

BROADWATER COUNTY COMMISSIONERS

515 Broadway, Townsend

Meetings are held at the Flynn Building (old Opportunity Bank) 416 Broadway
Agenda, documents, Official Meetings Minutes and videos of Commission meetings are
available and at <https://www.broadwatercountymt.com>

**OFFICIAL agendas are posted in the Courthouse (1st Floor Bulletin Board),
Broadwatercountymt.com, and in the window of the Flynn Building on the Thursday
before the Commission Meetings. Working Meetings are not live streamed**

June 27th Monday

- 10:00 AM Discussion and Decision: Nick Rauser Broadwater County Sheriff
Office Captain Select Vendor for Sheriff Office Body Scanner
- 10:10 AM Discussion and Decision: Department of Commerce Big Sky
Economic Development Trust Fund Program Perma Frost Contract
MT BSTF 1-22-01
- 10:15 AM Discussion and Decision: BCDC Grant Writing Training and
Family Promise Project Grant \$8,000 and

June 28th Tuesday

- 11:00 AM Working meeting with the Department of Revenue

June 29th Wednesday

- 10:00 AM Discussion and Decision: Steve McCullough Broadwater County
Trust Board, Request to approve grant \$395,172 for Gazebo at the
Fair Grounds and approve grant \$50,733 to County Rec Board for
Pavilion at the Holloway Park.
- 10:10 AM Discussion and Decision: Nichole Brown Subdivision Fees
Resolution
- 10:15 AM Public Hearing Final Annual 2022-2023 Budget
- 10:20 AM Discussion and Decision Final 2022-2023 Budget

10:30 AM Discussion: Dean Nelson Montana Opticom and Nathan Bilyeu Jackson, Murdo & Grant P.C. A resolution of the Broadwater County Commissioners authorizing the issuance of a 90-day notice and comment period under 26 usc § 142(n) for the purpose of receiving comments to be considered at a later Public Hearing regarding the issuance of conduit exempt facility broadband bonds on behalf of Montana Opticom for the construction of fixed, terrestrial broadband service infrastructure.

• **Addition to the Agenda June 30th Thursday**

11:00 AM Working Meeting with Justin Folsom Legislative Director with Senators Tester's Office

Public comment period (on items not on the agenda) 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
- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes
- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Darrel Folkvord Chairperson 406-266-9272 and 406-980-1213
Debi Randolph 406-266-9270 and 406-980-2050
Mike Delger 406-266-9271 and 406-521-0834
E-mail commissioners@co.broadwater.mt.us

Broadwater County Trust Board

515 Broadway
Townsend, MT 59644
Steve McCullough, Chairman
406-980-0181
Jessie Underwood, Assistant
406-521-0048
junderwood@co.broadwater.mt.us

TO: Broadwater County Commissioners
DATE: June 14, 2022
RE: Approved Grant

Dear Broadwater County Commissioners,

The Broadwater County Trust Board held a special grant request approval meeting on June 14th, 2022. At this meeting, the Board voted to approve a grant request received on May 31st, 2022, and reviewed on June 7th, 2022, from the Broadwater County 4-H. The amount the Trust Board approved is \$300,000.00. The grant will be used to construct a pavilion at the Fairgrounds. The Trust Board requests that the Commissioners also approve this grant request using Trust Board funds at your next meeting.

Thank you,



**Steve McCullough
Trust Board Chair**

Broadwater County Trust Board

515 Broadway
Townsend, MT 59644
Steve McCullough, Chairman
406-980-0181
Jessie Underwood, Assistant
406-521-0048
junderwood@co.broadwater.mt.us

TO: Broadwater County Commissioners
DATE: June 14, 2022
RE: Approved Grant

Dear Broadwater County Commissioners,

The Broadwater County Trust Board held a special grant request approval meeting on June 14th, 2022. At this meeting, the Board voted to approve a grant request received on June 7th, 2022 from the Broadwater County-City of Townsend Recreation Board. The amount the Trust Board approved is \$50,733.00. The grant will be used to construct a pavilion at Holloway Park. The Trust Board requests that the Commissioners also approve this grant request using Trust Board funds at your next meeting.

Thank you,


Steve McCullough
Trust Board Chair

**MONTANA DEPARTMENT OF COMMERCE
BIG SKY ECONOMIC DEVELOPMENT TRUST FUND PROGRAM
CONTRACT # MT-BSTF-1-22-01**

This Contract is entered into by **Broadwater County**, Montana (the "Contractor"), and the **Montana Department of Commerce**, Helena, Montana (the "Department").

