

April 14, 2020

Contract 20-39

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Contract with One Degree Solutions, LLC to prepare a grant application for the Cascade County Sheriff Office's submission to the Bureau of Justice Assistance for Coronavirus Supplemental Funding Program

**INITIATED AND PRESENTED BY:** Undersheriff Cory Reeves  
Cascade County Sheriff's Office

**ACTION REQUESTED:** Approval of Contract 20-39

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**BACKGROUND:**

The Bureau of Justice Assistance has provided the opportunity for Cascade County to apply for supplemental FY 2020 funding to offset additional costs incurred in the Sheriff's Office due to the recent Coronavirus pandemic. One Degree Solutions, LLC is registered with the Montana Secretary of State as a consulting business. Staff from One Degree Solutions, LLC has considerable experience in justice work and the ability to collaborate with the Sheriff's Office on the writing of this grant application for a fee not to exceed \$4,500.00. If successful, funds from this grant will be used to offset the additional expense incurred by the Sheriff's Office as protective measures are implemented to protect the detainees in the Adult Detention Center from contracting or further transmitting the coronavirus.

**TERM:** Effective upon signature

**AMOUNT:** Not to exceed \$4,500.00.

**RECOMMENDATION:** Approval of Contract 20-39.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-39, a contract with One Degree Solutions, LLC to prepare a grant application for the Bureau of Justice Assistance FY 2020 Coronavirus Supplemental Funding Program at a cost not to exceed \$4500.00.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract 20-39, a contract with One Degree Solutions, LLC to prepare a grant application for the Bureau of Justice Assistance FY 2020 Coronavirus Supplemental Funding Program.

## GRANT WRITING SERVICES PROVIDED BY ONE DEGREE SOLUTIONS

**THIS CONTRACT** is entered into by and between One Degree Solutions, LLC, (One Degree Solutions) whose address and phone number are 2047 N. Last Chance Gulch, Helena, MT 59601 and 406-459-8613 and CLIENT whose address and phone number is Cascade County on behalf of the Cascade County Sheriff/Coroner's Office, located at 3800 Ulm North Frontage Road, Great Falls, MT 59404, (406) 454-6820.

### 1. EFFECTIVE DATE, DURATION, AND RENEWAL

**1.1 Contract Purpose.** This contract is for the Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding (CESF) Program Solicitation FY 2020 Formula Grant Solicitation and shall commence upon the date of this contract execution and shall terminate upon the submittal of the grant application.

**1.2 Contract Renewal.** One Degree Solutions welcomes the opportunity to renew this contract with the CLIENT for future products.

### 2. ROLES AND RESPONSIBILITIES OF PARTIES

One Degree Solutions shall develop and write the following grant application components, including:

- Project Abstract according to the specifications outlined in BJA-2020-18553, CFDA #16.034;
- Program Narrative;
- Agreed-upon attachments;
- A draft for CLIENT review and respond to CLIENT edits; and
- A final copy for the CLIENT 96 hours prior to the due date or sooner.

#### CLIENT RESPONSIBILITIES

The CLIENT shall be responsible for the following items related to the grant application submission:

- Budget;
- Budget Narrative;
- Ensure that the agency is registered in grants.gov;
- Ensure current DUNS and SAM registration;
- Completion of the SF-424;
- Provision of data and information related to the grant application within the time frame specified by One Degree Solutions; and
- Completion of forms and provision of supporting documents (e.g., Federal indirect cost rate, if applicable) in grants.gov as required by the application.

### 3. CONSIDERATION/PAYMENT

**3.1 Rate of Service.** In consideration of the grant writing services to be provided, the CLIENT shall pay One Degree Solutions at a rate of \$100/hour, not to exceed Four Thousand Five Hundred Dollars (\$4,500) including conference calls agreed upon by both parties. Should the projected number of hours appear insufficient for completion of the project, One Degree Solutions will contact the CLIENT immediately and the parties will discuss roles and responsibilities and make adjustments as necessary in order to stay within the budget.

**3.2 Payment Terms.** The CLIENT has 30 days to pay invoices. One Degree Solutions shall provide banking information at the time of contract execution in order to facilitate the electronic funds transfer payments. Payment must be made by electronic transfer of funds.

**4. REGISTRATION**

The Employer Identification Number (EIN) for One Degree Solutions is 81-3153505.

One Degree Solutions is registered with the Montana Secretary of State.

**5. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

One Degree Solutions shall comply with the provisions of the Montana Workers' Compensation Act while performing work for THE CLIENT in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. One Degree Solutions is not an employee of the CLIENT. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

**6. COMPLIANCE WITH LAWS**

One Degree Solutions 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. One Degree Solutions 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 One Degree Solutions subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. One Degree Solutions 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.

**7. FORCE MAJEURE**

Neither party is 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 nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

**8. CONTRACT AMENDMENTS OR CHANGES**

The terms, conditions, delivery, price, quality, quantities, or specifications of the contract may only be amended in writing and upon mutual agreement of the parties.

**9. LIAISONS AND SERVICE OF NOTICES**

**9.1 Contract Liaisons.** All work performed under this contract must be coordinated between One Degree Solutions and the CLIENT'S liaison.

<u>Cory Reeves</u> is the CLIENT'S liaison.	<u>Julie Patterson</u> is One Degree Solution's liaison.
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Cascade County Undersheriff	Owner, One Degree Solutions
Cascade County Sheriff/Coroner	2047 N. Last Chance Gulch #242
3800 Ulm North Frontage Road	Helena, MT 59601
Great Falls, MT 49404	406-459-8613
406-454-6820	<a href="mailto:Julie@OneDegreeSolutions.org">Julie@OneDegreeSolutions.org</a>
<a href="mailto:creeves@cascaedcountymt.gov">creeves@cascaedcountymt.gov</a>	

**10. CHOICE OF LAW AND VENUE**

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the Eighth Judicial District in and for Cascade County, State of Montana, and each party shall pay its own costs and attorney fees (18-1-401, MCA).

**11. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**11.1 Contract.** This contract consists of 4 numbered pages, a W-9 for One Degree Solutions, and the BJA Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation, CFDA #16.034.

