by Rocky.
- 3) This new funding is to be spent before the normal allotment of OAA funds.
- 4) Program reporting will include collection and input of demographic data to the greatest extent practicable as well as details about services provided in COVID response as a narrative entry.

Expenditures for this fund will be reported separately from other funds and will include a narrative entry describing funds expended and their impact using the allowed mentioned flexibilities. All program income will be collected for the services, regardless of funding source. This narrative is due December 1, 2021 and must include all CARES Act money received to date.

This funding is effective through December 31, 2021.

- A. The Contractor will receive the additional reimbursements listed in 4C.
- B. No Changes
- C. BUDGETS

C. Aging Social Services Budget

A one-time payment of \$20,787.00. "Home-bound" includes older individuals practicing social distancing. The breakdown by line item categories and identification of resources by services to be provided is included in Attachment A to this contract and hereby included by this reference.

2. The parties understand that this modification applies only to those portions of Contract No. 2022-004-007, which have been cited above and does not alter or nullify any other portions of this agreement. All other portions of this agreement, which are not referred to above, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this contract modification on the dates set out below.

ROCKY MOUNTAIN DEVELOPMENT COUNCIL, INC. / AREA IV AGENCY ON AGING

By: _____ Date: _____

CONTRACTOR: BROADWATER COUNTY HEALTH DEPT.

By: _____ Date: _____

BROADWATER CO. HEALTH FY 22 CARES ACT BUDGET					
ATTACHMENT A					
EXPENDITURE CATEGORY	HOMEMAKER	SKILLED NURSING	SKILLED NURSING		TOTAL
Personnel & Fringe	18,787		2000		
Supplies					
Raw Food/Meals					
Raw Food/Commodities					
Communications					
Utilities					
Repairs & Maintenance					
Travel & Training					
Building Space					
Insurance					
Equipment					
Contracted Services					
Other:					
TOTAL EXPENDITURES:	18,787	2,000		2,000	20,787
SOURCES OF FUNDING:					
IIIB					
IIIC1					
CARES ACT IIIB	18,787		2,000		
State GF					
Carryover					
TOTAL FED/STATE FUNDING:	18,787	2,000		2,000	20,787
LOCAL MATCH:					
15% CASH MATCH					
25% CASH MATCH					
IN-KIND					
TOTAL MATCHING FUNDS:	0	0	0	0	0
PROJECT INCOME NON-MATCH:					
CASH IN LIEU:					
COMMODITIES:					
OTHER FED/STATE RESOURCES:					
OTHER RESOURCES:					
TOTAL REVENUES	18,787	2,000		2,000	20,787

REQUEST FOR EXEMPTION REVIEW

Note to Applicant: The purpose of this review is to enable Broadwater County officials to determine whether or not the proposed use of an exemption from local subdivision review would evade the Montana Subdivision and Platting Act.

Part One. Applicant Information

Landowner(s): Mary A. and Judith L. Olsen
Address: 16 Carson Lane, Townsend, MT, 59644
Telephone Number(s): 406-266-3862

Landowner Representative: Schauber Survey
Address: 64 Jack Farm Road Phone: 406-266-4602

Part Two. Legal Description: Amended tract 3 and tract 4

Part Three. Basis for Exemption Request:

What exemption is being claimed, and what is the basis for your exemption claim?

Boundary relocation

Part Four. Supporting Information: Please provide all pertinent information, including an accurate certificate of survey or amended subdivision plat, as applicable and where required. A subdivision exemption review fee must be submitted with the exemption request.

AFFIDAVIT: I hereby certify that the purpose of this exemption request is NOT to evade the Montana Subdivision and Platting Act. Dated this 28 day of June, 2021

Signature(s): Mary A. Olsen

Certificate of Governing Body:

We, the Board of County Commissioners, do hereby certify that the use of the exemption claimed on the accompanying Certificate of Survey has been duly reviewed, and has been found to conform to the requirements of the Subdivision and Platting Act, Section 76-3-101 et. seq. MCA, and the Broadwater County Subdivision Regulations.