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

Section 1. PURPOSE

The purpose of this Contract is to provide funding for Big Sky Economic Development Trust Fund Program ("BSTF" or "Program") Economic Development Job Creation Project activities approved by the Department, which the Contractor has applied for project funds, pursuant to Sections 90-1-201 et seq., Montana Code Annotated (MCA).

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 1, Part 2, Montana Code Annotated, and the Administrative Rules of Montana, Title 8, Chapter 99.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Contractor's application for Program assistance and all appendices thereto, including any written modifications resulting from the review of the application by the Department (collectively, the "Project"), is incorporated into this Contract by this reference and the representations made therein are binding on the Contractor.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Contractor shall comply with all applicable local, state, tribal, and federal laws, regulations, ordinances, and resolutions, and all administrative directives and procedures established by the Department, including all the provisions, guidelines and requirements set forth on the Program's website: <http://bstf.mt.gov>.
- (b) The Contractor expressly agrees to repay to the Department any funds advanced under this Contract that the Contractor, or its contractors, subcontractors, or sub recipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any applicable local, state, tribal, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect on **September 30, 2021** and will terminate upon completion of the final closeout by the Department, or by **September 30, 2022**, whichever comes first, unless otherwise terminated in accordance with the terms of this Contract. The employment level of **Permafrost Coolers, LLC** one day prior to the contract effective date is **12** permanent, full-time employees onsite, per the certified baseline job report.
- (b) All Program award monies must be expended by the Contractor within the timeline specified in the Contractor's application, which by reference is made a part of this Contract. The Contractor may modify the implementation schedule set forth in the Contractor's application only upon obtaining prior approval of the Department.
- (c) Each party, after termination of this Contract, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the contract including, but not limited to, record retention, audits, and indemnification.
- d) The Department reserves the right to extend this Contract based on but not limited to the Contractor's performance of the contracted activities, the Contractor's compliance with program requirements and the availability of program funding.

Section 6. SCOPE OF WORK

Program funds have been awarded to assist the Contractor and **Permafrost Coolers, LLC, 487 Lone Mountain Road, Toston, MT** (the "Assisted Business") with **purchase of construction materials, machinery and equipment and for wage reimbursement** and the creation of jobs in Montana.

The Assisted Business has agreed to create **5** eligible net new jobs at the project site located at **Broadwater County** (the "Project Site") in the Contractor's jurisdictional area within the Contract time period. An eligible net new job is defined as one that is new to the company and has not been filled before **September 30, 2021**. Eligible new job criteria is a full-time job, meaning a predominantly year-round position requiring an average of 35 hours of work each week, and pays wages that meet or exceed **\$15.00** per hour, before the value of benefits is added.

In addition, the Contractor and the Assisted Business have agreed to a total new investment at the Project Site, which is equal to or greater than **\$1 for every \$1** of BSTF financial assistance received, within this Contract time period.

Section 7. BUDGET

- (a) The total amount to be awarded to the Contractor under this Contract will not exceed **\$21,500** to be used as follows:
- Up to **\$19,780 (or \$3,956 per net new job)** to assist the Assisted Business with the **purchase of construction materials, machinery and equipment and for wage reimbursement**; and
 - Up to **\$1,720 (or \$344 per net new job)** for eligible administrative expenses.
- (b) The Project budget is set forth in the application, as submitted by the Contractor and approved by the Department, and as specifically incorporated by this reference. The Department must approve budget adjustments to the Project in advance. To obtain approval of a budget adjustment, the Contractor shall describe the rationale for a budget adjustment in writing to the Department.
- (c) Any Project expenses the Contractor fails to incur on or before **September 30, 2022** will revert to the Big Sky Economic Development Trust Fund.
- (d) The total amount to be awarded to the Contractor under the Contract shall be up to **\$4,300** per eligible net new job created by the Assisted Business for documented costs with reimbursement not to exceed a total of **\$21,500** for the entire Contract. The Department will not reimburse the Contractor for any costs incurred prior to **September 30, 2021**, nor for any expenses not included in the approved budget or not clearly and accurately supported by the Contractor's records.

Section 8. ACCESS TO AND RETENTION OF RECORDS

The Contractor shall create and maintain records of the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, and to provide the Department, Montana Legislative Auditor, or their authorized agent's access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.) The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Contractor's offices in **Townsend**, Montana.