**11.2 Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

**12. EXECUTION**

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

**ONE DEGREE SOLUTIONS**  
**Julie Patterson**  
**2047 N. Last Chance Gulch, #242**  
**Helena, MT 59601**

**EIN: 81-3153505**

BY: Julie Patterson, Owner  
(Name/Title)

Julie Anne Patterson  
(Signature)

DATE: April 7, 2020

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
James L. Larson, Chairman

\_\_\_\_\_  
Jane Weber, Commissioner

\_\_\_\_\_  
Joe Briggs, Commissioner

Attest

\_\_\_\_\_  
Rina Fontana Moore,  
Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:

Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Attachments

April 14, 2020

Contract 20-40

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** Contract with Great Falls Fencing  
for Aging Services Property

**INITIATED BY:** Cascade County Public Works Department

**ACTION REQUESTED:** Approval of Contract 20-40

**PRESENTED BY:** Les Payne, Interim Public Works Director

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**BACKGROUND:**

The Cascade County Public Works Department has been asked to have a chain-link fence installed on the East side of Aging Services property, located at 1801 Benefis Court, Great Falls, MT. Currently there is an existing six foot chain-link fence on the North, and South side of this property, but nothing on the East side, which allows individual's to access the property after hours, and this has resulted in damaged, and vandalized vehicles in the past. Cascade County Public Works has received a quote from Great Falls Fence, of Great Falls, MT, for a total cost of \$4100.00.

**RECOMMENDATION:**

After reviewing the quote from Great Falls Fence, staff recommends that the Board of County Commissioners award this contract to Great Falls Fence, located at 705 Vaughn South Frontage Road, Great Falls, MT 59404, for the installation of a six foot chain-linked fence, on the East side property of Aging Services, for the total cost to the County of \$4100.00.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

"Mr. Chairman, I move the Cascade County Commission **APPROVE** Contract 20-40: bid proposal from Great Falls Fence, for the installation of a six foot fence, at Aging Services, located at 1801 Benefis Court, for a total project cost of \$4100.00, and instruct staff to complete the process."

**MOTION TO DISAPPROVE:**

"Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Contract #20-40: bid proposal from Great Falls Fence, for the installation of a six foot fence, at Aging Services, located at 1801 Benefis Court, for a total project cost of \$4100.00."

## CONTRACT TERMS

1. Great Falls Fence shall furnish only the materials and labor specified in this contract. Any changes made from the specification, necessitating additional materials or labor shall not be included or covered by this proposal, but shall be provided for under a written job change order signed by the customer. Any surplus materials remaining upon the completion of the installation shall remain the property of and be returned to Great Falls Fence. When materials covered by this contract are for the replacement of or additions to existing equipment, Great Falls Fence shall in no way be responsible for the functioning of any part of the existing system on which changes are not made by Great Falls Fence nor exact matching of color, shape or size.
2. The customer, by accepting this Great Falls Fence contract, warrants that there are no known violations of any zoning, building, plumbing, electrical, or heating codes, regulations, laws, or ordinance of any duly constituted public authorities about the project site. Great Falls Fence assumes no liability for damage or repairs to underground sprinkler lines, sprinkler heads, or any other above or below ground obstruction or obstacles which have not been identified by customer in advance of initiating work. Great Falls Fence will notify UDIG for location of underground public utilities. The customer is responsible for locating private lines and notifying Great Falls Fence of their location.
3. Customer hereby assumes full responsibility for the location of the line upon which said fence materials are to be installed and Customer agrees to defend, hold harmless and indemnify Great Falls Fence from and against any and all claims, liabilities, and expenses for property damage, trespass and all other damage, loss or other liability of any kind arising from the installed location of said fence materials.
4. The customer by accepting the Great Falls Fence Contract, acknowledges that they shall be responsible for the payment and procurement of all necessary permits and/or fees prior to the commencement of work, where applicable. Customer also acknowledges that this estimate and contract does not include any permits and/or fees that may be required by any agency in connection with the installation of the requested fence. Customer agrees to defend, hold harmless and indemnify Great Falls Fence against any and all claims, liabilities and expenses relating to the failure of the customer to obtain or pay any required permits or fees. In the event that Customer's failure to obtain any necessary permits and/or pay any required fees to the appropriate agency causes a delay or stoppage of work on the project, Great Falls Fence shall have the right to be reimbursed for lost wages, travel time, re-mobilization costs and any other costs that may be caused by the delay, subject to the requirement that Great Falls Fence shall be required to take all reasonable steps to mitigate such damages.
5. The amount of this contract does not include the furnishing of any materials or labor necessitated by the occurrence of reasonably unforeseen circumstances subsequent to the date of this proposal or to any condition not readily discernible at the date of this proposal, which may result in an increased cost to Customer. Any such increase shall be immediately noticed to Customer in writing and agreed upon by Customer in writing in advance of proceeding with such work.
6. Great Falls Fence shall not be liable for any delays in the completion of an installation resulting from or due to labor difficulties, strikes, acts of God, weather, fire, explosion, government regulations, or causes beyond the control of Great Falls Fence.
7. This contract, consisting of three (3) pages, inclusive of the attached specifications and sketches shall constitute the entire agreement between the parties, which may not be altered or modified except by written agreement duly executed by the parties. Oral understandings and agreements between Great Falls Fence representatives and Customer representatives are not binding. This contract is valid for thirty days but is subject to actual changes in price of materials. If this contract is canceled before work has begun, the customer shall pay Great Falls Fence the lesser of 25% of the contract price or its reasonable out of pocket costs actually incurred, as stipulated damages for such breach.
8. If the parties cannot resolve any dispute arising out of this contract, both parties agree to have the matter settled by one-person arbitration, applying the rules of the American Arbitration Association, with the decision being final and binding. The parties shall bear their own costs and attorneys in the event of litigation or arbitration.
9. Except as provided for by paragraph 6 hereof, Great Falls Fence shall fully complete the installation no later than thirty (30) days after execution of the agreement. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.
10. Prior to commencing work under this agreement, Great Falls Fence shall purchase and maintain until final payment on all materials such insurance as will protect Great Falls Fence from claims which may arise out of or result from Great Falls Fence's operations under the agreement and for which Great Falls Fence may be legally liable. Great Falls Fence's proof of insurance shall be provided to County upon request and such coverages shall remain in full force and effect for the duration of this Contract. Great Falls Fence, if requested, will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.
11. Great Falls Fence agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.
12. Great Falls Fence may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206, and in such event shall pay Montana Davis Bacon wages.
13. Rock and Underground Clause Great Falls Fence reserves the right to charge extra for hand digs or other extra work necessitated

by sub-surface obstructions, rock, concrete, or asphalt not able to be seen above ground by estimator. If fill dirt has been used along fence line Great Falls Fence does not warrant against settling of posts due to lack of compaction. Ground must be 90% compacted or extra charges may apply. Additional labor will be charged at the standard Great Falls Fence hourly rate, plus any equipment costs. Great Falls Fence does not have the capability to determine ground compaction and therefore offers no guarantees or warranties pertaining to ground compaction.