Dated this _____ day of _____, A.D., 20_____

Commissioner

Commissioner

Commissioner

C&R Attest

From: Carol Zirkle <blueboy@mt.net>

Sent: Tuesday, August 3, 2021 10:42 AM

To: Mike Delger <mdelger@co.broadwater.mt.us>; Darrel Folkvord <dfolkvord@co.broadwater.mt.us>;
Debi Randolph <drandolph@co.broadwater.mt.us>

Cc: Broadwater Planning <planning@co.broadwater.mt.us>; Jania Hatfield
<jhatfield@co.broadwater.mt.us>

Subject: Recommendation for Your Consideration

Hi! Thank you all for allowing me to come speak with you at the working meeting yesterday! This is my take on what was discussed and a suggestion for how we might consider proceeding.

First, a special thanks to Nichole for all the information she provided. It was eye opening for me to know the history of how these particular covenants were set up during the few short years at the end of the 1990's where it was required for the Commissioners to approve covenants. And, that the implication of managing the covenants that way would make the county accountable for monitoring and enforcing those covenants.

It was also interesting to hear that that practice was ended because it didn't work. There aren't enough people to monitor all the subdivisions. Plus, the volume of amendments that would have to go through the Commissioners for approval would be overwhelming.

Plus, it was interesting to know that the current practice and standard for the many years since then had changed to leaving the subdivisions to be responsible for their own covenant and HOA management.

With that context, my current request to amend the Karp Minor Subdivision covenants seems to be an anomaly. Because of the timing of the original development of the subdivision and covenants, which was during that short window that required the Commissioner's approval of covenants, we are held to a different standard than all other subdivisions in the county, both large and small.

I also heard and agree with the strong suggestions made by Darrel and Jania that covenants are a good thing to have in place. With a few adjustments to make them clearer, I think the covenants I shared with you yesterday would be a good place for the subdivision to start managing its own covenants.

So, I would strongly recommend that you, as the ultimate deciders, consider this two-step process to resolving the current request, as well as allowing the Karp Minor Subdivision to transition into managing their own covenants, which would bring us to the same standards as all other subdivisions:

1. The Commissioners would approve the already presented (on July 13) owner signed/notarized documents requesting to Revoke the current covenants (I think Jania has those in her files). That would make a clean cut from the now defuncted process, breaking the unnecessary ties written into the original covenants between the Commissioners and the subdivision. This document would then be recorded.
2. After the recording is completed, Karp Minor Subdivision would use a second document with new covenants (like the one we discussed yesterday with a few adjustments) and follow the

process Nicole outlined where the owners sign/notarize and record the new covenants on their own. You may recall, the draft for this document has already been “okayed” by the owners.

Jania is reviewing the alternatives we discussed yesterday and will be getting back to me soon. I think one of the options includes the document to Revoke the Covenants (mentioned in number 1). Also, I would like to eliminate any document that would include the requirement of having Commissioner approval in future amended covenants, as it would perpetuate the current anomaly, which leads to confusion down the road and would not help the subdivision get to the current standards for amending covenants on our own.

Respectfully, these are my thoughts for your consideration. I look forward to working with you all to come to a solution.

Thank you, as always, for your time,
Carol

135850

• who decides
• process for change
- who's involved

PROTECTIVE COVENANTS
KARP MINOR SUBDIVISION
(TRACT 1 OF THE MOLDENHAUER MINOR SUBDIVISION)
BROADWATER COUNTY, MONTANA

WHEREAS the undersigned declarants, J. Vincent Karp and Grace E. Karp, are filing a plat of certain lands situated in Broadwater County, Montana, known as Karp Minor Subdivision, Tract 1 of the Moldenhauer Minor Subdivision, with the Broadwater County, Montana Clerk and Recorder for recordation, and

WHEREAS the undersigned declarants are the owners of all the lots in said tract and desire to place the following restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners of the lots, and for the benefit of the general public interest and welfare:

NOW THEREFORE these covenants and conditions are made to apply to that certain tract of land situated in NE 1/4 of Section 23, T 5 N, R 1 E PMM, Broadwater County, Montana, containing 80 acres, more or less.

All persons, corporations or other entities who now or hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with the owners of the lots in said tract, and with their heirs, successors, and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

The following restrictive covenants are revocable or alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.