Section 9. LIAISONS

For the Department:

Anmarie Robinson (or successor)

Section Manager, Big Sky Economic Development Trust Fund Program, MDOC
P.O. Box 200505
Helena, MT 59620-0505
406-841-2250

For the Contractor:

Darrel Folkvord (or successor)
Chair, Broadwater County
515 Broadway
Townsend, MT 59644
406-226-9236

Section 10. METHOD OF REIMBURSEMENT

- (a) The Contractor and the Assisted Business shall satisfy the matching funds requirements consistent with the purposes expressed in the application during the period of the Contract and shall meet or exceed the **1:1** required match ratio.
- (b) Unless otherwise authorized by the Department, the Contractor may receive award funds periodically over the Contract period only upon documenting the expenditure of the required matching funds and the creation of the eligible net new jobs by the Assisted Business, and after incurring eligible expenses.
- (c) The Department will use funds appropriated for the Program to fund awards to those entities that have received a Notice of Award letter. The Contractor acknowledges that its access to Program funds is subject to their availability.
- (d) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Contractor to request payment from Program funding awarded for the Contractor's Project. In requesting reimbursement, the Contractor will follow the instructions supplied by the Department.
- (e) The Contractor shall satisfy the matching funds requirements consistent with the purposes expressed in the Contractor's application during the period of the Contract.
- (f) The Department will only release funds to reimburse eligible and documented costs. Funds can be requested by sending a Request for Payment, in the format prescribed by the Department, signed by duly authorized representatives of the Contractor.
- (g) As further set forth in Section 4 ACCEPTANCE OF PROGRAM REQUIREMENTS, and Section 17 TERMINATION OF CONTRACT, if the Contractor fails to or is unable to comply with any of the terms and conditions of this Contract, any costs

incurred will be the Contractor's sole responsibility and the Contractor agrees to repay to the Department any funds advanced under the Contract.

- (h) Once the Department has determined a Request for Payment to be complete, the Department is allowed thirty (30) working days to process a Request for Payment. The Contractor shall provide signatory and banking information at the time of Contract execution in order to facilitate electronic funds transfer payments. The Department may withhold payments to the Contractor if the Contractor has breached the terms of this Contract.
- (i) If actual Project expenses are less than projected in the budget, the Department, at its discretion, may reduce the amount of BSTF funds to be provided to the Contractor accordingly.
- (j) If the Department determines that the Contractor has failed to satisfactorily carry out its responsibilities under this Contract, the Department may withhold payment to the Contractor until such time as the parties agree on a plan to remedy the deficiency.
- (k) The Department reserves the right to withdraw a commitment of any Program funds for projects not ready to proceed within three (3) months after the date of tentative award.
- (l) If the Assisted Business creates an eligible new job but fails to sustain that job for the requisite duration, then the Contractor shall reimburse the Department all funds received for that job. If the Assisted Business fails to create the required number of jobs, then the Contractor shall reimburse the Department the difference between the total amount advanced and the amount attributable to actual jobs created. If the Assisted Business ceases operation at the Project Site, then the Contractor shall reimburse the Department all funds received under this Contract.
- (m) At the request of the Department, Requests for Payment for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with contract requirements.
- (n) The Contractor may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.
- (o) The Department will withhold ten percent (10%) of the total amount awarded to the Contractor until the Department approves the complete job creation project and all tasks outlined in Section 6 SCOPE OF WORK are completed by the Contractor and approved by the Department.

Section 11. REPORTING REQUIREMENTS

- (a) Quarterly Project Progress Reports. Unless otherwise specified by the Department, the Contractor will also submit Project Progress Reports quarterly to the Department until the Contractor receives Contract closeout approval from the Department. The Project Progress Report must be provided on or before **April 30th** to cover the January 1-March 31 reporting period, **July 31st** to cover the April 1-June 30 reporting period, **October 31st** to cover the July 1-September 30 reporting period, and **January 31st** to cover the October 1-December 31 reporting period, for each year of the Contract period and at closeout of the Contract. These reports will describe the status of the activities set forth in Section 2 SCOPE OF WORK, including, at a minimum:
- Certified employment documentation from the Assisted Business that includes the breakdown of jobs created, using the Job Status Spreadsheet with Progress Report and Job Certification Form. Narrative Progress Report should include the following items:
 - detailing progress towards achieving the hiring objectives and project goals that were described in the application;
 - projected completion date;
 - any difficulties encountered in working towards these goals;
 - any changes within the assisted business structure, business name or changes to its registration with the Montana Secretary of State's office;
 - any other pertinent information.
- (b) The report must also describe any significant problems encountered in carrying out the Project and the scope of any necessary modifications the Contractor is requesting in the SCOPE OF WORK, BUDGET, or Project implementation schedule. The State, at its discretion, may decline to honor the final ten percent (10%) Request for Payment if any required project progress reports have not been submitted.
- (c) Request for Payment with Report. Request for Payment with reports must include all items listed in Section 9(a), plus the following:
- The Request for Payment Form signed by two authorized representatives,
 - Project Progress Report detailing progress towards achieving the hiring objectives and project goals that were described in the application as well as describing any difficulties encountered in working towards these goals,
 - Approved documentation verifying eligible costs were incurred,
 - Documentation of matching funds expended to date.
- (d) Project Closeout. Upon completion of the final Project, the Contractor will submit a signed final Project Completion Report. The Project Completion report should

include all items in Section 9(a) and (c), with a request for payment for the final 10% of the award.