14. Warranty: Great Falls Fence warrants all Chain Link, Wood, Poly Vinyl Chloride (PVC) and Ornamental Iron fence installations for a period of 5 years from date of installation to be free of defects in workmanship when installed by Great Falls Fence. This warranty is void if the fence is used as a retaining wall; if fence is exposed to sprinklers and/or high-water table; if excess vegetation can grow on or into fence; or if fence is embedded in frozen ground. This warranty does not apply if customer installs privacy slats in a fence that was not designed and/or approved for the installation of privacy slats or to damages caused by adverse weather conditions, negligence, vehicular damage, vandalism or other acts of God. All materials are warranted by manufacturer.

15. Warranty: Great Falls Fence warrants all Gate Operator installations for a period of 1 year from the date of installation to be free of defects in workmanship when installed by Great Falls Fence. All parts of the operation of the gate operator including, but not limited to; electronics, keypads, etc. shall be warranted by the manufacturer. This warranty does not cover icing over of rollers, gate and/or chains. Warranty also does not apply to damages caused by adverse weather conditions, misuse, negligence, vehicular damage, vandalism, or other acts of God.

16. **ALL WARRANTIES APPLY ONLY TO ORIGINAL PURCHASER OF INSTALLED FENCE AND ARE NOT TRANSFERABLE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY ARE HEREBY DISCLAIMED.**

17. Immediately following completion and acceptance of the installation detailed in this Contract, Customer shall pay to Great Falls Fence \$2175. Until payment of this amount is made Customer agrees that title to the fence material shall remain with Great Falls Fence; that it will not sell, remove or encumber the fence material. Upon default of payment of undisputed amounts owing, Great Falls Fence may hold me liable for the full unpaid undisputed balance plus applicable late charges, (1 1/2% or a minimum of \$2.00 per month, which is an annual percentage rate of 18%).

GREAT FALLS FENCE

DATE: 4-3-20

x Matthew Saldovskij

**BOARD OF COUNTY COMMISSIONERS,  
CASCADE COUNTY**

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Jane Weber, Commissioner

ATTESTED this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Cascade County Clerk & Recorder

\* APPROVED AS TO FORM:

Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

# GREAT FALLS FENCE

705 Vaughn Frontage Road South  
Great Falls, Montana 59404  
406.727.3661

MT Reg. Number: 3123

Email: [contact\\_greatfalls@greatfallsfence.com](mailto:contact_greatfalls@greatfallsfence.com)

TAX CODE	OPTION	OPTION	OPTION
Customer Name <b>Aging Services</b>	PRICE	4100.00	
Address <b>1801 Benefis Court</b>	TOTAL		
City/State/Zip <b>Great Falls MT,</b>	DEPOSIT		
Installation Address	BALANCE		
Project			
Home Phone <b>788-0716</b>	Work Phone	Contact Name <b>LES Cascade County Public Works</b>	
Cell Phone	Fax	Email <b>lpayne@cascadecountymt.gov</b>	
Locate # and Date	Estimate Date <b>4-1-20</b>	Estimator <b>Matthew S.</b>	

Type <b>Chain Link</b>	Type	Dirt <input checked="" type="checkbox"/> Spread <input type="checkbox"/> Pile On Site <input type="checkbox"/> Haul Away
Style	Style	Grade <input type="checkbox"/> Straight Top <input checked="" type="checkbox"/> Follow Grade 2" ±
Fabric Gauge <b>9 gauge</b>		Property Pins Visible? <input type="checkbox"/> Yes <input type="checkbox"/> No
Terminals <b>2 3/4</b>	Picket Size	Gates - Swing <input type="checkbox"/> In <input type="checkbox"/> Out
Line Posts <b>1 7/8</b>	E & C	Homeowners Meet Crew? <input type="checkbox"/> Yes <input type="checkbox"/> No
Gate Posts	Line Posts	Removal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Customer
Top Rail <b>1 5/8</b>	Gate Posts	Type of Material
Spacing <b>10 Max</b>	Rail	Footage Amt.
Length <b>303</b>	Spacing	Remove Sets? <input type="checkbox"/> All <input type="checkbox"/> None <input type="checkbox"/> Some # _____
Height <b>6</b>	Length	Pets Secured? <input type="checkbox"/> Yes <input type="checkbox"/> No
Set Size <b>8x30</b>	Height	
Walk Gates <b>NO</b>	Set Size	
Drive Gates <b>NO</b>	Walk Gates	
Tension Wire <b>YES</b>	Drive Gates	
Barbed Wire <b>NO</b>	Post Caps	
Slats <b>NO</b>	Picket Caps	
Color <b>NO</b>	Color	
Other		

303

Set as close to Bushes as possible

Bobcat or MT-85	Additional Tools <b>NO</b>	Water <b>NO</b>	Customer Initials
Clearing <b>NO</b>	Haul Away <b>NO</b>	Power <b>NO</b>	

**PLEASE READ, SIGN AND RETURN**  
*Thank you!*

CUSTOMER IS RESPONSIBLE FOR PROCUREMENT AND PAYMENT OF ALL NECESSARY PERMITS AND FEES WHERE APPLICABLE PRIOR TO COMMENCEMENT OF WORK. CUSTOMER IS RESPONSIBLE FOR OBTAINING PERMISSION TO TIE IN TO EXISTING FENCING IF APPLICABLE. ALL FENCE TO BE INSTALLED ABOVE GRADE. CUSTOMER ASSUMES FULL RESPONSIBILITY OF LOCATION OF LINE OF FENCE. GREAT FALLS FENCE IS NOT RESPONSIBLE FOR DAMAGE OR REPAIR OF ANY BURIED PRIVATE UTILITIES OR SEPTIC NOT LOCATED. GREAT FALLS FENCE IS NOT RESPONSIBLE FOR DAMAGE OR REPAIR OF UNDERGROUND SPRINKLER LINES OR SPRINKLER HEADS. THIS BID IS VALID FOR 30 DAYS FROM THE DATE OF THE ESTIMATE. I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS AND GREAT FALLS FENCE'S TERMS AND CONDITIONS. (CUSTOMER INITIALS ABOVE)

April 14, 2020

Contract 20-41

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Management Plan between Cascade County and Simms County Sewer District regarding CDBG Public Facilities Grant for Lagoon Replacement

**INITIATED AND PRESENTED BY:** Mary K. Embleton  
Budget Officer/Grants Coordinator

**ACTION REQUESTED:** Approval of Contract 20-41

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**BACKGROUND:**

The purpose of this agreement is to document the relationship between Cascade County as Grantee of the Community Development Block Grant (CDBG) and Simms County Sewer District as Subrecipient of said grant. This is a public facilities category of CDBG grant assistance to provide a portion of the funding for the District's Phase II of improvements to the sewer system, namely replacement of the treatment lagoon and irrigation system. The CDBG grant requires a Management Plan to define and describe the overall administrative structure between the two entities, as well as the role of staff and other professionals, including the engineering firm contracted by the District. The District has already approved of this plan, and with the Commission's approval, this portion of the start-up provisions of the CDBG grant will have been met. This plan will be made part of the overall contract between the State of Montana Department of Commerce and Cascade County for \$450,000 CDBG grant funding awarded April 6, 2018.