1. Each owner of any lot by acceptance of a deed therefor, whether or not it is expressly written in such deed, shall bear equal responsibility with all other lot owners for the repair and maintenance of Karp ~~Deed~~ ^{Road} and Noxious Weed Management expenses as follows:

- a) Roadway maintenance: The need for maintenance and repair of Karp ~~Deed~~ ^{Road} shall be determined by a majority vote of the lot owners, unless otherwise directed by a public entity of competent jurisdiction. Vote may be taken at a meeting of the lot owners called for and held at such place and time specified in the notice. The meeting shall be held at the residence of the lot owner calling the meeting, or at any other location specified in Broadwater County, Montana. Each lot owner shall be

served with a copy of the notice at least 10 days before the scheduled meeting either by personal service or certified mail to such lot owner's last known mailing address. The lot owner(s) shall have one vote for each lot owned, and shall by majority vote (1) agree on the need for repair and maintenance, (2) the scope of repair, (3) the procedure for hiring a contractor, and (4) the amount to be paid for the repair or maintenance. The lot owners agree to meet at least once a year, and further agree to maintain the road to county standards, as promulgated by the County.

what happens when you split a 20 acre lot? what is considered a "lot"?

- b) Noxious Weed Management Plan. The lot owners agree that they will seed the embankment or berm along both sides of Karp ~~Ditch~~ ^{Lot} along their property line with seed or grasses approved by Broadwater County Weed District. Each lot owner further agrees to mow, or otherwise maintain, the grasses along Karp ~~Ditch~~ ^{Lot}. Each lot owner further agrees to abate the noxious weeds on their lot, by either mowing, pulling or otherwise removing noxious weeds; or to spray their lots with an approved herbicide sufficient to abate weeds on their property.
- c) Payment. Each lot owner shall pay their prorata share of any expenses incurred pursuant to paragraph (a) above, within 30 days of presentation of a statement, bill or invoice from the provider of the service, or the lot owner who contracted for the service. In the event that any lot owner fails or refuses to pay their prorata share within said 30 day period, any other lot owner may commence an action against the non-paying lot owner to recover the balance due, together with court costs and attorney fees.
- d) Lien. The provider of the service or the contracting lot owner, described in paragraph (c) above, is entitled to a construction lien for the unpaid amounts due for costs incurred as provided in paragraph (a) above, by following the procedure outlined in Title 71, Chapter 3, Part 5, MCA, or other statutes authorizing such liens. Such lien may be foreclosed as a construction lien. The prevailing party in such action shall be entitled to recover costs and attorney fees.
- e) Waiver. Each lot owner waives the right to protest the creation of a Special Improvement District or Road Improvement District for the purpose of improving or maintaining Karp ~~Ditch~~ ^{Road}.
- f) Arbitration. Any disagreement or other controversy relating to this agreement shall only be settled by arbitration according to the Montana Uniform Arbitration Act (Sec. 27-5-111, et seq. MCA, as may be amended from time to time) and the rules of the American Arbitration

Association, with one arbitrator, and shall be enforceable in any court of competent jurisdiction.

2. Animals. No more than the following number of the following described animals shall be kept, boarded, maintained or otherwise possessed, per 20 acre lot:

- 12 cows, not counting calves
- 2 horses
- 6 household pets

More space is available for fencing

No property owner shall be permitted to operate a commercial hog or goat farm, a commercial feed lot, or a commercial chicken farm on the property.

It is the responsibility of each tract owner to provide that any and all animals kept on their property are fenced in and/or contained within the boundaries of said property.

It is the responsibility of each owner to provide adequate fencing of their tract to "fence out" ie: restrict access to their property by livestock that may otherwise enter their tract from adjoining properties.

3. Dwelling Construction. Prefabricated or modular houses having the general style of a site-built structure may be located on the property provided the placement is permanent and on a proper foundation. Construction of any structure on the property shall be completed within two years from the date construction is commenced.

All future grantees covenant and agree that manufactured or mobile homes may not be placed on the property unless they are factory modular homes, with width of not less than 14 feet. These homes must have conventional house siding and shall not have metal or aluminum siding. These homes must be no more than 10 years old at the date of installation on this property. All exterior attachments used for moving purposes, such as tongues and hitches, shall be removed from the house within 30 days of arrival on the property.

No multi-family dwelling shall be installed or constructed without prior written permission from the original declarants/grantors or a majority of the subsequent grantees if the original declarants are no longer in possession.

Operating a vehicle wrecking yard is prohibited.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, or both. Invalidation of any one of these covenants

by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Date this 6th day of April, 1998.

