

May 12, 2020

Resolution 20-21

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**Rejecting Tort Claim for Damages
by Scott Schaff**

INITIATED BY:

Cascade County Attorney's Office

ACTION REQUESTED:

Approval of Resolution 20-21

PRESENTED BY:

Carey Ann Haight, Deputy County Attorney

SYNOPSIS:

The Cascade County Attorney's Office is in receipt of a tort claim dated January 7, 2020, for damages presented by Scott Schaff (Schaff), who alleged he was a patient at the Community Health Care Center (CHCC) on or about June 10, 2018. Schaff further alleges that he was subjected to mismanagement of medications by a CHCC provider which allegedly caused him damages. Schaff is seeking an undisclosed recovery of damages for the alleged incident. Having made a review of the claim the County Attorney's Office believe that the claim contains insufficient facts in support thereof, and otherwise disputes the allegations contained therein and finds that liability is not reasonably clear.

RECOMMENDATION:

Denial and rejection of the claim dated January 7, 2020 presented by Scott Schaff.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commission reject and deny the Tort Claim for Damages for an alleged claim from on or about June 10, 2018, sought by Scott Schaff on January 7, 2020 by
APPROVING Resolution 20-21.

MOTION TO DISAPPROVE:

Mr. Chairman, I move the Cascade County Commission accept the Tort Claim for Damages for an alleged claim from on or about June 10, 2018, sought by Scott Schaff on January 7, 2020 by
DISAPPROVING Resolution 20-21.

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

**A RESOLUTION REJECTING AND DENYING
THE TORT CLAIM FOR DAMAGES OF
SCOTT SCHAFF**

RESOLUTION 20-21

WHEREAS, the Board of County Commissioners was previously a co-applicant with the Community Health Care Center (CHCC), which operated a clinic at its City-County Health Department Facility at 115 4th Street North, Great Falls, Montana; and

WHEREAS, the CHCC utilized county employees and staff to provide clinic services pursuant to the co-applicant agreement; and

WHEREAS, Scott Schaff (Schaff) claims to have obtained services from the CHCC on or about June 10, 2018; and

WHEREAS, Schaff asserts that a CHCC provider mismanaged Schaff's medications which Schaff alleges caused him damages; and

WHEREAS, Schaff submitted a medical negligence claim on or about January 7, 2020, seeking compensation; and

WHEREAS, the Cascade County Attorney's Office has reviewed the claim which contains insufficient facts in support thereof, and otherwise disputes the allegations contained therein and finds that liability is not reasonably clear.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners **wholly rejects and denies** the Tort Claim for Damages brought by Scott Schaff, effective as of the date set forth below.

Passed and adopted this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

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.

May 12, 2020

Resolution #20-22

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Prosecutorial Assistance
INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney
ACTION REQUESTED: Approval of Resolution 20-22

BACKGROUND:

The Office of the Montana State Auditor, Commissioner of Securities & Insurance routinely handles prosecutions of cases throughout the state that involve their office. They have asked the Cascade County Attorney and County Commission to permit Special Assistant Attorney General Derek Oestreicher be appointed in the matter of *State of Montana v. Traci Nicole Michels, ADC-2018-032*. Given that these cases involve a particularized set of statutes which the Commissioner of Securities & Insurance routinely handles through the Attorney General's Office, and given the current criminal caseload of the Cascade County Attorney's Office, having a special prosecutor appointed in this case is beneficial.

Cascade County will bear costs associated with the prosecution, but not attorney fees.

RECOMMENDATION: Approval of Resolution 20-22.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission approve Resolution 20-22 authorizing the appointment of Assistant Attorney General Derek Oestreicher in the matter of *State of Montana v. Traci Nicole Michels, ADC-2018-032*.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission disapprove Resolution 20-22 authorizing the appointment of Assistant Attorney General Derek Oestreicher in the matter of *State of Montana v. Traci Nicole Michels, ADC-2018-032*.

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

RESOLUTION 20-22

WHEREAS, the Office of the Montana State Auditor, Commissioner of Securities and Insurance has requested appointment of Derek Oestreicher as a Special Deputy County Attorney to serve as a prosecutor in *State of Montana vs. Traci Nicole Michels*;

WHEREAS, it is desired and deemed appropriate that a Special Deputy County Attorney be appointed to assist in the prosecution of this case;

WHEREAS, Mont. Code Ann. § 2-15-501(6) authorizes the Attorney General for the State of Montana to assist county attorneys in the discharge of their duties; and

WHEREAS, Derek Oestreicher is a duly appointed Special Assistant Attorney General for the State of Montana.

THEREFORE, BE IT RESOLVED, that Special Assistant Attorney General Derek Oestreicher is hereby appointed as a Special Deputy County Attorney for Cascade County for the purpose of assisting in the prosecution of the aforementioned case.

BE IT FURTHER RESOLVED, that the Special Deputy County Attorney's Office shall only be responsible for incidental expenses incurred during the prosecution of this case, such as the Special Deputy County Attorney's travel, meals, and lodging. The Cascade County Attorney's Office shall remain responsible for all other expenses and costs associated with the prosecution of this case, including expert witness fees.

Passed and adopted this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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May 12, 2020

Resolution #20-23

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Prosecutorial Assistance
INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney
ACTION REQUESTED: Approval of Resolution 20-23

BACKGROUND:

The Office of the Montana State Auditor, Commissioner of Securities & Insurance routinely handles prosecutions of cases throughout the state that involve their office. They have asked the Cascade County Attorney and County Commission to permit Special Assistant Attorney General Derek Oestreicher be appointed in the matter of *State of Montana v. Benjamin Hallberg*. Given that these cases involve a particularized set of statutes which the Commissioner of Securities & Insurance routinely handles through the Attorney General's Office, and given the current criminal caseload of the Cascade County Attorney's Office, having a special prosecutor appointed in this case is beneficial.

Cascade County will bear costs associated with the prosecution, but not attorney fees.

RECOMMENDATION: Approval of Resolution 20-23.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-23 authorizing the appointment of Assistant Attorney General Derek Oestreicher in the matter of *State of Montana v. Benjamin Hallberg*.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-23 authorizing the appointment of Assistant Attorney General Derek Oestreicher in the matter of *State of Montana v. Benjamin Hallberg*.

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

RESOLUTION 20-23

WHEREAS, the Office of the Montana State Auditor, Commissioner of Securities and Insurance has requested appointment of Derek Oestreicher as a Special Deputy County Attorney to serve as a prosecutor in *State of Montana vs. Benjamin Hallberg*;

WHEREAS, it is desired and deemed appropriate that a Special Deputy County Attorney be appointed to assist in the prosecution of this case;

WHEREAS, Mont. Code Ann. § 2-15-501(6) authorizes the Attorney General for the State of Montana to assist county attorneys in the discharge of their duties; and

WHEREAS, Derek Oestreicher is a duly appointed Special Assistant Attorney General for the State of Montana.

THEREFORE, BE IT RESOLVED, that Special Assistant Attorney General Derek Oestreicher is hereby appointed as a Special Deputy County Attorney for Cascade County for the purpose of assisting in the prosecution of the aforementioned case.

BE IT FURTHER RESOLVED, that the Special Deputy County Attorney's Office shall only be responsible for incidental expenses incurred during the prosecution of this case, such as the Special Deputy County Attorney's travel, meals, and lodging. The Cascade County Attorney's Office shall remain responsible for all other expenses and costs associated with the prosecution of this case, including expert witness fees.

Passed and adopted this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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May 12, 2020

Contract #20-50

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**Contract #20-50
Amendment #3 to Contract #20027210050 between the
Montana Department of Public Health and Human
Services and Cascade County Area VIII Agency on
Aging**

ACTION REQUESTED:

Approve Contract #20-50

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The USDA Commodities Supplemental Food Program (CSFP) is administered in Montana by the Department of Public Health & Human Services (DPHHS) and is open to persons over 60 years of age who meet income guidelines. The program provides 50 pounds of staple foods to supplement the diets of low-income elderly in Montana to reduce food insecurity. DPHHS contracts with various agencies throughout the state to ensure that the program is available to anyone who might need it. Cascade County Aging Services provides the program via contract with the state to qualifying clients in Cascade County. MT DPHHS Amendment #3 to Contract 20027210050, amends the original contract to increase the reimbursement per client from \$3.50 per client to \$4.30 client effective October 1, 2019 to September 30, 2020 not to exceed \$27,492. The case load for the remainder of the contract year will stay at 477 clients and no other changes have been made to the contract.

RECOMMENDATION:

Approval of Contract #20-50.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-50 Amendment #3 to Contract #20027210050 Commodities Supplemental Food Program.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-50 Amendment #3 to Contract #20027210050 Commodities Supplemental Food Program.