**RECOMMENDATION:** Approval of Contract 20-41.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-41 Cascade County and Simms County Sewer District Wastewater System Improvements Management Plan in accordance with the CDBG grant start-up requirements.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-41 Cascade County and Simms County Sewer District Wastewater System Improvements Management Plan in accordance with the CDBG grant start-up requirements.

**CASCADE COUNTY AND SIMMS COUNTY SEWER DISTRICT  
WASTEWATER SYSTEM IMPROVEMENTS  
MANAGEMENT PLAN**

**I. Overall Administrative Structure**

Cascade County is an incorporated unit of local government with an elected commission form of government. The following persons will have lead responsibility for administering the County's Community Development Block Grant (CDBG) public facilities project for the wastewater system improvements for the Simms County Sewer District.

Cascade County Commissioners, as the County's chief elected officials will have responsibility for all official contacts with the Montana Department of Commerce (MDOC) CDBG Program. Cascade County Commissioners and the Simms County Sewer District will have ultimate authority and responsibility for the management of project activities and expenditure of CDBG funds. The final approval of all contracts and drawdown requests associated with the CDBG funds will be the responsibility of the following parties.

Ms. Mary Embleton, the Cascade County Budget Officer-Grants Coordinator will be responsible for management of and record keeping for the CDBG funds and other funds involved in the financing of the wastewater system project. The Cascade County Budget Officer- Grants Coordinator will serve as the County's liaison with MDOC for the project. (Telephone: 406-454-6731).

Ms. Laura Hart, E.I. (a contracted service position) with TD&H Engineering, will be designated as Project Grant Administrator/Manager and be responsible for overall project management and assuring compliance with applicable Federal and State requirements for the CDBG project. The Project Grant Administrator/Manager will serve as the Labor Standards Officer for the project. (Telephone: 406-760-1335).

Ms. Carey Ann Haight, Chief Civil Deputy Cascade County Attorney, as the County's legal counsel, will review and advise the County Commissioners regarding any proposed contractual agreements associated with the CDBG project and provide other related legal guidance to the County Commissioners as requested. (Telephone 406-454-6915).

Ms. Rachel Taylor, an attorney with Church, Harris, Johnson and Williams, P.C., as the District's legal counsel, will review and advise the District regarding any proposed contractual agreements associated with the CDBG project and provide other related legal guidance to the Simms County Sewer District as requested. (Telephone 406-761-3000).

Mr. Jeff Carlisle, the Simms County Sewer District Chair, will be responsible for coordinating with the District, its counsel and other District agents as required with regard to the CDBG project. (Telephone 406-264-5693).

Ms. Camille Johnson, P.E. with TD&H Engineering, Project Manager/Engineer (a contracted service position), will be responsible for construction-related activities including preparation of final design plans and specifications, as well as overseeing construction inspection. Contractor compliance, scheduling, and payment requests will also be subject to the Project Engineer's review and approval. (Telephone: 406-760-1339).

The Simms County Sewer District Clerk, Bev Carlisle, will be responsible for management of, and record keeping for, the CDBG funds and other funds involved in the financing of the project. Approximately 1/4 of this position's time will be devoted to CDBG administration during the term of the project. (Telephone 406-264-5693).

Mr. James L. Larson, Cascade County Commissioner, will serve as the designated Environmental Certifying Officer. (Telephone: 406-454-6810).

Mr. Steve Shope with the Midwest Assistance Program will attend the MDOC CDBG Project Administration Workshop on the District's behalf. (Telephone: 406-570-5293).

## **II. Project Management**

A. The Project Manager and Grant Administrator will be responsible for:

1. Becoming familiar with the current Grant Administration Manual and its requirements and for assuring compliance with the CDBG contract and with CDBG policies for project activities and administration.
2. Preparing any additional Environmental Review to assure full compliance with the National and Montana Environmental Policy Acts, including any applicable environmental requirements and documenting any mitigating actions or additional consultation is completed pursuant to the findings of the environmental review.
3. Documenting compliance with applicable civil rights requirements.
4. Assisting the District and County with all requirements related to effective project start-up and maintaining compliance with the implementation schedule attached to the contract.
5. Assisting the District and County with procuring the services of a general contractor.
6. Monitoring and enforcing compliance with labor standards requirements.
7. Documenting compliance with URA requirements, as applicable.
8. Preparing all required performance reports and project closeout documents for submittal to MDOC.
9. Weekly review of wages against the applicable federal Davis-Bacon wage rates and conducting on-site employee interviews with construction personnel to assure Davis-Bacon labor standards compliance.

B. The Project Engineer will be responsible for:

1. Design and construction engineering for successful completion.

2. Preparation of the construction bid package in conformance with applicable CDBG requirements.
3. Overseeing construction bidding and award process, including the preparation of the advertisement for bid solicitation, the bid opening, and helping determine the lowest responsive, responsible bidder.
4. Conducting the pre-construction conference.
5. Supervision of construction work and preparation of inspection reports.
6. Reviewing and approving all contractor requests for payment and submitting the approved requests to the County.
7. Attending weekly construction progress meetings.

### **III. Financial Management**

A. The Budget Officer-Grants Coordinator's responsibilities will be as follows:

1. Entering all project transactions into the County's existing accounting system and prepare checks/warrants for approved expenditures. A separate non-interest-bearing account for CDBG funds is not necessary due to the Cascade County's role as a pass-through entity. The District will submit requests for reimbursement to the County, and the County will pay the District and will subsequently request the draw-down from the State. Therefore, the CDBG funds will be reimbursing the County and there is no need for a separate non-interest-bearing account.
2. Ensuring all requests for reimbursement are signed by authorized representatives.
3. Ensuring no expenditures will be made without the approval of the County.

B. The Project Manager, Budget Officer-Grants Coordinator and the District Clerk will be responsible for:

1. The reviews of all proposed expenditures of CDBG funds; Project Manager will prepare drawdown requests, which will be reviewed and signed upon approval by the officials cited above.
2. All disbursements are handled in accordance with the County's established procedures for reviewing claims.