J. Vincent Karp by Grace E. Karp Grace E. Karp
is attorney-in-fact Grace E. Karp



Subscribed and sworn to before me this 6th day of April, 1998.

Keni Gray
Notary Public for the State of Montana
Commission expires: Sept 15, 2001

STATE OF MONTANA] ss.
COUNTY OF BROADWATER

I hereby certify that the within instrument was filed in my office on the 9th day of Apr. ad 1998, at 22 minutes past 1 o'clock P. M. and entered on page 33 of book 66 of Micro-Records of Broadwater County, State of Montana.

Elaine Browney
County Clerk and Recorder
Christ Johnson
Deputy

Fee \$ 30.00

REVOKE PROTECTIVE COVENANTS

KARP MINOR SUBDIVISION (TRACT 1 OF THE MOLDENHAUER MINOR SUBDIVISION)

BROADWATER COUNTY, MONTANA

WHEREAS the undersigned declarants, Mark K. Parker (Tract 1-A), Dallas Casqueira and Taylor Casqueira (Tract 1-B), and Donald Messling and Carol Zirkle (Tract 1-C and D) are filing a revision of covenants to certain lands situated in Broadwater County, Montana, known as Karp Minor Subdivision, Tract 1-A, B, C, and D of Moldenhauer Minor Subdivision, with the Broadwater County, Montana Clerk and Recorder for recordation, and

WHEREAS the undersigned declarants are the owners of all the lots of said tract and revoke all protective covenants dated 4-6-1998 (Restrictive Covenants in Book 44 of Micro., page 33).

NOW THEREFORE the covenants to be dissolved are made to apply to that certain tract of land situated in Tract 1 of the Moldenhauer Minor Subdivision: NE $\frac{1}{4}$ of Section 23, T 5 N, R 1 E. PMM, Broadwater County, Montana, containing 80 acres, more or less. The Karp Minor Subdivision was originally divided into four 20 acre plots, more or less. Plots C and D were sold in 2000. Several years later, the two plots called Tract 1-A and 1-B were reconfigured so that A has 10 acres and B has 30 acres, more or less.

The legal descriptions for plots are:

Tract 1-A: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACT 1-A

Tract 1-B: S23, T05 N, R01 E, C.O.S. 1-925, MOLDENHAUER MINOR SUBD. AMD. TRACT 1-B

Tract 1-C and D: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACTS 1-C & 1-D

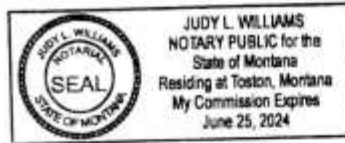
The existing restrictive covenants created on 4-6-1998 state they are revocable or alterable only with the consent of the Board of County Commissioners of Broadwater County, Montana.

Date this 06 day of 15, 2021.

Mark K. Parker
Mark K. Parker

Subscribed and sworn to before me on the 15 day of June, 2021.

Judy L. Williams
Notary Public for the State of Montana



Commission expires: 06-25-24

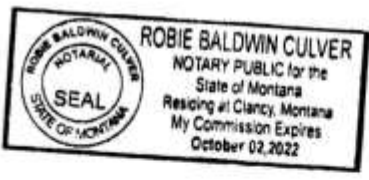
Date this 28th day of June, 2021.

Dallas Casqueira
Dallas Casqueira

Subscribed and sworn to before me on the 28th day of June, 2021.

Robie Baldwin Culver
Notary Public for the State of Montana

Commission expires: 10/02/2022



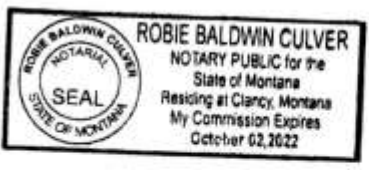
Date this 28th day of June, 2021.

Taylor Casqueira
Taylor Casqueira

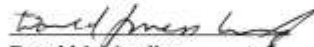
Subscribed and sworn to before me on the 28th day of June, 2021.

Robie Baldwin Culver
Notary Public for the State of Montana

Commission expires: 10/02/2022



Date this 16 day of June, 2021.