**CONTRACT AMENDMENT NO. 3
CONTRACT FOR CSFP
CONTRACT # 20027210050**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, Human and Community Services Division (STATE), whose address, phone number and Fax are 111 N. Jackson, P.O. Box 202925, Helena, MT, Phone (406) 444-6676, Fax (406) 406-444-2547 and Area VIII Agency on Aging, (CONTRACTOR), whose address and phone number are 1801 Benefis Court, Great Falls, MT 59405, (406) 454-6990. This Contract is amended for the following purpose(s):

SECTION 3. CONSIDERATION AND PAYMENTS, will be amended as follows:

The Department will reimburse an amount of \$4.30 per client served per month, not to exceed \$27,492 for the contract period of October 1, 2019 through September 30, 2020 according to Attachment A: Caseload Assignments for the Period beginning January 1, 2020.

SECTION 11. COMPLIANCE WITH LAWS/WARRANTIES will be amended as follows:

Subsection H.6. Total amount of funds obligated with this action: **\$18,240**

Subsection H.7. Amount of funds obligated to sub recipient: **\$27,492**

Subsection H.8. Total amount of the federal award: **\$27,492**

This amendment consists of 1 numbered page and Attachment A: Caseload Assignments. Except as modified above, all other terms and conditions of Contract 20027210050 remain unchanged.

STATE OF MONTANA
HUMAN AND COMMUNITY SERVICES DIVISION
111 N. JACKSON
HELENA, MT 59620-2925

AREA VIII AGENCY ON AGING
1801 BENEFIS COURT
GREAT FALLS, MT 59405
TAX ID #81-6001343

BY: _____
(Name/Title)

BY: Kimerliegh Theil-Schaa Area VIII Agency Director
(Name/Title)

Signature

Signature

Date

Date

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 12th day of May 2020.

Attest

On this 12th day of May 2020, I hereby attest the above-written signatures of
James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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ATTACHMENT A
CASELOAD ASSIGNMENTS

CASELOAD ASSIGNMENTS FOR THE PERIOD Beginning January 1, 2020

This is the January 1, 2020 agency caseload slot assignment for Federal Fiscal Year 2020 CSFP contracts. Caseloads will be reassessed MONTH-BY-MONTH and new caseload assignments may be made throughout the remainder of FFY 2020.

| AGENCY NAME | | CASELOAD |
|--|--|----------|
| AREA V AGENCY ON AGING - BUTTE | | 400 |
| DISTRICT 9 HRDC-GVFB – BOZEMAN | | 320 |
| N. CENTRAL AOA - CONRAD | | 215 |
| ACTION FOR E. MONTANA - GLENDIVE | | 536 |
| AREA VIII AOA-CASCADE CNTY-GREAT FALLS | | 477 |
| HILL COUNTY COA - HAVRE | | 110 |
| ROCKY MOUNTAIN DEV COUNCIL-HELENA | | 563 |
| FLATHEAD FOOD BANK - KALISPELL | | 550 |
| MISSOULA FOOD BANK - MISSOULA | | 650 |
| AREA VI AOA - POLSON | | 842 |
| AREA II AOA – ROUNDUP | | 950 |
| RAVALLI COUNTY COA - HAMILTON | | 252 |
| Estimated CASELOAD: | | 5,865 |

REGULATIONS: Federal statutes (7 CFR 247.21) state a base caseload for the following year will be based on the average caseload issuance for the current calendar year or the average issuance for the last quarter of the federal fiscal year (July, August & September), whichever is highest; with the stipulation that base caseload may not exceed the assigned caseload of the current calendar year. Final caseload assignments are dependent on Congressional funding and Presidential signature of the Annual Agriculture Bill.

May 12, 2020

Contract #20-52

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Task Order Number 20-331-741480-0
DPHHS COVID-19 – Community Behavioral Health

INITIATED AND PRESENTED BY: Trisha Gardner,
Public Health Officer

ACTION REQUESTED: Approval of Contract #20-52

BACKGROUND:

The purpose of this Task Order is to provide funding for community based behavioral health initiatives to meet the behavioral health needs caused or exacerbated by the CoVid-19 pandemic.

TERM: May 1, 2020 - June 30, 2021

AMOUNT: \$40,000.00

RECOMMENDATION: Approval of Contract #20-52

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-52, Task Order Number 20-331-74148-0, DPHHS CoVid-19 - Community Behavioral Health

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-52, Task Order Number 20-331-74148-0, DPHHS CoVid-19 - Community Behavioral Health

TASK ORDER NUMBER 20-331-74148-0

**TO THE MASTER AGREEMENT 07Cascade2019-2026
EFFECTIVE July 1, 2019
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND Cascade County**

Addictive and Mental Disorders Division County and Tribal Matching Grant Funds requires the Contractor to coordinate planning, implementation, and provision of services with community stakeholders such as: behavioral health organizations, Local Advisory Councils, Service Area Authorities, health care systems, healthcare providers, human service agencies that support social determinants of health such as housing, employment, and food security, law enforcement officials, judicial systems, and community members.

SECTION 1. PARTIES

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Cascade County ("Contractor"), Federal ID Number 82-6001343, and 325 2nd Avenue North Great Falls, MT 59401.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:**SECTION 2. PURPOSE**

The purpose of this Task Order is to provide funding for community based behavioral health initiatives to meet the behavioral health needs caused or exacerbated by the CoVid-19 pandemic.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from May 1, 2020 through June 30, 2021.
- B. Each Party, after expiration or termination of this Task Order, remain 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 Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Contractor agrees to provide the following services:
 - 1. Provide reports in a specified timeframe, for agreed upon reporting requirements
 - a. Monthly program level data that includes the names of funded recipients, item(s) purchased, service(s) provided, and number of individuals served.

2. Contractor will actively participate in technical assistance provided by the State in the form of tip sheets, newsletters, webinars, conference calls, and one-on-one conversations.
3. Contractor will allow and actively participate in site visits and/or any other activities that are requested by the State.
4. Enhance community-wide information sharing through the use of a Public Service Announcement, media campaign, flyers, mailers, and social media.
5. Purchase telehealth equipment for behavioral health providers.
6. Purchase phones, tablets, laptops, headphones, and/or phone minutes for behavioral health consumers to increase their access to telehealth services.
7. Provide outreach and program coverage related to Center for Mental Health's ancillary services, including case management, peer support, crisis response, and therapy, Monday through Friday, 8am-5pm for community members impacted by COVID-19 that are uninsured, underinsured, or otherwise lack a payment source for behavioral health services. Services will be provided via phone, video, or in person.
8. Purchase personal protective equipment and other COVID-19 protections, such as face masks, eye protection, gloves, thermometers, and sanitation supplies, for behavioral health providers at the Center for Mental Health.
9. The Center for Mental Health will provide housing to individuals with a behavioral health disorder displaced by COVID-19. Transitional housing will be made available for \$450/month for up to 4 months for individuals in need.

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a total of \$40,000.00 as follows:
 1. Through monthly invoices that will request reimbursement for expenses accrued.
- B. All invoices must be received by the Department no later than 30 days following the Task Order end date of June 30, 2021. Invoices received after 60 days will not be paid by the Department.
- C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

SECTION 6. SOURCE OF FUNDS AND FUNDING CONDITIONS

The sources of the funding for this Task Order are \$40,000 from the state general fund.

SECTION 7. TERMINATION

Either party may terminate this Task Order in accordance with the Master Agreement.

SECTION 8. LIAISON AND SERVICE OF NOTICES

- A. Mary Collins, or their successor, will be the liaison for the Department. Contact information is as follows:

Mary Collins
DPHHS Addictive and Mental Disorders Division
PO Box 202905
Helena, MT 59620
Phone Number (406) 444-9635
Fax Number (406) 444-7391
Mary.Collins@mt.gov

Trisha Gardner, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Trisha Gardner
Cascade County
115 4th Street South
Great Falls, MT, 59401
Phone Number (406) 791-9261
Fax Number (406) 454-6959
tgardner@cascadecountymt.gov

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

SECTION 9. FEDERAL REQUIREMENTS

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.