- Once the Department accepts the final Project Completion Report and the final payment is processed, the Contractor will complete a Closeout Certification Form.
- Once the Department approves the Closeout Certification Form from the Contractor, the Department will officially closeout the project and send a letter of closeout to the Contractor.

The Department may request additional documentation, when in the exercise of its judgment such documentation is needed to confirm performance. To assist the Department with program performance reporting, the BSTF award recipient may be required to provide annual project updates for 3 years after the close of the contract.

Section 12. PROJECT MONITORING

- (a) The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Contractor's performance to determine compliance with the SCOPE OF WORK, the proper use of Program funds, and other technical and administrative requirements of this Contract, including the adequacy of the Contractor's records and accounts. The Department will advise the Contractor of any specific areas of concern and provide the Contractor opportunity to propose corrective actions acceptable to the Department.
- (b) Failure by the Contractor to proceed with reasonable promptness to take necessary corrective actions shall be a default. If the Contractor's corrective actions remain unacceptable, the Department may terminate this Contract in whole or in part or reduce the contract price or award to reflect the reduced value of services received.
- (c) During the term of the Contract, the Department may plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the Department in the performance of their respective obligations. These progress meetings may include the parties' liaisons and any other additional personnel involved in the performance of the contract as required. At each such meeting, the Contractor may be requested to provide the Department with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. Contractor may be requested to identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

- (d) The Contractor is required to meet with the Department's liaison to resolve technical or contractual problems that may occur during the term of the Contract, at no additional cost to the Department. Meetings will occur as problems arise and will be coordinated by the Department. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of the Contract.

Section 13. NOTICE

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons either by regular mail or personal service.

Section 14. REFERENCE TO CONTRACT

The Contract number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the Contract.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the Contract without the express written consent of the Department.

Section 17. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the Contract in whole or in part at any time the Contractor fails to perform the Contract. In the event of termination due to the Contractor's failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Contractor. However, at its sole discretion, the Department may approve requests by the Contractor for reimbursement of expenses incurred. The Department may, at its sole discretion, terminate or reduce the scope of the Contract if available funding is eliminated or reduced for any reason.

Section 18. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016.

Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Contractor must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of the monies, and delivery of services provided through this Contract.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

The Contractor will comply with all applicable laws regarding the avoidance of conflict of interest. In addition, the Contractor agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor accepts responsibility for supplying, and requiring all subcontractors to supply, the Department with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the Department within 10 working days of the execution of this Contract, and must be kept current for the entire term of the contract.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Contractor, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the

Contractor and the Department, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Department and the Contractor.

Section 23. INSURANCE

- (a) General Requirements. Contractor shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the duties and obligations in the Contract by Contractor, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The Department, its officers, officials, and employees are to be covered as additional insured for all claims arising out of the use of award proceeds provided by the State of Montana.
- (b) Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the State of Montana, its elected or appointed officers, officials, and employees and the state's insurance shall not contribute with it.
- (c) General Liability Insurance. At its sole cost and expense, the Contractor shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (d) Professional Liability Insurance. Contractor shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- (e) Property Insurance. At its sole cost and expense, the Contractor shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map

at <http://www.rmtd.mt.gov/content/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the contract.

- (f) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Contractor shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Contractor's insurance policy including endorsements at any time.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

The Contractor agrees to protect, defend, and save the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, to the extent arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of Contractor's negligence in connection with services performed or omissions of services or in any way resulting from the negligent acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, contractors, subcontractors, except the sole negligence of the Department under this agreement.

Section 25. DEFAULT

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

Section 26. DEBARMENT

The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, or subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency. If the Contractor cannot certify this statement, it has attached a written explanation for review by the Department.

Section 27. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 28. SEPARABILITY

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

Section 29. ARBITRATION

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

Section 30. NO WAIVER OF BREACH

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

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

Section 32. REGISTRATION WITH SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with Montana laws. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

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

Section 33. INTEGRATION

This contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding. Amendments to this contract must be signed by both parties.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed on the dates set out below.