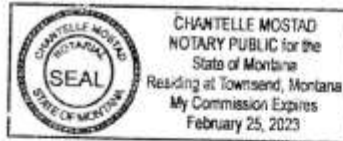

Donald J. Messling

Subscribed and sworn to before me on the 16 day of June, 2021.



Notary Public for the State of Montana

Commission expires: 25 Feb 2023



Date this 16 day of June, 2021.

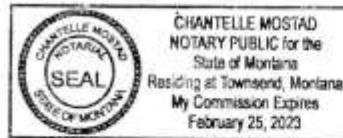

Carol A. Zirkle

Subscribed and sworn to before me on the 16 day of June, 2021.



Notary Public for the State of Montana

Commission expires: 25 Feb 2023



PROTECTIVE COVENANTS (Revised 2021)

KARP MINOR SUBDIVISION
(TRACT 1 OF THE MOLDENHAUER MINOR SUBDIVISION)

BROADWATER COUNTY, MONTANA

WHEREAS the undersigned declarants, Mark K. Parker (Tract 1-A), Dallas Casqueira and Taylor Casqueira (Tract 1-B), and Donald Messling and Carol Zirkle (Tract 1-C and D) are filing a revision of covenants to certain lands situated in Broadwater County, Montana, known as Karp Minor Subdivision, Tract 1-A, B, C, and D of Moldenhauer Minor Subdivision, with the Broadwater County, Montana Clerk and Recorder for recordation, and

WHEREAS the undersigned declarants are the owners of all the lots of said tract are eliminating all restrictions from the protective covenants dated 4-6-1998 (Restrictive Covenants in Book 44 of Micro., page 33) and desire to replace them with the following restrictions upon said lots for the use and benefit of themselves as present owners and for the future owners of the lots, and for the benefit of the general public interest and welfare.

NOW THEREFORE these covenants to be changed are made to apply to that certain tract of land situated in Tract 1 of the Moldenhauer Minor Subdivision: NE $\frac{1}{4}$ of Section 23, T 5 N, R 1 E PMM, Broadwater County, Montana, containing 80 acres, more or less. The legal descriptions for plots are:

- Tract 1-A: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD.TRACT 1-A
- Tract 1-B: S23, T05 N, R01 E, C.O.S. 1-925, MOLDENHAUER MINOR SUBD. AMD.TRACT 1-B
- Tract 1-C and D: S23, T05 N, R01 E, C.O.S. 1-583, MOLDENHAUER MINOR SUBD. AMD. TRACTS 1-C & 1-D

All persons, corporations or other entities who now or hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with the owners of the lots in said tract, and with their heirs, successors, and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

The following restrictive covenants are alterable with the approval of the majority of owners (based on number of lots).

1. Karp Road: Maintenance/Repair responsibility is based on road usage. Improvement is the responsibility of owners. Signed Road Agreements between Karp Minor Subdivision/Moldenhauer Tracts 1-A, B, C, and D (owners of the east half of the road) and Moldenhauer Tract-2 (owners of the west half of the road and not covered under these covenants) for large projects to include: the work to be done, who does the work, price for work, portion and timeframes for payment by each owner, when the work is to begin and how long it will last, any special considerations needed to keep the road accessible and protect individual properties, and text regarding what happens if obligations are not fulfilled (i.e, court costs, liens, wavers, and arbitration).

2. Noxious Weed Management: Owners to follow existing state and Broadwater County Weed District laws or regulations regarding abating noxious weeds on their lots and along their portion of Karp Road.

3. Animals: Owners must contain animals they are responsible for with adequate fencing or pens. Grazing is allowed based on conditions. Overgrazing is not allowed. Owners will follow Open Range laws regarding fencing animals out of their property.

Only current owners of Karp Minor Subdivision lots are allowed to enforce these covenants. Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover damages, or both. Invalidation of any one of these covenants by judgement or court order shall in no way effect any other provisions which shall remain in full force and effect.

7-15-21 Communications between Carol Zirkle and the other Karp Minor Subdivision Owners: Taylor and Dallas Casqueira, Mark Parker (Lisa is Mark's wife, but is not a current land owner), and Donald Messling regarding changes to covenants and their approvals.