SECTION 10. DEPARTMENT GUIDANCE

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

SECTION 11. SCOPE OF TASK ORDER

This Task Order consists of 4 numbered pages and the following Attachments:

Attachment A: Pay Schedule and Budget

Attachment B: Invoice

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

SECTION 12. AUTHORITY TO EXECUTE

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

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____
Zoe Barnard, Division Administrator
Addictive and Mental Disorders Division

CONTRACTOR

By: _____ Date: _____
Jim Larson, Chairman Cascade County Commission

ATTACHMENT A To Task Order No. 20-331-74148-0

Payment Schedule and Budget

1. Contract funding is allocated as follows: May 1, 2020 to June 30, 2021 in the amount of \$40,000.00.
2. Funds received will not be used to pay for services that can be billed to Medicaid, Block Grant, or other State General Fund programs.
3. Program funds will not be used to supplant existing funding from sources other than County and Tribal Matching Grant.
4. Monthly invoices will be submitted in required format for previous month by the 30th day of the following month.
5. Data will be submitted with each monthly invoice. Data submission is required prior to approval of invoice.
6. Budget includes all costs associated with each component of the project.
7. Payment for questioned costs may be withheld pending resolution of the disputed costs and may require rebilling by the Contractor.
8. The Contractor must submit all final claims and corrected invoices for the preceding fiscal year by September 30th.
9. All invoices received must have back up documentation for the amount that is being requested and must have back up documentation of the matching funds that are being paid by the contractor.
10. For services that are billable under Medicaid, Medicaid must be billed first. To prevent supplanting and duplication of billing. This contract and any other funding source cannot be billed for the same services billable under Medicaid.
11. Any FTE funded fully or partially through this contract cannot bill time or services covered by this contract to State General Fund, Block Grant or Medicaid to prevent duplication of billing.
12. Contractor and sub-recipient will support the Department in determining sustainable solutions for crisis programs by providing information, as requested, that includes but is not limited to: pertinent staff wages, staffing models, and data to support proposals to create sustainable Medicaid and State General Fund rates.

ATTACHMENT B To Task Order No. 20-331-74148-0

Invoice

Invoice will be provided to the County electronically by the Department upon execution of the contract.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2019.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

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.

May 12, 2020

Resolution #20-24

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Budget Appropriation for
Task Order Number 20-331-741480-0
DPHHS COVID-19
Community Behavioral Health

INITIATED AND PRESENTED BY: Trisha Gardner,
Public Health Officer

ACTION REQUESTED: Approval of Resolution 20-24

BACKGROUND:

The purpose of this Budget Appropriation is to adjust the budget due to receipt of Task Order #20-331-741480-0 DPHHS COVID-19 Community Behavioral Health contract that provides funding for community based behavioral health initiatives to meet the behavioral health needs caused or exacerbated by the COVID-19 pandemic.

TERM: May 1, 2020 - June 30, 2021

AMOUNT: \$40,000.00

RECOMMENDATION: Approval of Resolution 20-24

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 20-24, Budget Appropriation for Task Order Number 20-331-74148-0, DPHHS COVID-19 - Community Behavioral Health

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 20-24, Budget Appropriation for Task Order Number 20-331-74148-0, DPHHS COVID-19 - Community Behavioral Health

May 12, 2020

Contract #20-54

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Orasure Pricing Letter

INITIATED AND PRESENTED BY: Trisha Gardner, Public Health Officer

ACTION REQUESTED: Approval of Contract #20-54

BACKGROUND:

This pricing letter sets forth fee structures for OraQuick ADVANCE Rapid HIV-1/2 Tests and Controls and training on use of the kits.

TERM: February 12, 2020 – February 11, 2021

AMOUNT:

| <i>PIN</i> | Description | Qty. / Year | Case Price |
|------------|---|-------------|------------|
| 1001-0078 | OraQuick® ADVA CE Rapid HIV-1/2, 100 tests | As needed | \$800.00 |
| 1001-0079 | OraQuick® ADVANCE Rapid HIV- 1 /2, 25 tests | As needed | \$200.00 |
| 1001-0077 | OraQuick® ADVA CE Rapid HIV- 1/2 Controls | As needed | \$25.00 |

RECOMMENDATION: Approval of Contract #20-54

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20- 54, Orasure Pricing Letter.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-54, Orasure Pricing Letter

OraSure Technologies, Inc.

ORASURE PRICING LETTER

Effective this 12th day of February, 2020 and during the 24 month period ending February 11th, 2022 ("Term"), OraSure Technologies, Inc. ("OSUR") will provide the below listed pricing to Cascade County for its **City-County Health Department**. After the first six months of this Agreement, OSUR reserves the right to renegotiate future pricing based on purchase history and forecasted volume needs but shall not impose any increases during the 24 month contract term.

Ship To:
Bill To:

| | |
|--|-------------------------|
| City-County Health Department 115 4th St., South Great Falls, MT 59401 | Same as Ship To |
| Contact: Trisha Gardner Email: tgardner @cascadecountymt.gov | Customer# 100392 |

| <i>PIN</i> | Description | Qty. / Year | Case Price |
|-------------------|--|--------------------|-------------------|
| 1001-0078 | OraQuick® ADVA CE Rapid HIV-1/2, 100 tests | As needed | \$800.00 |
| 1001-0079 | OraQuick® ADVANCE Rapid HIV -1/2, 25 tests | As needed | \$200.00 |
| 1001-0077 | OraQuick® ADVA CE Rapid HIV- 1/2 Controls | As needed | \$25.00 |

OraSure shall ship Products EXWORKS (Incoterms 2010) OraSure's Bethlehem, Pennsylvania facility or other point of origin designated by OraSure whereupon title to the Products shall pass to City-County Health Department. Freight charges will be prepaid and added to your invoice. Payment terms are Net 30 days from invoice date. OraSure's Federal ID # is 36-4370966. OSUR will not accept returns for expired product; bulk orders must either be taken all at once or over agreed scheduled shipment dates in order to receive premium pricing. All purchases of Products shall be subject to OSUR's Standard Terms and Conditions, which are attached as Attachment A and made a part of this Agreement. Any inconsistencies between this Agreement and the attached Standard Terms and Conditions shall be controlled by this Agreement.

Standing Purchase Orders

OSUR recommends setting up a Standing Purchase Order when possible. This buying method will eliminate the need for customers to provide multiple purchase orders and will allow for customized monthly/quarterly shipments based upon needs.

Payment Address:

OraSure Technologies, Inc.
. PO Box 780518
Philadelphia, PA 19178-0518

Customer Care

To place orders please call 800-ORASURE or Fax Orders to 610-882-3572. Emails may be sent to customercare@orasure.com. Office Hours are 8 a.m. to 5:30 p.m. (Eastern Time).

Training

OSUR will provide training if required at no additional cost. Services will include: product information, step by step instructions for use of product, reading and interpreting test results, frequently asked questions regarding OraQuick® ADVA CE HIV-1/2 Tests, and responding to questions from individuals attending the training. Supporting documents and a training video will also be provided.

Please indicate your agreement to the above terms by signing in the space below and returning a signed copy to OSUR.

ORASURE TECHNOLOGIES, INC.

By: _____

Name: Tony Zezzo

Title: EVP, Business Unit Leader -ID

Agreed to and accepted:

City-County Health Department

By: _____

Name:

Title:

OraSure Technologies, Inc.