By: _____
Darrel Folkvord, Chair
Broadwater County
Date

ATTEST:

Angie Paulsen, County Clerk and Recorder
Date

By: _____
Liane Taylor, Division Administrator
Montana Department of Commerce
Date



National Family Promise originated in New Jersey in 1986 and Helena has been affiliated with Family Promise since 2011. FP's mission "is to help families experiencing homelessness and low-income families achieve sustainable independence through a community-based response." There are affiliates in 46 states and 5 affiliates in Montana.

Since COVID-19, First Christian Church is the overnight location all the time and families eat all their meals at the Day Center. We hope to transition back to our pre-pandemic model in the coming months.

The pandemic has been a stimulus to become more agile and provide services to more families affected by economic stress. Usually, up to three families are officially in the shelter program at any one time, Family Promise of Greater Helena helps many more with case management and coordination of services with other non-profits like Salvation Army, Habitat for Humanity, YWCA and God's Love homeless shelter, Our Place, just to name a few.

Guest participants attend budget, parenting and renters' classes. Many of them mesh with Career Training Institute in Helena, work toward their GED while in the program or participate in AWARE (a non-profit offering community-based support for people with mental health and developmental disabilities). A new partner with FP is Program for Assertive Community Treatment (PAC), a long-term program for intensive mental health care. And we are in the process of finalizing an agreement with 2 Mental Health providers to provide emergency on call services to our organization. This is a service we have seen a dramatic need increase for in the past 18 months and have worked on an agreement for services for the past 6 months, so this coming to fruition is a valuable service.

In 2021 we continue to serve families with 24 graduating in the 2021 year, our primary shelter being First Christian Church. We have remained at capacity and have had a constant wait list of 9 to 14 families since January 2021. We attempted a soft opening of other shelter locations and hosting dinners with the Church volunteers. That attempt was short lived because we had a community uptick in positive COVID cases and determined we needed to continue with caution in our program.

We received a grant from National for a prevention diversion pilot program, that was matched with funds from the Gianforte foundation. In the pilot program we have served 30 families to date with assistance varying from rent assistance, landlord mediation, programs to address individual needs, financial literacy/ budgeting, job/ employment assistance, childcare, and other as deemed necessary. At this time the pilot program is truly customized based on the needs of the family and is very flexible in the services we can offer. The Gianforte Foundation is providing us with their marketing expert to do a media blast in the next 4 weeks. We are currently developing what the content will be with a goal of community awareness and reaching potential funders.

2020 By the Numbers

shelter and case management:

Includes temporary/ transitional housing, all programs including case management, food support, transition aftercare.

- 66 Family units were served with shelter and case management in 2021 compared to 12 in 2019
- 189 individuals
- 102 children

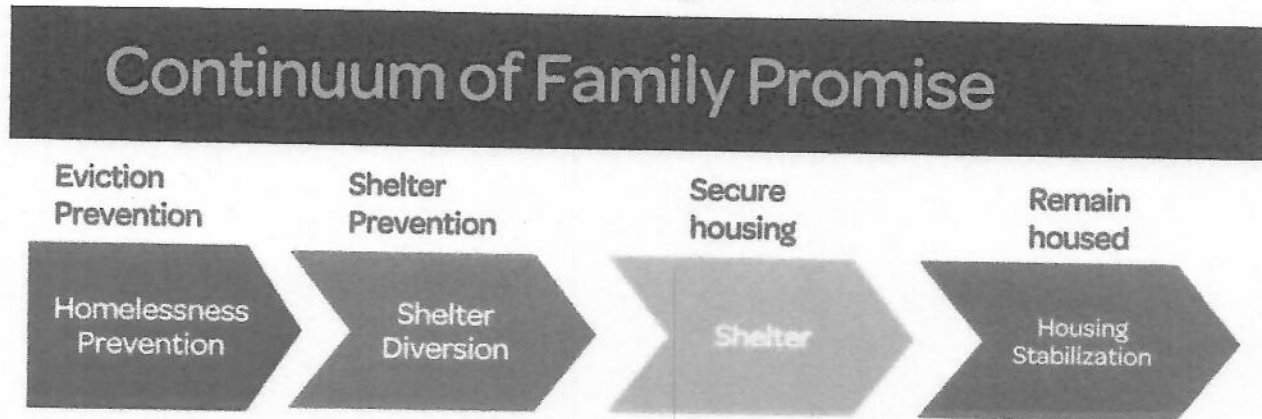
Diversion

Homelessness preventative programing, rent assistance, utilities assistance, food support.