This screenshot shows the top portion of a WhatsApp group chat. At the top, there are navigation icons for home, messages, video calls, voice calls, and a group icon. The group name is "Taylor, Dallas, Mark, Donald, Lisa" with a status of "Active Now". The chat header shows the group name and "You created this group". A timestamp "Thu 12:22 PM" is visible. The first message is a blue bubble: "Hi Neighbors! Just a few notes about the meeting with the Commissioners about the covenants." The second message is another blue bubble: "The meeting was this past Tuesday and they did not allow us to revoke the covenants. It appears that they do not do this anymore. I'm guessing it is possible to protect the county from being involved in lawsuits (but they didn't say that specifically)." The third message is a blue bubble: "Anyway, here is the video of the meeting (we are at about 56 minutes in): <https://broadwatercomt.civicclerk.com/Web/Player.aspx?id=445&key=-1&mod=-1&mk=-1&nov=0>". Below this is a video thumbnail titled "Broadwater County Commissioner Meeting" with the URL "broadwatercomt.civicclerk.com". On the right side, there is a sidebar menu with options: "Customize Chat", "Group Options", and "Chat Members". The "Chat Members" list includes Taylor Casqueira, Dallas Casqueira, Mark Parker, Donald Messling, and Carol A. Zirkle (Admin).

This screenshot shows the continuation of the WhatsApp group chat. The first message is a blue bubble: "Here is a transcript of what the commissioners said at the end:". This is followed by a document attachment titled "7-13-21 Final Recommendation Conversation.pdf". The next message is a blue bubble: "Here is the transcript of what I said:". This is followed by another document attachment titled "6-29-21 Presentation - Reasons for requesting to revoke Protective...". The following message is a blue bubble: "So the only thing to do is dump the old restrictions and make them fit a bit better for us. So here is a draft of what I came up with:". This is followed by a document attachment titled "7-13-21 - PROTECTIVE COVENANTS Changed pg 1.pdf". The final message is a blue bubble: "So, check it all out and let me know what you think of the changes. The Deputy County Attorney is also supposed to be looking at this stuff...". The right sidebar menu is identical to the previous screenshot, showing "Customize Chat", "Group Options", and "Chat Members" with the same list of participants.



Taylor, Dallas, Mark, Donald, Lisa
Active Now



Thanks Mark! I take it that the heart is an "okay" from you then.



Yes thank You.



Thu 2:31 PM



I okay the document.



Ok

Thu 3:45 PM

I okay, too. (just for the record)

Thu 4:34 PM



Thu 5:08 PM



I okay it!



Looks good to me

Thu 5:57 PM



Taylor, Dallas, Mark, Donald, Lisa
Active Now

Customize Chat



Group Options



Chat Members



Taylor Casqueira



Dallas Casqueira



Mark Parker



Donald Messing



Carol A. Zirkle

Admin



MEMORANDUM OF UNDERSTANDING
BETWEEN JEFFERSON COUNTY, BROADWATER COUNTY,
AND GALLATIN COUNTY, MONTANA

This Memorandum of Understanding ("MOU") is made and entered into among Broadwater County, Jefferson County and Gallatin County, Montana, all political subdivisions of the State of Montana and acting through their respective boards of county commissioners (the "Parties");

WHEREAS, Gallatin County has received and accepted a Treasure State Endowment Program ("TSEP") grant from the Montana Department of Commerce, Community Development Division;

WHEREAS, the project approved for funding by the TSEP grant is the removal and replacement of the Meridian Bridge (the "Project");

WHEREAS, the Meridian Bridge is approximately 267-feet long and spans the Jefferson River;

WHEREAS, the south side of the Meridian Bridge is located within Gallatin County and the north side of the bridge is located within Jefferson County;

WHEREAS, the bridge also serves Broadwater County residents on the north side of the bridge, as the county line lies approximately 0.25 miles from the bridge's end;

WHEREAS, the Meridian Bridge is in need of replacement as it is an antiquated, single-lane bridge with a load limit of 9 tons;

WHEREAS, through the Project, the Parties will replace the Meridian Bridge with a new bridge able to carry legal loads and function with two lanes of traffic; and

WHEREAS, the Parties desire to memorialize their agreement regarding the scope of the Project, the funding, and the operation and maintenance of the new bridge.

NOW, THEREFORE, the Parties mutually covenant and agree as follows:.