STANDARD TERMS AND CONDITIONS

1. **Purchase Orders.** No term or condition contained in any purchase order, purchase acknowledgement, or other instrument shall alter, amend, modify, or supplement the parties' obligations hereunder unless specifically agreed in writing by both parties to this Agreement.
2. **Returned Product.** As a general matter, except as expressly permitted herein, OraSure shall not accept or permit the return of Product after shipment to the Customer. Notwithstanding the foregoing, OraSure will accept a return of Product and will provide the Customer with a replacement, refund or credit, as determined by OraSure, if OraSure (i) ships to the Customer Product that was not ordered by the Customer under this Agreement, (ii) inadvertently or erroneously ships a different quantity of Product than the Customer ordered under this Agreement or (iii) ships Product which does not meet the limited warranty set forth in Section 4 (in which case Customer's sole remedies shall be as set forth in Section 4). In the event OraSure invoices the Customer for Product at an incorrect price, a refund, credit or corrected invoice will be issued by OraSure, as appropriate.
3. **Price; Payments.** OraSure shall sell the Product(s) to Customer at the price set forth on the attached cover page ("Price"). Unless otherwise indicated, the Price includes OraSure's standard packaging existing as of the date of shipment. If Customer requests and OraSure agrees to provide non-standard packaging, Customer shall pay OraSure an additional fee for such packaging in accordance with OraSure's then existing pricing policies. All Product shall be shipped to Customer EX WORKS (Incoterms 2010), unless otherwise agreed in writing by OraSure. The risk of loss shall pass to Customer at the time of delivery to the shipper at the point of origin. Prices are exclusive of all sales, use, transaction, inventory, value added, and similar taxes; export / import duties and fees and other governmental charges; and freight, shipping, and insurance charges. Customer shall have sole responsibility for paying all such charges. At Customer's request made in its purchase order, OraSure may, on Customer's behalf, choose a carrier, arrange for transportation of the Product to Customer or Customer's customers, insure the Product during shipment, and pay any U.S. export duties. OraSure shall charge Customer for all such expenditures in addition to the Price of the Product, and Customer shall pay such amounts. Unless otherwise agreed in writing by OraSure, Customer shall pay OraSure for Product purchased hereunder within thirty (30) days from the date of the invoice therefor. Any amounts owed to OraSure in connection with the Product, including without limitation, any costs OraSure incurs on Customer's behalf for shipping, freight, insurance, and duties and all other amounts due OraSure under this Agreement, shall be paid in U.S. dollars. Undisputed amounts not paid when due shall bear a late charge of 1.5 percent per month (or, if less, the maximum lawful rate) from the due date until paid. OraSure retains the right to require, at OraSure's option, that Product be sold to Customer on the express condition that Customer establish in favor of OraSure an irrevocable letter of credit confirmed by a banking institution acceptable to OraSure. Shipment shall at all times be subject to the approval of OraSure's credit department.
4. **Warranty and Disclaimer.** OraSure warrants that Product delivered to Customer hereunder (i) shall be consistent with the Product description and specifications for such Product that OraSure may supply to Customer from time to time as in effect at the time of shipment, and (ii) shall be free from defects in materials and workmanship for such Product's stated shelf life (the "Warranty Period"). THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. ORASURE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. During the Warranty Period, OraSure shall replace or, at OraSure's option, refund the Price or credit (against the Price of future purchases of Product) the Price of any Product that does not comply with the warranty set forth in this Section 4. At OraSure's request and expense, Customer shall return, at OraSure's expense, any Product to be replaced or for which the Price is to be refunded or credited. OraSure's obligation to replace defective Product or refund or credit the Price pursuant to this Section 4 shall not apply to any Product that has been subjected to misuse, mishandling, storage in a manner inconsistent with Product labeling, neglect, modification, or unusual physical or chemical stress after delivery to the shipper.
5. **Trademark and Patent Protection.** Customer acknowledges the validity of and OraSure's ownership of all patents, trademarks and other rights related to the Product(s) and that all trademarks used by OraSure in connection with the Product(s) and any foreign language translations thereof are the sole property of OraSure.
6. **Termination.** This Agreement cannot be cancelled or terminated except as follows. OraSure shall have the right to immediately terminate this Agreement upon notice to Customer if Customer is in arrears in payment of any undisputed amounts due hereunder. In the event that either party materially breaches this Agreement, the other party may terminate this Agreement by providing thirty (30) days advance written notice to the party in breach, provided that the party in breach does not cure the breach within such thirty (30) day notice period. If either party becomes the subject of insolvency or bankruptcy proceedings, ceases doing business, makes an assignment of assets for the benefit of creditors, dissolves, or has a trustee appointed for all or a substantial portion of its assets, the other party may terminate this Agreement immediately upon written notice.
7. **General Provisions.**
 - (a) **Non-assignment.** Customer may not assign, Transfer, or sell its rights under this Agreement, or delegate its duties hereunder, to any person including any Affiliate (as defined below) of Customer, without the prior written consent of OraSure, which may be granted or withheld in OraSure's sole discretion. A transfer of a controlling interest in Customer shall constitute an assignment. Any purported assignment without OraSure's consent shall be void and shall constitute a material breach of this Agreement. OraSure shall be free to assign, transfer and sell its rights under this Agreement, and delegate its duties, without Customer's consent.

(b) No resale. Product purchased shall be for the Customer's own use. Customer shall not resell the Product to another party.

(c) Entire Agreement; Modification; Waiver. This Agreement contains the entire and final agreement between the parties. No modification of any of its provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties. A waiver of any obligation Customer has under this Agreement shall be effective only if in writing signed by OraSure. Any waiver shall not affect OraSure's right to require strict compliance with this Agreement in the future.

(d) Notices. Any notices hereunder shall be given in writing directed to the address of each party set forth on the attached cover page, and to the attention of the receiving party's President, or to such other address and person as either party may specify by written notice to the other, and shall be deemed given (i) when personally delivered; (ii) if sent by recognized courier service, on the second business day after deposit with such courier, properly addressed and fee prepaid or billed to sender; (iii) if sent by U.S. certified mail, return receipt requested, on the fourth business day after deposit in the U.S. mail, properly addressed and postage prepaid; or (iv) if sent by facsimile, upon and after the receipt of a machine-generated written confirmation report corresponding to the notice given evidencing the proper facsimile number of the receiving party, provided a copy of such notice is also sent by mail.

(e) Governing Law. The rights of the parties under this Agreement shall be governed by the laws of the State of Montana, U.S.A., excluding choice of law rules.

(f) Arbitration. Any dispute in connection with this Agreement shall be settled by final and binding arbitration conducted in English in accordance with the rules of the American Arbitration Association and the arbitration shall take place in the Commonwealth of Pennsylvania, U.S.A. The arbitration shall be heard and determined by a single arbitrator. The award shall be made and shall be payable in U.S. dollars. The award shall include interest from the date of any breach or other violation of this Agreement. The arbitrator shall also fix an appropriate rate of interest from the date of the breach or other violation to the date when the award is paid in full. If the amount in controversy exceeds \$10,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the award, if any. The parties shall bear their own costs and attorney fees in any action to enforce the terms of this Agreement. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing herein shall prevent either party from resorting to a court of competent jurisdiction solely to seek injunctive relief. The parties agree that the award of the arbitral tribunal will be the sole and exclusive remedy between them regarding any and all claims and counterclaims presented to the tribunal.

(g) No Third Party Beneficiaries. No person or entity shall be a third party beneficiary under this Agreement.

(h) Force Majeure. OraSure will use its reasonable efforts to fill orders, but OraSure will not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery or labor problems, acts of regulatory agencies, discontinuation of a product line, war, acts of God or other causes beyond its control. Customer agrees that in such event OraSure, at its sole option and discretion, may allocate Products among its customers without liability.

(i) Liability. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCT, INCLUDING ANY CLAIMS BY THIRD PARTIES MADE AGAINST CUSTOMER, SHALL BE REFUND, CREDIT OR REPLACEMENT AS PROVIDED IN SECTION 4 ABOVE. IN NO EVENT SHALL ORASURE BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, NON-COMPENSATORY OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, OR INTERRUPTION OF BUSINESS IN ANY WAY ARISING OUT OF THE AGREEMENT OR THE MANUFACTURE, SALE, SUPPLY OR USE OF ANY PRODUCT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF ORASURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL OF THE LIMITATIONS SET FORTH IN THE AGREEMENT AND THESE GENERAL TERMS AND CONDITIONS SHALL APPLY (I) NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND (II) THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ORASURE'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE PRICE PAID FOR THE DEFECTIVE PRODUCT. CUSTOMER HAS ACCEPTED THIS DISCLAIMER OF LIABILITY FOR CERTAIN DAMAGES CONTAINED HEREIN AS PART OF A BARGAIN WITH RESPECT TO THE PRICING OF THE PRODUCTS AND UNDERSTANDS THAT THE PRICING WOULD BE HIGHER IF ORASURE WERE REQUIRED TO BEAR LIABILITY IN EXCESS OF THAT STATED HEREIN.

(j) All discounts, if any, provided under this Agreement are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by 42 C.F.R. § 100.1.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, Customer must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all discounts provided under this Agreement and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to Customer by OraSure concerning the discounts.

May 12, 2020

Agenda #1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Keefe Inmate Commissary Service Agreement**

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

ACTION REQUESTED: **Approval of Contract 20-53**

BACKGROUND:

The Cascade County Sheriff's Office would like to enter into an inmate commissary service agreement with Keefe Commissary Network, LLC to order commissary items for inmates, to operate and pay for commissary and to utilize an inmate trust account. Cascade County will be paid a commission of 20% of adjusted gross sales of commissary items.

TERM: **3-year term beginning on date of last signature**

AMOUNT: **\$0 cost to County**

RECOMMENDATION: **Approval of Contract 20-53**

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-53, Inmate Commissary Service Agreement with Keefe Commissary Network, LLC and Cascade County.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-53 Inmate Commissary Service Agreement with Keefe Commissary Network, LLC and Cascade County.

INMATE COMMISSARY SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of May, 2020, by and between, **Cascade County**, a corporate political subdivision of the State of Montana, and **Keefe Commissary Network, LLC** (hereinafter referred to as "Keefe" or "Contractor"), a Foreign Limited Liability Company, whose Montana registered agent is Cogency Global, Inc., 302 N. Last Chance Gulch Suite 403, Helena, Montana 59601.

WITNESSETH

WHEREAS, Cascade County desires to provide inmate commissary services for its Cascade County Inmates (County Inmates) housed within its Regional Adult Detention Center (Detention Center) located at 3800 Ulm North Frontage Road, Cascade County, Montana; and

WHEREAS, Cascade County solicited through a *Request for Proposals* herein incorporated into this Agreement by reference for an inmate commissary service provider and Keefe responded; and

WHEREAS, Keefe is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States; and

WHEREAS, Keefe's *Response* to the *Request for Proposals* herein incorporated into this Agreement by reference, demonstrates that Keefe is capable of providing said services to Cascade County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency and receipt of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. **Description of Services.** Keefe shall provide Cascade County the following services which are detailed herein: the ordering of commissary items by inmates; the operation of and payment for commissary; payments to inmate trust accounts; and an inmate package program (collectively, "Commissary Services").
2. **Description of Services.** Except as otherwise provided for herein, Keefe shall comply with the following timeline for phasing in the Commissary Services so as to have implementation (going live) no later than August 1, 2020:
3. **Term.** This Agreement will be in effective for three (3) year contract period beginning from the date all parties sign this Agreement. The Agreement will renew automatically for one (1) year terms unless written notice of termination is provided by either party at least one hundred twenty (120) days prior to the expiration of the then existing term.
4. **Location.** The parties agree services offered will be provided at the Detention Center in Cascade County, Montana.