### **IV. Program Income**

The proposed project will not generate program income from the CDBG funds awarded to the County.

**V. Implementation Schedule**

The Project Implementation Schedule, reflecting quarterly implementation phases for the project, which lists the critical steps that are necessary for CDBG, TSEP, DNRC, and RD shall be attached hereto as Exhibit A. The Project Administrator will be responsible for monitoring the project's status and compliance with this schedule, which will be updated when the County's CDBG contract with DOC is completed. The Project Administrator will prepare a detailed construction schedule when the final construction cost is known.

**VI. Approval**

This Management Plan for Cascade County's CDBG Project involving the construction of the Simms County Sewer District Wastewater System Improvement project is accepted and approved by:

Simms County Sewer District

\_\_\_\_\_  
Jeff Carlisle, Board President

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
James L. Larson, Chairman

\_\_\_\_\_  
Jane Weber, Commissioner

\_\_\_\_\_  
Joe Briggs, Commissioner

ATTESTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Cascade County Clerk & Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

April 14, 2020

Contract 20-42

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Interlocal Agreement between Cascade County and Simms County Sewer District regarding CDBG Public Facilities Grant for Lagoon Replacement

**INITIATED AND PRESENTED BY:** Mary K. Embleton  
Budget Officer/Grants Coordinator

**ACTION REQUESTED:** Approval of Contract 20-42

---

**BACKGROUND:**

The purpose of this agreement is to further document the relationship between Cascade County as Grantee of the Community Development Block Grant (CDBG) and Simms County Sewer District as Subrecipient of said grant. This agreement follows state statute regarding two political entities and their respective responsibilities in utilizing the CDBG grant funds for the District's project. The District has already approved of this plan, and with the Commission's approval, this portion of the start-up provisions of the CDBG grant will have been met. This agreement will be made part of the overall contract between the State of Montana Department of Commerce and Cascade County for \$450,000 CDBG grant funding awarded April 6, 2018.

**RECOMMENDATION:** Approval of Contract 20-42.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-42, Cascade County and Simms County Sewer District Wastewater System Improvements Interlocal Agreement in accordance with the CDBG grant start-up requirements.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-42, Cascade County and Simms County Sewer District Wastewater System Improvements Interlocal Agreement in accordance with the CDBG grant start-up requirements.

**CASCADE COUNTY AND SIMMS COUNTY SEWER DISTRICT  
WASTEWATER SYSTEM IMPROVEMENTS  
MANAGEMENT PLAN**

**I. Overall Administrative Structure**

Cascade County is an incorporated unit of local government with an elected commission form of government. The following persons will have lead responsibility for administering the County's Community Development Block Grant (CDBG) public facilities project for the wastewater system improvements for the Simms County Sewer District.

Cascade County Commissioners, as the County's chief elected officials will have responsibility for all official contacts with the Montana Department of Commerce (MDOC) CDBG Program. Cascade County Commissioners and the Simms County Sewer District will have ultimate authority and responsibility for the management of project activities and expenditure of CDBG funds. The final approval of all contracts and drawdown requests associated with the CDBG funds will be the responsibility of the following parties.

Ms. Mary Embleton, the Cascade County Budget Officer-Grants Coordinator will be responsible for management of and record keeping for the CDBG funds and other funds involved in the financing of the wastewater system project. The Cascade County Budget Officer- Grants Coordinator will serve as the County's liaison with MDOC for the project. (Telephone: 406-454-6731).

Ms. Laura Hart, E.I. (a contracted service position) with TD&H Engineering, will be designated as Project Grant Administrator/Manager and be responsible for overall project management and assuring compliance with applicable Federal and State requirements for the CDBG project. The Project Grant Administrator/Manager will serve as the Labor Standards Officer for the project. (Telephone: 406-760-1335).

Ms. Carey Ann Haight, Chief Civil Deputy Cascade County Attorney, as the County's legal counsel, will review and advise the County Commissioners regarding any proposed contractual agreements associated with the CDBG project and provide other related legal guidance to the County Commissioners as requested. (Telephone 406-454-6915).

Ms. Rachel Taylor, an attorney with Church, Harris, Johnson and Williams, P.C., as the District's legal counsel, will review and advise the District regarding any proposed contractual agreements associated with the CDBG project and provide other related legal guidance to the Simms County Sewer District as requested. (Telephone 406-761-3000).

Mr. Jeff Carlisle, the Simms County Sewer District Chair, will be responsible for coordinating with the District, its counsel and other District agents as required with regard to the CDBG project. (Telephone 406-264-5693).

Ms. Camille Johnson, P.E. with TD&H Engineering, Project Manager/Engineer (a contracted service position), will be responsible for construction-related activities including preparation of final design plans and specifications, as well as overseeing construction inspection. Contractor compliance, scheduling, and payment requests will also be subject to the Project Engineer's review and approval. (Telephone: 406-760-1339).

The Simms County Sewer District Clerk, Bev Carlisle, will be responsible for management of, and record keeping for, the CDBG funds and other funds involved in the financing of the project. Approximately 1/4 of this position's time will be devoted to CDBG administration during the term of the project. (Telephone 406-264-5693).

Mr. James L. Larson, Cascade County Commissioner, will serve as the designated Environmental Certifying Officer. (Telephone: 406-454-6810).

Mr. Steve Shope with the Midwest Assistance Program will attend the MDOC CDBG Project Administration Workshop on the District's behalf. (Telephone: 406-570-5293).

## II. **Project Management**

- A. The Project Manager and Grant Administrator will be responsible for:
1. Becoming familiar with the current Grant Administration Manual and its requirements and for assuring compliance with the CDBG contract and with CDBG policies for project activities and administration.
  2. Preparing any additional Environmental Review to assure full compliance with the National and Montana Environmental Policy Acts, including any applicable environmental requirements and documenting any mitigating actions or additional consultation is completed pursuant to the findings of the environmental review.
  3. Documenting compliance with applicable civil rights requirements.
  4. Assisting the District and County with all requirements related to effective project start-up and maintaining compliance with the implementation schedule attached to the contract.
  5. Assisting the District and County with procuring the services of a general contractor.
  6. Monitoring and enforcing compliance with labor standards requirements.
  7. Documenting compliance with URA requirements, as applicable.
  8. Preparing all required performance reports and project closeout documents for submittal to MDOC.
  9. Weekly review of wages against the applicable federal Davis-Bacon wage rates and conducting on-site employee interviews with construction personnel to assure Davis-Bacon labor standards compliance.
- B. The Project Engineer will be responsible for:
1. Design and construction engineering for successful completion.