1. **PROJECT SCOPE.** The Parties understand and agree that the scope of the Project is to remove the existing Meridian Bridge and replace it with a new, two-lane bridge capable of carrying legal weight loads.
2. **PROJECT CONTRIBUTIONS.** Since the Montana Department of Commerce approved Gallatin County's TSEP application and issued a grant award for the Project, the Parties commit to provide a percentage of matching funds as proposed in the TSEP application for construction. The following amounts equate to each percentage defined in the application and multiplied by the

estimated costs at the time of the submitted application. Each county agrees to contribute the defined percent herein based upon the final actual construction cost which may be more or less as follows:

- A. Broadwater County will contribute, in cash, 12.5% which is currently estimated at ONE HUNDRED TEN THOUSAND THIRTEEN DOLLARS (\$110,013) of the matched Construction portion of Project costs;
 - B. Jefferson County will contribute, in cash, 37.5% which is currently estimated at THREE HUNDRED FORTY THOUSAND THIRTY EIGHT DOLLARS (\$340,038) of the matched Construction portion of Project costs; and
 - C. Gallatin County will contribute, in cash, 50% which is currently estimated at FOUR HUNDRED FORTY FIVE THOUSAND FIFTY-ONE DOLLARS (\$445,051) of the matched Engineering and Construction portion of Project costs.
3. PROJECT ADMINISTRATION: Gallatin County is responsible for managing the TSEP grant requirements and deliverables, managing the engineer contract for final design and construction contract administration, and managing the MOU agreements with Broadwater County and Jefferson County. Gallatin County names Jamie Grabinski as the contact person who shall act as the liaison between Gallatin County and Jefferson County. Jefferson County names Cory Kirsch as the contact person who shall act as a liaison between Jefferson County and Gallatin County. And, Broadwater County names Darrel Folkvord as the contact person who shall act as a liaison between Broadwater County and Gallatin County. Gallatin County will complete the following deliverables:
- A. Submit quarterly financial and project progress status reports to MT Treasure State Endowment Program (TSEP)
 - B. Submit quarterly financial reimbursement requests to Broadwater County and Jefferson County for project construction costs.
 - C. Broadwater County will pay their portion of the quarterly reimbursement request for construction expenses within 30 days receipt of request to Gallatin County.
4. LONG-TERM OPERATION & MAINTENANCE. The long-term operation and maintenance of the Meridian Bridge will continue to be funded by Gallatin County on the south side of the bridge and Jefferson County on the north side of the bridge.
5. DURATION. This MOU will remain in effect until terminated in writing pursuant to Section 5 below.

6. TERMINATION. A party may terminate its participation in this MOU upon thirty (30) days advance written notice to the other parties, if either of the two other parties materially fail to comply with the MOU's terms. The two non-terminating parties may then elect to continue or terminate the MOU.

GENERAL PROVISIONS.

- A. Each party shall solely be responsible for any and all claims, demands, and causes of action filed by third parties arising out of the activities of the party's own officers, employees, or agents pursuant to this MOU.

- B. All notices made pursuant to this MOU shall be delivered by certified mail to the Parties at the following mailing addresses:

Broadwater County Commission
515 Broadway Street
Townsend Montana 59644

Jefferson County Commission
P.O. Box H
Boulder, Montana 59632

Gallatin County Commission
311 West Main Street
Bozeman, Montana 59718

- C. This MOU shall be governed and interpreted according to the laws of the State of Montana.
- D. Section headings are for convenience only and are not intended to define or limit any provisions of this MOU.
- E. The provisions of this MOU are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision.
- F. The waiver or failure to enforce any provision of this MOU shall not operate as a waiver of any future breach, of any such provision or any other provision. No covenant, term, or condition of this MOU shall be deemed waived by either party unless such waiver shall be reduced to writing and signed by the Parties.
- G. This document represents the entire and integrated agreement among the Parties and supersedes all prior negotiations, agreements or representations, either written or oral.
- H. This MOU may be amended only by written instrument signed by the Parties.
- I. The Parties respectively, bind themselves, their successors, assigns and legal representatives to the other party and to the successors, assigns and legal representatives with respect to, all covenants, terms, or conditions of this MOU. No party may assign this MOU without the written consent of the other two parties.

- J. The original signed MOU will be filed with the Gallatin County Clerk and Recorder. A copy of the original signed MOU has the same force and effect as the original.
- K. The Parties will execute any additional documents and cooperate as reasonably necessary to effectuate the terms of this MOU.