5. **Payment.** Keefe will invoice Cascade County on a weekly basis for all commissary items purchased. Cascade County shall pay such undisputed invoices within thirty (30) days.
6. **Commission.** Cascade County will be paid a commission for the services to be provided under this Agreement equal to **20%** of Adjusted Gross Sales of commissary items. "Adjusted Gross Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in **Exhibit B** of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Cascade County shall be reduced accordingly by Keefe after discussion and agreement from Cascade County.
7. **Operation of Commissary by Cascade County.** Cascade County agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the computer equipment, as listed in Exhibit A ("Computer Equipment") and the Keefe proprietary software, as also listed in Exhibit A ("Keefe Software"); (b) manage and reconcile the funds in the Inmate Trust Accounts; and (c) deliver the completed commissary orders to the individual inmates.
8. **Operation of Commissary by Keefe.** Keefe agrees that, on an as-needed basis, it will download all inmate orders for commissary items. Keefe will bag, box, and ship such commissary items to Cascade County for distribution to the inmates and invoice Cascade County for all such purchases in accordance with Section 5. In addition, Keefe will keep the Computer Equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.
9. **Hardware/Software.** During the term of this Agreement, Keefe shall supply Cascade County with the Computer Equipment and Keefe Software as listed in **Exhibit A**. Cascade County agrees to return all Computer Equipment and Keefe Software to Keefe in workable order (reasonable wear and tear and utility obsolesce notwithstanding) upon contract termination. Keefe hereby grants to Cascade County a non-exclusive, royalty-free license to use the Keefe Software during the term of this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Cascade County hereby agrees that it will NOT disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing.
10. **Menu.** Commissary item selection and pricing will be agreed upon by Cascade County and Keefe. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually. All changes must be approved by Cascade County and thereafter incorporated by amendment to the Agreement. The initial commissary

item selection and pricing as agreed to by Keefe and Cascade County is attached hereto as **Exhibit D**.

11. **Payment Services.** This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit C, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within the Detention Center. Cascade County will provide electrical power to operate the kiosk(s) and Keefe will provide the network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to Cascade County's designated bank account in accordance with the terms and conditions provided for in **Exhibit C**. Except as provided for herein, no fees for this service will be borne by Cascade County.
12. **Package Program.** This Agreement includes Keefe's Access Securepak® Inmate Package Program Service. Keefe shall process and deliver orders placed through its Access Securepak website on the terms and conditions provided therein. Cascade County will be paid a commission for this service equal to **20%** of all final Securepak sales made on behalf of County Inmates at the Detention Center minus any sales tax, returns, processing fee, refunds and/or chargebacks resulting from or arising out of the sales. Keefe shall deliver Securepak orders to the Detention Center **_Once_ per _Week_** [*and the maximum spending/weight limit on each order is \$50*].
13. **Training.** Keefe agrees to provide, at their expense, all staff training, as requested by Cascade County.
14. **Communications.** All communications affecting the terms and conditions of this Agreement, and concerning execution of said Agreement shall be made only between the parties and specifically directed to the designated contacts identified herein, or their equivalent representative or agent.
15. **Insurance and Workers' Compensation.** Keefe agrees to maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, and to provide professional liability insurance.

Keefe agrees to purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) in aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Keefe, and its employees, agents, representatives, successors, assigns or subcontractors.

In accordance with MCA §§ 39-71-401 and 39-71-405, Keefe agrees to provide workers' compensation insurance for its employees while performing work under this Agreement.

Keefe agrees to provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Agreement.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Keefe agrees to furnish proof of required insurance to Cascade County prior to commencing work under this Agreement. Cascade County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by Cascade County.

7. **Compliance with Laws and Non-Discrimination.** Keefe agrees all hiring must be on the basis of merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, Keefe agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.
8. **Wage & Labor.** Pursuant to MCA § 18-2-401(11)(a), a "public works contract" is defined as "a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000." **Contractor shall be required to determine if the scope of work and services provided herein constitute a public works contract, necessitating Montana resident preferences and prevailing wage rates which would apply to this work and Contract.** Contractor and any and all subcontractors at any level or tier of work shall give preference to the employment of bone fide Montana residents in the performance of the work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provision in effect and applicable to the County or locality in which the work is being performed (MCA § 18-2-403). At least 50% of the workers, as defined by the Department of Labor and Industry (DOLI), must be bona fide Montana residents (MCA §§ 18-2-401, 18-2-402). The Commissioner of the DOLI has established the standard prevailing rate of wages in accordance with MCA §§ 18-2-401 and 18-2-402. A copy of the rates entitled "State of Montana, Prevailing Wage Rates" are available online at Montana DOLI website at montana.gov. The Commissioner of the Montana DOLI has established the resident requirement in accordance with MCA § 18-2-409. The Contractor and any and all subcontractors at any level or tier of the work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the work to DOLI. The Contractor and any and all subcontractors at any tier or level of the work, and as determined by the Montana DOLI, shall classify all workers in accordance with the State of Montana, Prevailing Wage Rates. In the even the Contractor is unable to classify a worker in accordance with these rates, it shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid. **It is not the responsibility of Cascade County to determine who classifies as a subcontractor or any other persons involved in any aspect of the work at any tier or level.** All such determinations shall be the sole responsibility of the Contractor, subcontractor, or any other persons involved in the project at any tier or level. The Contractor is further required to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for not less than three (3) years after the Contractor's completion

of work on the project. The Contractor is also required to post a statement of all wages and fringe benefits in a visible and accessible location in compliance with MCA § 18- 2-423.

9. **Choice of Law.** The parties agree that jurisdiction and proper venue exist in the Eighth Judicial District, Cascade County, Montana located in Great Falls, Montana. This Agreement will be construed under and governed by the laws of the State of Montana.
10. **Taxes.** In the event the Internal Revenue Services ("IRS") should determine Keefe is, according to IRS guidelines, an employee subject to withholding and social security contributions, Keefe shall acknowledge all payments, if any, to Keefe are gross payments and Keefe is responsible for all income taxes and social security payments received prior to such IRS determination.
11. **Termination of Contract.** This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least one hundred twenty (120) days prior to the date of the intended termination.
12. **Modification.** No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by the parties.
13. **Excused Performance.** In case performance of any term or provision herein shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, pandemics, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.
14. **Cascade County Responsibilities.** Cascade County shall promptly notify Keefe of any changes in its hardware systems, software or operating procedures that it reasonably believes may interact with Keefe's supplied hardware, software or its operating procedures.
15. **Relationship of the Parties.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.
16. **Non-Exclusivity.** Keefe acknowledges that Cascade County operates both a county jail and a regional prison within its Detention Center. Keefe has the exclusive right hereunder to provide Commissary Services for County Inmates but Cascade County retains the right to utilize one (1) or more other commissary service providers for all other detainees in its Detention Center.

17. **Consent.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.
18. **Records.** Keefe agrees to maintain sufficient records incidental to the performance of this Agreement to enable Cascade County to document the performance of the Agreement. Keefe agrees to allow access to those records by the Cascade County Sheriff's Office, the County Attorney's Office, the County Auditor, any independent auditor employed by Cascade County, and to representatives of the state or federal government. Records shall be retained for at least seven (7) years after expiration or termination of the Agreement.
19. **Public Access to Information.** Keefe acknowledges that Cascade County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.
20. **Sovereign Immunity.** Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.
21. **Indemnification.** Keefe shall defend, indemnify, and hold harmless Cascade County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to the parties as a result of any negligent action or omission or willful misconduct of Keefe, its employees, agents, successors, and assignees. Further, Cascade County shall defend, indemnify, and hold harmless Keefe, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Cascade County, its officers, agents, employees, successors, and assignees.
22. **Severability.** If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.
23. **Entire Agreement.** This contract and the Exhibits attached hereto, the RFP and addendum, and Keefe's RFP response constitutes and contains the entire Agreement between the parties and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof, unless incorporated by reference herein. In the case of dispute or ambiguity about the minimum levels of performance by Keefe, the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) the RFP and addendum, and 5) Keefe's RFP response.