2. Preparation of the construction bid package in conformance with applicable CDBG requirements.
3. Overseeing construction bidding and award process, including the preparation of the advertisement for bid solicitation, the bid opening, and helping determine the lowest responsive, responsible bidder.
4. Conducting the pre-construction conference.
5. Supervision of construction work and preparation of inspection reports.
6. Reviewing and approving all contractor requests for payment and submitting the approved requests to the County.
7. Attending weekly construction progress meetings.

### **III. Financial Management**

- A. The Budget Officer-Grants Coordinator's responsibilities will be as follows:
  1. Entering all project transactions into the County's existing accounting system and prepare checks/warrants for approved expenditures. A separate non-interest-bearing account for CDBG funds is not necessary due to the Cascade County's role as a pass-through entity. The District will submit requests for reimbursement to the County, and the County will pay the District and will subsequently request the draw-down from the State. Therefore, the CDBG funds will be reimbursing the County and there is no need for a separate non-interest-bearing account.
  2. Ensuring all requests for reimbursement are signed by authorized representatives.
  3. Ensuring no expenditures will be made without the approval of the County.
- B. The Project Manager, Budget Officer-Grants Coordinator and the District Clerk will be responsible for:
  1. The reviews of all proposed expenditures of CDBG funds; Project Manager will prepare drawdown requests, which will be reviewed and signed upon approval by the officials cited above.
  2. All disbursements are handled in accordance with the County's established procedures for reviewing claims.

### **IV. Program Income**

The proposed project will not generate program income from the CDBG funds awarded to the County.

**V. Implementation Schedule**

The Project Implementation Schedule, reflecting quarterly implementation phases for the project, which lists the critical steps that are necessary for CDBG, TSEP, DNRC, and RD shall be attached hereto as Exhibit A. The Project Administrator will be responsible for monitoring the project's status and compliance with this schedule, which will be updated when the County's CDBG contract with DOC is completed. The Project Administrator will prepare a detailed construction schedule when the final construction cost is known.

**VI. Approval**

This Management Plan for Cascade County's CDBG Project involving the construction of the Simms County Sewer District Wastewater System Improvement project is accepted and approved by:

Simms County Sewer District

  
\_\_\_\_\_  
Jeff Carlisle, Board President

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
James L. Larson, Chairman

\_\_\_\_\_  
Jane Weber, Commissioner

\_\_\_\_\_  
Joe Briggs, Commissioner

ATTESTED this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Cascade County Clerk & Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

April 14, 2020

Resolution #20-16

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Budget Appropriation  
Increasing funds for the  
CCHD PHEP COVID-19 Response Budget

**INITIATED AND PRESENTED BY:** Mary K. Embleton, Budget Officer

**ACTION REQUESTED:** Approval of Resolution #20-16

---

**BACKGROUND:**

The purpose of this resolution is to amend the budgets for the City County Health Department's Public Health Emergency Preparedness (PHEP) budget as part of the local public health capacity to respond to COVID-19 events, and as outlined in Contract #20-34 adopted by the Commission on April 1, 2020. Additional funding in the amount of \$110,140 has been awarded to Cascade City-County Health Department to assist the county to achieve 15 public health preparedness capabilities and other activities that promote safer and more resilient communities. The increase in revenues are offset by an increase in expenditures for Fund #2963-405 as outlined in Attachment A to the resolution.

**RECOMMENDATION:** Approval of Resolution #20-16.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Resolution #20-16 increasing the appropriation in Fund #2963-405 by \$110,140 in both revenues and expenditures.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution #20-16 increasing the appropriation in Fund #2963-405 by \$110,140 in both revenues and expenditures.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A BUDGET  
APPROPRIATION WITHIN CASCADE COUNTY  
CITY-COUNTY HEALTH DEPARTMENT  
PUBLIC HEALTH EMERGENCY PREPAREDNESS RESPONSE**

**RESOLUTION 20-16**

**WHEREAS**, Cascade City County Health Department performs services for the Public Health Emergency Preparedness program funded through Federal grants passed through the State of Montana; and

**WHEREAS**, the Cascade County Commission approved a contract amendment to the current PHEP contract via contract #20-34 on April 1, 2020 for additional funding in the amount of \$110,140 for the purpose of providing additional Response to the COVID-19 pandemic in Cascade County; and

**WHEREAS**, a budget amendment is necessary to increase the revenue and expenditures budgets by

**WHEREAS**, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriation is to be made as detailed in Attachment A;

Dated this 14th Day of April, 2020.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
JAMES L. LARSON, CHAIRMAN

\_\_\_\_\_  
JANE WEBER, COMMISSIONER

\_\_\_\_\_  
JOE BRIGGS, COMMISSIONER

ATTEST:

\_\_\_\_\_  
CLERK & RECORDER/AUDITOR

mke

**REQUEST FOR BUDGET APPROPRIATION**

*Attachment A*

Date: 3/27/2020  
 To: Cascade County Board of Commissioners  
 Program Name: PHEP Response  
 CFDA #: 93.069 & 93.354  
 Contract #: 20.34  
 Responsible Department: CCHD  
 Prepared by: Joey McDermand

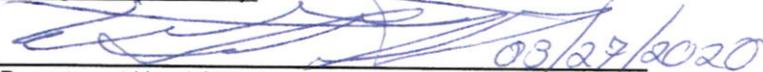
Please approve the following budget changes:

	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>							
Acct #	<u>2963</u>	- <u>405</u>	- <u>D0100</u>	- <u>100.110</u>	0	90,000	90,000
Acct #	<u>2963</u>	- <u>405</u>	- <u>D0100</u>	- <u>100.140</u>	0	10,000	10,000
Acct #	<u>2963</u>	- <u>405</u>	- <u>D0100</u>	- <u>200.220</u>	0	8,000	8,000
Acct #	<u>2963</u>	- <u>405</u>	- <u>D0100</u>	- <u>300.370</u>	0	2,140	2,140
					<u>0</u>	<u>110,140</u>	<u>110,140</u>
<u>Revenues</u>							
Acct #	<u>2963</u>	- <u>405</u>	-	- <u>33.1000</u>	0	110,140	110,140
Acct #		-	-		0	0	0
					<u>0</u>	<u>110,140</u>	<u>110,140</u>

Explanation of budget changes:

COVID-19 funding.