[SIGNATURE PAGE FOLLOWS]

BROADWATER COUNTY, MONTANA

Mike Delger, Chair
Board of County Commissioners

Date

ATTEST:

Doug Ellis, Clerk & Recorder

Date

JEFFERSON COUNTY, MONTANA

Cory Kirsch, Chair
Board of County Commissioners

Date

ATTEST:

Bonnie Ramey, Clerk & Recorder

Date

GALLATIN COUNTY, MONTANA

Scott MacFarlane, Chair
Board of County Commissioners

Date

ATTEST:

Eric Semerad, Clerk & Recorder

Date

**A RESOLUTION REQUESTING DISTRIBUTION OF
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS**

Resolution _____

WHEREAS, the Bridge and Road Safety and Accountability Account requires the Montana Department of Transportation to allocate accrued funds to cities, towns, counties, and consolidated city-county governments for construction, reconstruction, maintenance, and repair of rural roads, city or town streets and alleys, bridges, or roads and streets that the city, town, county, or consolidated city-county government has the responsibility to maintain; and,

WHEREAS, a city, town, county, or consolidated city-county government that requests funds under the Bridge and Road Safety and Accountability Account must match each \$20 requested with \$1 of local government matching funds; and,

WHEREAS, a city, town, county, or consolidated city-county government requesting distribution of allocated funds may make such a request to the Department of Transportation between March 1 and November 1 of the year the funds were allocated; and,

WHEREAS, the project(s) to be funded is General Road Maintenance _____

(add additional pages if necessary to describe multiple projects); and,

WHEREAS, the local match for the allocated funds has been budgeted from Road General Fund _____ *(list source (road fund, general fund, etc.) of funds from which matching funds are being provided).*

THEREFORE, NOW BE IT RESOLVED THAT:

1. Broadwater _____ County requests distribution of its share of the allocated Bridge and Road Safety and Accountability funds to be used for the projects identified herein.
2. That the Commission hereby empowers and authorizes a Commissioner or other staff to execute such further documents as may be necessary to facilitate the distribution of said funds.

Adopted this _____ day of _____, 2021.

Chair

Commissioner

Commissioner

ATTEST:

Clerk & Recorder



Broadwater County Commissioners

Mike Delger ~ Darrel Folkvord ~ Debi Randolph

515 Broadway St. ▪ Townsend, MT 59644 ▪ commissioners@co.broadwater.mt.us

August 9, 2021

Agreement Regarding Toston Bridge

There is currently a dispute between Broadwater County and the State of Montana Department of Transportation over ownership of the bridge on a portion of route L04415, commonly referred to as the Highway 287 Bypass, over the Missouri River near Toston, commonly called the Toston Bridge. There are public safety concerns regarding the Toston Bridge and as a result the parties have reached the following agreement.

Both parties acknowledged that the bridge might require routine maintenance, including but not limited to, decking repair, the removal of debris in the river or posting weight limit signs while the matter of bridge ownership is pending. Both parties agree that either party may conduct routine maintenance on the bridge, and such actions will not be utilized or offered as proof in any judicial proceeding as a claim of ownership.

For public safety, the Toston Bridge may need to be closed to all traffic in the foreseeable future. If it is determined by the State of Montana Department of Transportation that the structure needs to be closed to all traffic, it is agreed by both parties that MDT may close it according to State and Federal guidelines. If Broadwater County determines the bridge needs to be closed due to a public safety emergency or structural danger, both parties agree that Broadwater County may close the bridge under its emergency powers. Either party closing the Toston Bridge to all traffic as a result of safety concerns does not constitute ownership of Toston Bridge.

It is agreed that neither party is admitting any ownership over the bridge by entering into this agreement.

Debi Randolph
Commissioner, District 1
drandolph@co.broadwater.mt.us
406.980.2050

Mike Delger
Commissioner, District 2
mikedelger@co.broadwater.mt.us
406.521.0834

Darrel Folkvord
Commissioner, District 3
dfolkvord@co.broadwater.mt.us
406.980.1213

Stephanie Brandenberger, PE
Bridge Engineer
State of Montana Department of Transportation

Mike Delger, Chairman
Broadwater County Commission

Debi Randolph
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drandolph@co.broadwater.mt.us
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