24. **Time is of the Essence.** Time is specifically declared to be of essence of this Agreement, and of acts required to be done and performed by the parties.
25. **Successors & Assigns.** This Agreement shall inure to the benefit of and is binding upon any successors and assigns of the parties.
26. **No Third-Party Benefits.** This Agreement is not intended, and shall not be deemed or construed, to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto, except as otherwise provided.
27. **Attorney's Fees.** The parties shall bear their own costs and attorney fees should either party retain counsel for the purpose of enforcing or preventing the breach of any provision herein, including but not limited to instituting any action or proceeding to enforce any provisions herein, for damages by reason of any alleged breach of any provision of this Agreement, for a declaration of such party's rights or obligations hereunder or for any other judicial remedy.
28. **Miscellaneous.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.
29. **Authority.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.
30. **Designated Contacts.** The following named individuals will serve as designated contacts for each of the parties, for all communication regarding the performance of this Agreement:

| CASCADE COUNTY CONTACT | KEEFE COMMISSARY NETWORK, LLC CONTACT |
|---|---|
| Keith Kaululaau, Captain Cascade County Sheriff's Office 3800 Ulm North Frontage Road Great Falls, MT 59404 Phone: (406) 454-6800 Fax: Email: kkaululaau@cascadecountymt.gov Cascade County Attorney's Office Attn. Civil Department 121 4 th Street North, Suite 2A Great Falls, MT 59401 | John Puricelli, Executive Vice President 10880 Lin Page Place St. Louis, MO 63132 Phone: Fax: Email: General Counsel TKC Holdings, Inc. 1260 Andes Boulevard St. Louis, MO 63132 Phone: |

| | |
|--|----------------|
| Phone: (406) 454-6915 Fax: (406) 454-6949 | Fax: Email: |
|--|----------------|

IN WITNESS WHEREOF, the parties have executed and signed this Agreement as of the date written above.

KEEFE COMMISSARY NETWORK, LLC



John Puricelli, Executive Vice President

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

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ___ day of _____, 20__, I hereby attest the above-written signatures of James L. Larson, Jane Weber, and Joe Briggs, Cascade County Commissioners.

Rina Moore, Cascade County Clerk and Recorder
(Clerk and Recorder Seal)

* 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.

Exhibit A**Hardware / Software Featured****Description**

| |
|--|
| Dell Optiplex 7010, Intel i7-3770 3.4 GHz, 8 GB RAM, 1 TBHD (Windows 7) |
| Dell PE T620, Intel Xeon E5-2603 1.88 GHz, 2 GB RAM, 5x146 GBHD (Server 2008) |
| Ethernet Cable 10 ft. |
| Dell Laser B2360dn 1 yr warranty + add'l 2 yr warranty (duplex and networking) |
| USB Printer Cable 2.0 Type A to Type B Cable - 6.6 ft - *12/12 |
| OpScan 4 Scanner dual side ink/pencil w/ run-time software |
| Lobby Kiosk - Inducomp |
| Secure Release - card swipe (ID TECH IDMB-335133B) |

The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.

Exhibit B

Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Cascade County

Refunded items

Exhibit C
Payment Services

1. **Services.** Keefe will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("**Transactions**") for crediting account balances held by Cascade County on behalf of the recipients of funds (the "**Services**"). Keefe provides the Services in its capacity as a licensed money services business. Keefe represents and warrants to Cascade County that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** Cascade County authorizes Keefe to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Cascade County for the benefit of designated recipients.
3. **Responsibilities of Keefe.**
 - a. Keefe will receive payments from the public, directed to recipients by way of the Services.
 - b. Keefe will transfer payment files to Cascade County on a daily basis. Keefe will deliver payments to Cascade County by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Cascade County's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Cascade County acknowledges and agrees that Keefe may reject, terminate or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.
 - c. Keefe will provide Cascade County with daily payment information by way of the Keefe - Cascade County interface, which Keefe will be responsible for establishing.
 - d. Keefe will be responsible for responding to and resolving, including but not limited to correcting any financial deficiencies, all inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Cascade County.
 - e. Keefe will provide sufficient promotional material to be posted by Cascade County.
 - f. Keefe, upon receipt of written notice from Cascade County, shall place limitations on transactions. The limitations will be implemented by Keefe within 24 hours' notification.
 - g. Keefe may contract with a third-party service provider, subject to Cascade County's written approval which shall not be unreasonably withheld, to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
 - h. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.

4. Responsibilities of Cascade County.

- a. Cascade County will provide Keefe with the required bank account information for transmission of an EFT. Cascade County agrees to notify Keefe, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
- b. Cascade County will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any undisputed overpayment made by Keefe. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Keefe and any incorrect payments. With Cascade County's written consent, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Cascade County.
- c. Upon implementation of the Services, Cascade County agrees that it will not accept payments designated for recipient accounts. Cascade County will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
- d. Cascade County will promptly report receipt of each payment to the designated account or recipient in accordance with the Cascade County policy.
- e. Customer agrees that Keefe may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.

5. Rates. The Services shall be provided at no cost to Cascade County. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which Cascade County acknowledges may be amended by Keefe in its sole discretion from time to time.**6. Termination.** The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit C within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.**7. Refunds/Chargebacks.**

- a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law. Keefe will reimburse, defend, indemnify and hold Cascade County harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) for any and all claims which may be brought pursuant to this provision.
- b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Cascade County agrees to provide requested information needed to pursue the chargeback.

- c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control. Keefe will reimburse, defend, indemnify and hold Cascade County harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) for any and all claims which may be brought pursuant to this provision.
- d. If Cascade County and sender of funds issue inconsistent instructions or requests to Keefe, Cascade County's instructions will control and Cascade County will reimburse, defend, indemnify and hold Keefe harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Cascade County's instructions.

Exhibit D
Commissary Menu Items and Prices

Exhibit D

Commissary Menu Items and Prices

| Alias | Item | Unit of Measure | Description | Product Size | Unit Price | Security Friendly Item |
|-------|----------|-----------------|---|--------------|------------|------------------------|
| 1 | 20024 | EA | SHAMPOO | 4 oz | \$1.04 | X |
| 2 | 20025 | EA | CONDITIONER | 4 oz | \$1.04 | X |
| 40 | 22952 | EA | HAIR FOOD W/VITAMIN E | 5 oz | \$2.50 | X |
| 45 | 24872 | EA | AFRICAN CROWN HAIRDRESS | 5 oz | \$1.85 | X |
| 48 | 22951 | EA | COCONUT OIL HAIR&SCLP COND | 5 oz | \$3.00 | X |
| 50 | 22949 | EA | HAIRDRESS | 5 oz | \$1.85 | X |
| 52 | 20385 | EA | AFRICAN PRIDE MAGICAL GRO | 5.3 oz | \$5.35 | |
| 55 | 20512 | EA | PRO GLO GEL POMADE | 4 oz | \$2.75 | |
| 56 | 20377 | EA | MURRAYS POMADE | 4 oz | \$3.50 | X |
| 102 | 22337 | EA | P-UP A/P DEODORANT FORCE | 2.5 oz | \$2.30 | |
| 106 | 22344 | EA | P-UP WOMENS A/P DEODORANT | 2 oz | \$2.30 | |
| 111 | 80000565 | EA | MENNEN SPEED STICK_DEOD ACTIVE FRESH MENS | 1.8 oz | \$2.75 | |
| 116 | 24623 | EA | SUAVE ANTI-BACTERIA A/P | 1.4 oz | \$3.00 | |
| 186 | 24726 | EA | ANTIBIOTIC CRM - INDIGENT | 1 oz | \$3.35 | |
| 201 | 22375 | EA | BABY POWDER | 15 oz | \$3.25 | |
| 210 | 20028 | EA | SKIN CARE LOTION | 4 oz | \$1.04 | X |
| 212 | 24967 | EA | COCONUT LIME ALOE LOTION | 15 oz | \$2.25 | |
| 214 | 24968 | EA | COCOA & SHEA COND LOTION | 15 oz | \$2.25 | |
| 221 | 20319 | EA | PETROLEUM JELLY | 3.75 oz | \$1.50 | X |
| 235 | 21926 | EA | SUAVE SKIN THERAPY LOTION | 10 oz | \$2.75 | |
| 240 | 20646 | EA | GEN STRIDEX(HTG SKIN CRM) | 4.5 oz | \$2.00 | |
| 242 | 80006870 | EA | BENZOYL PEROXIDE | 1 oz | \$3.00 | |
| 251 | 24126 | EA | GEN TINACTIN(TOLNAFT CRM) | .5 oz | \$1.80 | |
| 273 | 80008056 | EA | CHAPET LIP BALM | .16 oz | \$1.71 | |
| 287 | 26104 | EA | MELATONIN | 60 ct | \$6.85 | |
| 320 | 24409 | EA | REG MAGIC CREAM SHAVE | 6 oz | \$3.40 | |
| 355 | 24936 | EA | SHAMPOO W/ALOE-GINSENG | 15 oz | \$2.30 | X |
| 357 | 24937 | EA | DAILY SHAMPOO W/ECLP MINT | 15 oz | \$2.50 | X |