- 102 individuals
- 36 families
- 37 children

Prevention

Since 2011, Family Promise of Greater Helena has a long successful history of working in our community to effectively assist families experiencing homelessness



Comprehensively addressing the needs of families with children who are experiencing homelessness, Family Promise of Greater Helena has operated a successful rotational shelter program for over 10 years. Our planned expansion enhances our programming to further include a full-service facility with onsite shelter.

Ready to move forward, our active Board of Directors has planned for this expansion. Our proven successful experience helping homeless families is sustained by hundreds of trained volunteers, a multitude of generous donors, a professional staff, and complimentary community organizations. With our community supported programming providing shelter, meals, groceries and life skills education, proven results are shown by families overcoming the perils of homelessness and becoming sustainably housed.

Our mission is to serve our communities most vulnerable, the children. Helena Public Schools most recent count indicates there are 400 homeless children in the community. As the unseen and unheard homeless, they fail to seek services simply by not knowing they exist. Every child deserves a safe secure environment to grow, which is our focus and priority

Our expansion plans are built on the foundation of staying true to our roots and core values. In order to serve as many as possible, we will continue to maintain rotational sheltering model. This model has proven success, engages our many community volunteers and is an efficient and cost effect way to utilize space in the community. By facility expansion with on-site static shelter and programming, we offer a broader continuum of care enhancing our support mechanisms that ultimately equip our currently homeless families with skills for long-term sustainable housing.

- 102 individuals
- 31 families
- 74 children

Permanent housing

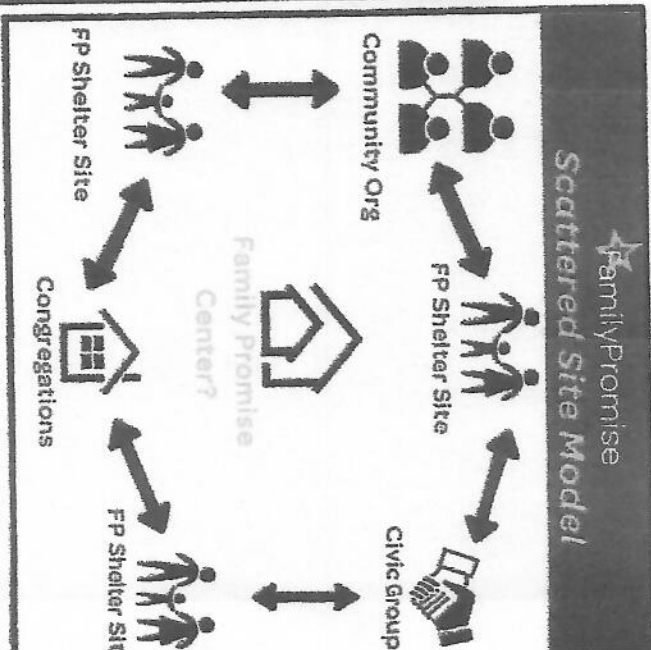
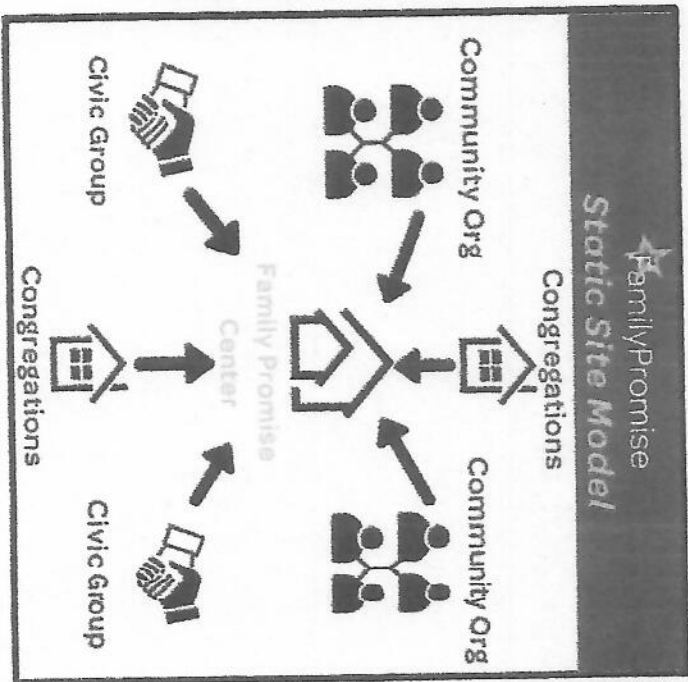
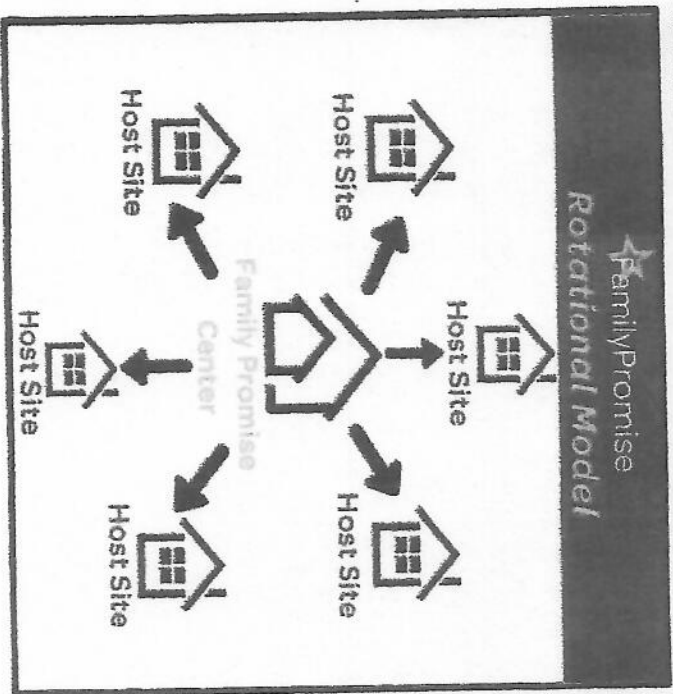
- 96 individuals
- 24 families
- 50 children