Changes authorized by:

  
 Department Head Signature or Elected Official Signature 03/27/2020  
 Date

TRISHA GARONKA  
 Print Name

  
 Budget Officer 3/30/2020  
 Date

AMENDMENT NUMBER ONE  
TO TASK ORDER NUMBER 20-07-6-11-008-0

A TASK ORDER having been made and entered into between the Montana Department of Public Health and Human Services (Department) and (Contractor), now appears to need amending. The DEPARTMENT and the CONTRACTOR now agree, for good consideration, to hereby amend Sections 2, 3, 5, 6 & 9 of the Task Order as follows (added language is in **bold face** and deleted language is ~~interlined~~):

SECTION 2: PURPOSE

The purpose of this Task Order is to upgrade and enhance local public health capacity to respond to events, **and COVID-19** impacting the public health, through planning, assessment and development of preparedness and response activities defined by the CDCs Public Health Preparedness Capabilities Planning Guide. Resources are intended to assist county and tribal health departments sustain and/or progress toward achieving the 15 public health preparedness capabilities and other activities that promote safer and more resilient communities. The fifteen public health capabilities are: Public Health Surveillance and Epidemiological Investigation, Community Preparedness, Public Health Laboratory Testing, Medical Countermeasure Dispensing, Medical Materiel Management and Distribution, Responder Safety and Health, Emergency Operations Coordination, Emergency Public Information and Warning, Information Sharing, Non-Pharmaceutical Intervention, Medical Surge, Volunteer Management, Community Recovery, Fatality Management, and Mass Care.

The Contractor's jurisdiction is considered the primary service area for this task order. The Task Order requires the Contractor to work with a coalition of agencies and organizations involved in emergency preparedness to continue and enhance work completed in prior grant years.

SECTION 3: SERVICES TO BE PROVIDED

A. The Contractor shall provide the following services:

1) through 16) Remain the same.

**17) Complete all deliverables in Attachment A1: COVID-19 Response.**

B. The Department agrees to provide the following services:

1) Provide allocation of funds based upon the deliverables specified in Public Health Emergency Preparedness Deliverable Guide, Budget Period 19-1901 (Attachment A) **and Attachment A1.**

2) Reimburse the Contractor for actual and necessary expenditures in accordance with the Public Health Emergency Preparedness Deliverable

The Department will pay the Contractor a total of \$110,140 for COVID-19 Response funding the period of March 16, 2020 – March 15, 2021.

- 1) Upon execution of this amendment a payment of \$55,070 payment will be issued.
- 2) The second payment of \$27,535 will be issued no later than 30 days after receipt of the deliverable due by September 15, 2020, as outlined in Attachment A1.
- 3) The final payment of \$27,535 will be issued no later than 30 days after receipt of the deliverable due by March 1, 2021, as outlined in Attachment A1.

The Department shall have the right at any time to request additional documentation concerning Contractor expenditures and activities. The Department may withhold payment at any time during the term of the task order if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this task order. Additionally, payment or partial payment may be withheld if a required deliverable is not submitted, submitted late, or considered unsatisfactory in either form or content. It will be the Department's discretion to determine if they will agree to another submittal deadline or to a replacement or substitute for a required deliverable.

#### SECTION 6: SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. The source of funds for this Task Order is Montana's Public Health Emergency Preparedness Cooperative Agreement with Centers for Disease Control and Prevention, CFDA # 93.069 and **CFDA # 93.354**. Any funds not completely expended must be returned to the Department upon completion of the then current term.
- B. through K. Remains the same

#### SECTION 9: SCOPE OF TASK ORDER

This task order consists of 10 numbered pages, ~~and Amendment One,~~ Attachment A, **and Attachment A1.**

April 1, 2020

Contract 20-34

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Contract 20-34  
Amendment Number One  
Task Order 20-07-6-11-008-0  
PHEP – COVID-19 Response

**INITIATED AND PRESENTED BY:** Trisha Gardner, Health Officer  
City-County Health Department

**ACTION REQUESTED:** Approval of Contract 20-34

---

**BACKGROUND:**

The purpose of this Task Order is to upgrade and enhance local public health capacity to respond to events, **and COVID-19** impacting the public health, through planning, assessment and development of preparedness and response activities defined by the CDCs Public Health Preparedness Capabilities Planning Guide. Resources are intended to assist county and tribal health departments sustain and/or progress toward achieving the 15 public health preparedness capabilities and other activities that promote safer and more resilient communities.

**TERM:** March 16, 2020 - March 15, 2021

**AMOUNT:** \$ 110,140.00 (COVID-19 Response)

**RECOMMENDATION:** Approval of Contract 20-34.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-34, Amendment Number One, Task Order 20-07-6-11-008-0, PHEP – COVID-19 Response.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-34, Amendment Number One, Task Order 20-07-6-11-008-0, PHEP – COVID-19 Response.



The fees for the project are as follows:

- Total All-Inclusive Maximum Price for FY2020 Audit \$53,450
- Total All-Inclusive Maximum Price for FY2021 Audit \$53,450
- Total All-Inclusive Maximum Price for FY2022 Audit \$53,450

**RECOMMENDATION:**

The committee recommends that the Commission select WIPFLI for the County's Audit as they had the strongest proposal. WIPFLI has demonstrated experience in successfully handling Cascade County's previous 6 Audits and the committee has confidence WIPFLI will perform the next three audits with the same level of skill.