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|-----|--------------|----|--|--------------|--------|---|
| 358 | 24939 | EA | CONDITIONER-ALMOND/SHEA | 15 oz | \$2.30 | X |
| 361 | 24942 | EA | ELEMENTZ 3-N-1 BODY WASH COCO LIME | 15 oz | \$2.50 | X |
| 362 | 24938 | EA | DANDRUFF SHAMP/ALMND SHEA | 15 oz | \$3.00 | X |
| 363 | 24941 | EA | STYLING GEL W/ALOE VERA | 15 oz | \$2.30 | X |
| 371 | 22067 | EA | CETAFEN (GENRC TYLENOL) | 2 pk | \$0.25 | |
| 397 | 22096 | EA | NEXT1 COCOA BTTR SOAP | 5 oz | \$1.05 | X |
| 400 | 21487 | EA | IRISH SPRING SOAP | 3.2 oz | \$1.25 | |
| 409 | 26053 | EA | IVORY SOAP BAR | 4 oz | \$1.20 | |
| 424 | 22097 | EA | MOISTURIZING SOAP | 5 oz | \$0.90 | X |
| 455 | 22400 | EA | ASPRIN 2/PK | 2 pk | \$0.22 | |
| 491 | 20273 | EA | SOAP DISH 2PC | EA | \$0.90 | |
| 500 | 800015 37 | EA | MOUTHWASH_ORAL HEALTH RINSE | 8 oz | \$1.80 | X |
| 507 | 26096 | EA | COLGATE CLR GEL T/P | 4.2 oz | \$2.85 | X |
| 519 | 800027 76 | EA | COLGATE TOOTHPASTE | 2.5 oz | \$1.80 | |
| 530 | 21017 | EA | COOL WAVE CLR TOOTHPASTE | 4 oz | \$2.25 | X |
| 572 | 21423 | EA | COLD, COUGH, FLU | 2 pk | \$0.35 | |
| 590 | 24125 | BX | DENTURE TABLET | 40 ct | \$3.54 | |
| 591 | 24125 | EA | DENT. CLEANER 1 TABLET | 40 ct | \$0.22 | |
| 595 | 20312 | EA | EFFERGRIP | 2.5 oz | \$4.50 | |
| 640 | 800015 42 | PK | (PK) ROLAIDS 3/ROLLS | 3/pk | \$2.50 | |
| 674 | 20244 | EA | HALLS CHERRY COUGH DROPS | 9 ct roll | \$0.90 | |
| 681 | 800036 30 | EA | MULTIVITAMIN W/IRON | 100 ct | \$3.30 | X |
| 691 | 20714 | EA | ARTIFICIAL TEARS | .5 oz | \$2.50 | X |
| 706 | 2077 | EA | CONTACT LENS CASE | EA | \$1.00 | X |
| 710 | 21899 | BX | TAMPONS 1BX | 20 ct | \$5.00 | |
| 712 | 21065 | BX | PREFERENCE REGULAR MAXI PAD 24CT. BOX | 24ct | \$5.00 | |
| 720 | 20329 | EA | FOOT POWDER | 3 oz | \$2.50 | |
| 754 | 20294 | PK | EMERY BOARD (10PACK) | EA | \$1.55 | |
| 800 | 800001 12 | EA | 5 INCH COMB | EA | \$0.50 | |
| 815 | 800012 97 | EA | HW MILITARY BRUSH_NO HANDLE | EA | \$2.65 | |
| 825 | 20284 | EA | SMALL AFRO PIK | EA | \$1.25 | |
| 834 | 21372 | EA | BLACK PONTAILERS | EA | \$1.25 | |
| 840 | 20474 | EA | SHOWER CAP | EA | \$0.25 | |
| 854 | 20351 | EA | FOAM ROLLERS LRG. | EA | \$2.30 | |

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|------|----------------|-----|---|--------|--------|---|
| 889 | 24354 | EA | CONTACT SOLUTION_MULTIPURPOSE | 2 oz | \$3.25 | X |
| 910 | 800076 74 | EA | MASCARA | .27 oz | \$3.80 | |
| 991 | 800062 34 | EA | WET N WILD_EYESHADOW QUAD_SWEET AS CANDY | EA | \$3.80 | |
| 1010 | 20240 | EA | #10 WHITE ENVELOPE | EA | \$0.12 | |
| 1015 | 20243 | EA | MANILLA ENVELOPE | EA | \$0.50 | |
| 1049 | 928 | EA | 1 EACH 1ST CLASS STAMP | EA | \$0.55 | |
| 1060 | 20235 | PAD | 8.5 X 11 LETTER PAD WHT | EA | \$2.00 | |
| 1061 | 20236 | PAD | 8.5 X 11 LETTER PAD YLW | EA | \$2.05 | |
| 1070 | 20241 | PAD | SKETCH PAD 8.5 X 11 WHITE | EA | \$1.00 | |
| 1080 | 800071 24 | EA | ROSE ART COLORED PENCILS | EA | \$2.20 | |
| 1085 | 20251 | EA | BEVELED ERASER | EA | \$0.30 | |
| 1087 | 20299 | EA | SPANISH ENGLISH DICTIONAR | EA | \$2.00 | |
| 1103 | 29015 | EA | BIRTHDAY CARD | EA | \$1.85 | |
| 1106 | 800036 63 | EA | FRIENDSHIP LOVE CARD_PAPER | EA | \$1.85 | |
| 1121 | 800001 04 | KIT | SEASONAL GREETING CARD | EA | \$1.85 | |
| 1193 | 502590 1099 | EA | AMERICAN HRTG DICTIONARY | EA | \$8.00 | |
| 1256 | 502980 1099 | EA | FOAM EAR PLUG | EA | \$0.60 | |
| 1303 | 20210 | EA | BICYCLE US PLAYING CARD | EA | \$2.50 | |
| 1305 | 20215 | EA | PINOCHLE CARDS | EA | \$2.10 | |
| 1308 | 24711 | EA | WORD SEARCH BOOK | EA | \$2.25 | |
| 1415 | 800061 45 | EA | GEN_CUP W/LID | EA | \$1.15 | |
| 1417 | 20577 | EA | SPOON (PLASTIC) | EA | \$0.05 | |
| 1432 | 506370 1005 | EA | BEIGE WASHCLOTH | EA | \$1.00 | |
| 1450 | 22602 | EA | SM. SHOWER SHOE | EA | \$3.40 | |
| 1451 | 22603 | EA | MED. SHOWER SHOE | EA | \$3.40 | |
| 1452 | 22604 | EA | LG. SHOWER SHOE | EA | \$3.40 | |
| 1472 | 21121 | EA | ULTRA SURF 2 OZ | EA | \$0.63 | |
| 1504 | 516010 2001 | EA | SMALL T-SHIRT | EA | \$3.80 | |
| 1505 | 516010 3001 | EA | MED T-SHIRT | EA | \$3.80 | |
| 1506 | 516010 4001 | EA | LG T-SHIRT | EA | \$3.80 | |
| 1507 | 516010 5001 | EA | XLG T-SHIRT | EA | \$3.99 | |

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|------|----------------|----|--------------------------|----|-------------|--|
| 1508 | 516010 6001 | EA | XXLG T-SHIRT | EA | \$6.46 | |
| 1509 | 516010 7001 | EA | 3X LARGE T-SHIRT | EA | \$6.84 | |
| 1529 | 516020 2001 | EA | SM BOXER SHORTS WHITE | EA | \$2.85 | |
| 1530 | 516020 3001 | EA | MED BOXER SHORTS WHITE | EA | \$2.85 | |
| 1531 | 516020 4001 | EA | LG BOXER SHORTS WHITE | EA | \$2.85 | |
| 1532 | 516020 5001 | EA | XLG BOXER SHORTS WHITE | EA | \$3.04 | |
| 1533 | 516020 6001 | EA | 2XLG BOXER SHORTS WHT | EA | \$3.80 | |
| 1534 | 516020 7001 | EA | 3XLG BOXER SHORTS WHT | EA | \$4.75 | |
| 1540 | 508880 1001 | EA | TUBE SOCK (ONE SIZE FITS | EA | \$1.82 | |
| 1552 | 505430 4099 | EA | LRG THERMAL TOP | EA | \$8.00 | |
| 1553 | 505430 5099 | EA | XL THERMAL TOP | EA | \$8.00 | |
| 1554 | 505430 6099 | EA | 2XL THERMAL TOP | EA | \$10.0 0 | |
| 1555 | 505430 7099 | EA | 3XL THERMAL TOP | EA | \$10.0 0 | |
| 1562 | 505440 4099 | EA | LRG THERMAL BOTTOMS | EA | \$8.00 | |
| 1563 | 505440 5099 | EA | XLRG THERMAL BOTTOMS | EA | \$8.00 | |
| 1564 | 505440 6099 | EA | MEN THERMAL BOTTOM 2XLRG | EA | \$10.0 0 | |
| 1565 | 505440 7099 | EA | MEN 3XL THERMAL BOTTOM | EA | \$10.0 0 | |
| 1582 | 506000 3002 | EA | MED. SWEATSHIRT GRAY | EA | \$14.5 0 | |
| 1583 | 506000 4002 | EA | LRG. SWEATSHIRT GRAY | EA | \$14.5 0 | |
| 1584 | 506000 5002 | EA | XLRG SWEATSHIRT GRAY | EA | \$15.5 0 | |
| 1585 | 506000 6002 | EA | 2X SWEATSHIRT GRAY | EA | \$15.5 0 | |
| 1586 | 506000 7002 | EA | 3X SWEATSHIRT GRAY | EA | \$20.0 0 | |
| 1625 | 504570 2001 | EA | SPORTS BRA SMALL | EA | \$6.00 | |