Total individuals served with all services:

Includes food support, rental assistance, programs, rental deposit, utilities assistance, transportation assistance, employment assistance, clothing and basic emergency needs, household furniture and supplies, cell phone services, childcare.

- 2650 individuals
- 725 families
- 1600 children

Family Promise Shelter Models





**Affiliate Expansion Grant
May 2022**

An Affiliate Expansion Grant awarded to Family Promise of Greater Helena in the amount of **\$15,000** shall be used to create new programming in a new community not currently served or involving volunteer/community engagement. This new community could include a neighboring county or city, or expansion into an adjacent region. The goal is twofold: serve more households and to increase Family Promise's influence on service provision in more communities.

Grant Overview

- Grant funding must be used to create new programming in a new community not currently served or involving volunteer/community engagement.
- This grant is for Affiliates in good standing.
- Affiliates must report metrics each quarter via FormAssembly. The metrics include questions related to the progress on expansion efforts, the description of the new program/satellite site, the families, individuals, and children served through the new program, and the funds spent. The reporting deadlines are as follows:
 - September 2, 2022
 - December 2, 2022
 - March 3, 2023
 - June 3, 2023
- This grant requires a \$15,000 pledge match from a new source or donor. Affiliates will be sent the first 75% of the grant, and the remaining 25% of the grant once the match funds are acquired. Match funds must be acquired after this MOU is signed. Affiliates can report to this [form](#) once they have acquired the \$15,000 match.
- Funding Breakdown:
 - There is an allowance of up to 10% towards overhead costs. An example of an overhead cost is the time staff spends monitoring the project KPIs and report on outcomes. Overhead is *not* salary cost for programmatic staff - that is a program expense.

This memorandum of understanding outlines the basic agreement between your Affiliate and Family Promise National to receive funding as part of the Affiliate Expansion Grant.

The Affiliate Agrees to:

1. Report metrics once each quarter.
2. Obtain the \$15,000 pledge match from a new source.
3. Dedicate the necessary staffing to a) run this program effectively (ex. time for training, running the program, fundraising, data tracking and reporting) and b) track the necessary metrics:
 - Progress on expansion efforts
 - Description of the new program / satellite site
 - Families, individuals, and children served through the new program
 - Funds spent

Affiliate
Director

Initials

RB

DS

RB

DS

RB

4. Participate in group and individual calls as well as share learnings with Family Promise National to help other Affiliates implement effective programs.

DS
RB

Family Promise Agrees to:

- Provide necessary trainings, templates, and ongoing support to meet the grant requirements, as needed.
- Provide funding when Affiliates signs MOU.