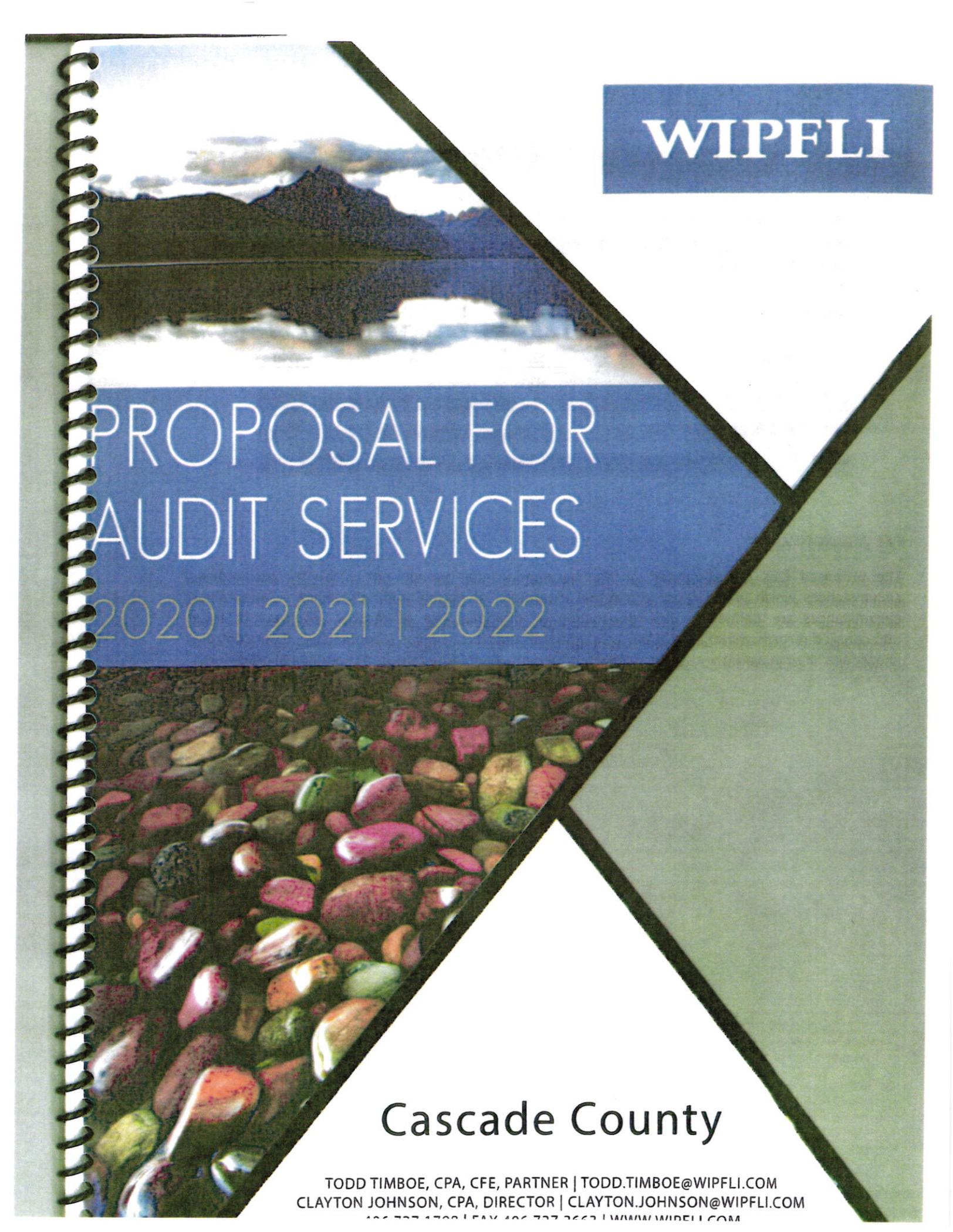
**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

"Mr. Chairman, I move that the Cascade County Commission accept Contract 20-35: Proposal from WIPFLI for Cascade County's 2020, 2021 and 2022 audit and authorize staff to negotiate the contract."

**MOTION TO DISAPPROVE:**

"Mr. Chairman, I move that the Cascade County Commission does not accept Contract 20-35: Proposal from WIPFLI for Cascade County's 2020, 2021, and 2022 audits."



WIPFLI

PROPOSAL FOR  
AUDIT SERVICES

2020 | 2021 | 2022

Cascade County

TODD TIMBOE, CPA, CFE, PARTNER | [TODD.TIMBOE@WIPFLI.COM](mailto:TODD.TIMBOE@WIPFLI.COM)  
CLAYTON JOHNSON, CPA, DIRECTOR | [CLAYTON.JOHNSON@WIPFLI.COM](mailto:CLAYTON.JOHNSON@WIPFLI.COM)  
406.737.1700 | FAX 406.737.2667 | [WWW.WIPFLI.COM](http://WWW.WIPFLI.COM)

# PROPOSAL FOR AUDIT SERVICES

CASCADE COUNTY

## COST PROPOSAL

Our fees are based on actual time expended by each professional at standard billing rates. These billing rates vary depending upon the level of experience and responsibility of the individuals involved.

	Hours	Hourly Rates	Total
Director/Concurring Review	25	\$325	<b>\$8,125</b>
Senior Manager	100	\$170	<b>\$17,000</b>
Manager	85	\$125	<b>\$10,625</b>
Audit Associates	180	\$90	<b>\$16,200</b>
Paraprofessionals	25	\$60	<b>\$1,500</b>
SUBTOTAL	415		
<b>Total All-Inclusive Maximum Price for the 2020 Audit</b>			<b>\$53,450</b>
<b>Total All-Inclusive Maximum Price for the 2021 Audit</b>			<b>\$53,450</b>
<b>Total All-Inclusive Maximum Price for the 2022 Audit</b>			<b>\$53,450</b>

## FEE ASSUMPTIONS

The proposed fees are computed on the assumption that we do not encounter extraordinary circumstances which would cause a material extensions of normal audit procedures. Extraordinary circumstances are defined as fire, destruction or disappearance of records, discovery of fraud, unreconciled records, material weaknesses of internal controls or similar situation beyond our control or knowledge. If such were the case, we would consult with you before performing additional procedures.



Audit Services Proposal  
For the Years Ended  
June 30, 2020, 2021, and 2022

Contact:

Tyler Bryant, Shareholder

501 Park Dr S

Great Falls, MT 59405

[Tyler.Bryant@jccscpa.com](mailto:Tyler.Bryant@jccscpa.com)

(406) 442-6901

Submitted: March 3, 2020



## Proposed Schedule and Engagement Price

### Proposed Schedule for Completion of Audit

The timing of the audit schedule is dependent upon the preparedness of your year-end accounting records. Provided the accounting records are ready and available, the expected timeline for the audit would be as follows:

- July — JCCS provides a list of information needed for planning the audit and performing the fieldwork
- September — Cascade County provides trial balance and other requested documents as they become available to JCCS
- October/November — JCCS performs fieldwork and gains a greater understanding of the County through conversations with management and observation of operations
- December 15 — JCCS reviews CAFR prepared by Cascade County, Montana; JCCS provides draft audit reports for review by Cascade County, Montana
- Prior to December 31 — JCCS issues and submits final audit reports

The above dates are general and the actual dates will be scheduled based on your availability. Please note that we strive to exceed stated deadlines in all cases possible.

### Our Commitment

We understand completely the work to be performed and expect to meet or exceed the specifications outlined by your request for proposal (RFP). Our current level of staffing is more than sufficient to ensure that you receive timely, efficient audits. As we previously stated, in every case possible the same staff will be provided in subsequent years in order to facilitate continuity and efficiency in your audit engagement. Tyler Bryant, Shareholder, is authorized to make representations on behalf of JCCS and bind JCCS to this engagement.

### Fee

We propose the following fees for a financial statement audit for the fiscal years ended:

June 30, 2020	\$53,500
June 30, 2021	\$55,000
June 30, 2022	\$56,500

If the County requires or requests additional assistance with the preparation of the CAFR, there will be an additional fee based on the hours involved at the hourly rates (s) of the personnel providing the assistance.

There will be no additional out of pocket expenses charged for the proposed work. The proposed fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before additional costs are incurred.