DocuSigned by:

Renee Bauer

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Affiliate Director Signature

5/23/2022

Affiliate Director Date Signed

Family Promise COO Signature

Family Promise COO Date Signed



RESOLUTION _____

**A RESOLUTION OF THE BROADWATER COUNTY COMMISSIONERS
AUTHORIZING THE ISSUANCE OF A 90-DAY NOTICE AND COMMENT PERIOD
UNDER 26 USC § 142(n) FOR THE PURPOSE OF RECEIVING COMMENTS TO BE
CONSIDERED AT A LATER PUBLIC HEARING REGARDING THE ISSUANCE OF
CONDUIT EXEMPT FACILITY BROADBAND BONDS ON BEHALF OF MONTANA
OPTICOM FOR THE CONSTRUCTION OF FIXED, TERRESTRIAL BROADBAND
SERVICE INFRASTRUCTURE.**

BE IT RESOLVED by the Board of County Commissioners of Broadwater County, Montana (the “County”) as follows:

WHEREAS, the County is authorized by Title 90, Chapter 5, Part 1, Montana Code Annotated, as amended (the “Act”) to issue industrial development revenue bonds (the “Bonds”) for the financing of acquisitions and improvements to real and personal property suitable to use for commercial, manufacturing, agricultural, or industrial enterprises where the improvements are in the public interest of the County and to provide money from such financing to be used for the acquisition, construction, equipping, and installation of such improvements by a loan to a company or to be owned by a company being solely responsible for all obligations under the Bonds and all costs of issuing the Bonds;

WHEREAS, Montana Opticom, a Montana limited liability company (the “Company”), has advised the County that it proposes that the County issue the Bonds and loan the proceeds of the Bonds to the Company in order to (i) assist the Company with the financing of the costs of constructing an expansion of its fixed, terrestrial broadband network, with such construction to be located in Broadwater County, Montana, and other locations in Montana and (ii) pay other project-related costs and costs associated with the issuance of the Bonds (all together, the “Project”);

WHEREAS, it is proposed by the Company that the Bonds be issued, in whole or in part, as tax-exempt bonds as a “Qualified Broadband Project” under 26 U.S.C. § 142(n);

WHEREAS, the following are required in order to qualify a broadband project under 26 U.S.C. § 142(n):

(1) IN GENERAL.—For purposes of subsection (a)(16), the term ‘qualified broadband project’ means any project which—

(A) is designed to provide broadband service solely to 1 or more census block groups in which more than 50 percent of residential households do not have access to fixed, terrestrial broadband service which delivers at least 25 megabits per second downstream and at least 3 megabits service upstream, and

(B) results in internet access to residential locations, commercial locations, or a combination of residential and commercial locations at speeds not less than 100 megabits per second for downloads and 20 megabits for second for uploads, but only if at least 90 percent of the locations provided such access under the project

are locations where, before the project, a broadband service provider— “(i) did not provide service, or “(ii) did not provide service meeting the minimum speed requirements described in subparagraph (A).

(2) NOTICE TO BROADBAND PROVIDERS.—A project shall not be treated as a qualified broadband project unless, before the issue date of any issue the proceeds of which are to be used to fund the project, the issuer—

(A) notifies each broadband service provider providing broadband service in the area within which broadband services are to be provided under the project of the project and its intended scope,

(B) includes in such notice a request for information from each such provider with respect to the provider’s ability to deploy, manage, and maintain a broadband network capable of providing gigabit capable Internet access to residential or commercial locations, and

(C) allows each such provider at least 90 days to respond to such notice and request.

WHEREAS, prior to holding any of the meetings and the hearing required by the Act, the County must obtain the information necessary to make the findings required by 26 U.S.C. § 142(n) and must provide the 90-day notice and comment period required by 26 U.S.C. § 142(n);

WHEREAS, the Company proposes that it provide notices on behalf of the County as required by 26 U.S.C. § 142(n)(2) and that all responses thereto be directed to the County for consideration at a public hearing prior to any approval of the issuance of the Bonds; and

WHEREAS, if the bonds are ultimately approved, the County would be acting as a conduit issuer of the Bonds and would not incur any pecuniary liability or any charge upon its general credit or against its taxing powers as detailed in § 90-5-103(1), MCA

NOW, THEREFORE BE IT RESOLVED, by the County Commissioners of the County of Broadwater, Montana (the “County”) as follows:

Section 1. Approval of the Company’s Request to Notice Broadband Providers. This County Commission does hereby authorize the Company to send out notices compliant with 26 U.S.C. § 142(n)(2) on behalf of the County which is acting as the proposed conduit issuer of the Bonds. Such notice must comply with U.S.C. § 142(n)(2) and direct that all responses be provided directly to the County.

Section 2. No Current Approval of Bonds. This Resolution does not approve or authorize the issuance of the Bonds. Any such approval and authorization may only be provided, if at all, after all public notice, comment, meetings, and hearings required by Montana and federal law.

Dated this ___ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
BROADWATER COUNTY

_____, Chairman

ATTEST:

_____, Clerk of Board