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|------|----------------|----|------------------------------------|------------|-------------|---|
| 1626 | 504570 3001 | EA | SPORTS BRA MEDIUM | EA | \$6.00 | |
| 1627 | 504570 4001 | EA | SPORTS BRA LARGE | EA | \$6.00 | |
| 1628 | 504570 5001 | EA | SPORTS BRA XLARGE | EA | \$6.00 | |
| 1650 | 506910 6001 | EA | SZ 6 WOMENS PANTIES | EA | \$1.75 | |
| 1651 | 506910 8001 | EA | SZ 8 WOMENS PANTIES | EA | \$1.75 | |
| 1652 | 506911 0001 | EA | SZ 10 WOMENS PANTIES | EA | \$2.30 | |
| 1653 | 506911 1001 | EA | SZ 11 WOMENS PANTIES | EA | \$2.28 | |
| 1706 | 800070 56 | EA | DOUBLE FOAM INSOLES | EA | \$3.05 | |
| 1751 | 816700 7001 | EA | SZ 7 RAWLINGS MARC II VELCRO SHOE | EA | \$45.0 0 | |
| 1753 | 816700 8001 | EA | SZ 8 RAWLINGS MARC II VELCRO SHOE | EA | \$45.0 0 | |
| 1759 | 816701 1001 | EA | SZ 11 RAWLINGS MARC II VELCRO SHOE | EA | \$45.0 0 | |
| 1761 | 816701 3001 | EA | SZ 13 RAWLINGS MARC II VELCRO SHOE | EA | \$45.0 0 | |
| 1853 | 816700 9001 | EA | SZ 9 RAWLINGS MARC II VELCRO SHOE | EA | \$45.0 0 | |
| 1854 | 816701 0001 | EA | SZ 10 RAWLINGS MARC II VELCRO SHOE | EA | \$45.0 0 | |
| 1856 | 816701 2001 | EA | SZ 12 RAWLINGS MARC II VELCRO SHOE | EA | \$45.0 0 | |
| 2005 | 4478 | EA | TC COFFEE (1-STICK) | 1.5 g | \$0.20 | |
| 2011 | 7024 | EA | KF DECAF(CLRPK W/ZIP) | 3 oz | \$3.10 | X |
| 2015 | 7022 | EA | 100% COLOMBIAN FREEZE DRIED COFFEE | 3 oz | \$3.56 | X |
| 2017 | 2974 | EA | MAXWELL HOUSE CLEAR | 4 oz | \$4.25 | X |
| 2021 | 26 | EA | CREAMER CLEARPACK | 8 oz | \$2.89 | X |
| 2022 | 1442 | SP | FRUIT PUNCH SS,NS | 10/pk | \$1.50 | |
| 2028 | 416 | BX | KF TEA BAGS | 48 ct | \$2.10 | |
| 2041 | 3701 | EA | FRENCH VANILLA CAPPUCINO | 8 oz | \$2.45 | X |
| 2067 | 70529 | EA | NESTLE RICH SS HOT COCOA | .71 oz | \$0.35 | |
| 2076 | 7039 | EA | 10OZ KF COCOA W/CLRPK ZIP | 10 oz | \$2.00 | X |
| 2079 | 266 | BX | SUGARTWIN 2 W/ASPARTAME | 100/b x | \$4.75 | |
| 2082 | 237 | EA | S.S. CREAMER | .105 oz | \$0.04 | |
| 2083 | 265 | BX | SUGAR TWIN BOX | 100/b x | \$3.26 | |

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|------|--------------|-----|---------------------------------|------------|--------|---|
| 2216 | 9719 | BX | (BX)PINK SUGAR SUBSTITUTE | 3.5 oz | \$2.10 | |
| 2217 | 9719 | EA | (1/PK)SWEETMATE PINK | PKT | \$0.03 | |
| 2283 | 10244 | EA | KEEFE COLOMBIAN BLEND | 3 oz | \$3.65 | |
| 2289 | 800017 34 | BX | (BX) TEA W/ LEMON DRINK MIX | .47 oz | \$2.15 | |
| 2550 | 6566 | EA | PDF NONFAT DRY MILK | 10 oz | \$3.00 | X |
| 2664 | 4935 | EA | MACARONI & CHEESE | 3 oz | \$1.50 | X |
| 2669 | 4940 | EA | SPICY CHEESY REFRID BEANS | 4 oz | \$1.80 | X |
| 3004 | 10055 | EA | ZC PB CREME COOKIES | 6 oz | \$1.00 | X |
| 3007 | 6076 | EA | ZC DUPLEX CREMES | 14 oz | \$3.15 | X |
| 3010 | 800010 46 | EA | GRANDMAS COOKIES CHOC CHIP | 2.5 oz | \$0.82 | |
| 3020 | 800033 05 | EA | OREO COOKIES | 2.4 oz | \$0.82 | |
| 3031 | 10056 | EA | ZC ORNG-PNAPPLE CRMS | 6 oz | \$1.00 | X |
| 3050 | 6073 | EA | ZC CHOC CHIP COOKIES | 16 oz | \$3.15 | X |
| 3107 | 7914 | BX | (BOX)SALTINE CRACKERS | 16 oz | \$2.89 | |
| 3114 | 800055 23 | BX | (BOX) SNACK CRACKERS | 13.7 oz | \$2.83 | |
| 3118 | 4490 | EA | WHEAT THINS | 9.1 oz | \$2.50 | |
| 3198 | 5182 | EA | 2/PK STRWBRY TSTR PASTRY | 3.67 oz | \$0.75 | |
| 3205 | 800057 32 | EA | CHOC DBL DECKER MOON PIE | 2.75 oz | \$0.70 | X |
| 3230 | 6052 | EA | (EA) ZC PB WAFERS | 12 oz | \$0.68 | X |
| 3231 | 6053 | EA | (EA) OATMEAL & CREME SNACK CAKE | 16 oz | \$0.25 | X |
| 3236 | 6055 | EA | (EA) ZC SWISS ROLLS | 12 oz | \$0.55 | X |
| 3245 | 6051 | EA | (EA)ZC D-DUNX | 10 oz | \$0.50 | X |
| 3248 | 800057 39 | EA | DUCHESS CINNAMON ROLL | 4 oz | \$1.18 | X |
| 3270 | 6060 | EA | ZC CHOC CREME CUPCAKE | 4 oz | \$1.10 | X |
| 3274 | 6043 | EA | ZC MONSTER ICED BUNEEZ | 6 oz | \$0.72 | X |
| 3343 | 10364 | EA | GVC HONEY TOASTED OATS | 20 oz | \$4.40 | X |
| 3357 | 10360 | EA | CINNAMON SQUARES | 20 oz | \$4.40 | X |
| 3358 | 10361 | EA | FROSTED FLAKES | 20 oz | \$4.40 | X |
| 3530 | 9394 | EA | SPICY JALP SQZ CHEESE | 16 oz | \$3.11 | X |
| 3584 | 800017 21 | EA | BC HOT & SPICY SUMMER SAUSAGE | 5 oz | \$1.95 | X |
| 3585 | 800017 19 | EA | BEEF SUMMER SAUSAGE | 5 oz | \$1.95 | X |
| 3619 | 41743 | KIT | GOLF PENCIL W/ARHD ERASER | KIT | \$0.25 | X |
| 4001 | 955 | EA | M&M PEANUT | 1.74 oz | \$1.20 | |

| | | | | | | |
|------|--------------|----|----------------------------|------------|--------|---|
| 4005 | 800071 57 | EA | BUTTERFINGER | 1.9 oz | \$1.20 | |
| 4010 | 10502 | EA | SNICKERS BAR | 1.86 oz | \$1.20 | |
| 4013 | 10504 | EA | MILKY WAY CANDY BAR | 1.84 oz | \$1.20 | |
| 4019 | 1477 | EA | CHICK O STICK | .7 oz | \$0.30 | X |
| 4020 | 985 | EA | PAYDAY | 1.85 oz | \$1.20 | |
| 4035 | 1949 | EA | REESES P/BUTTER CUP | 1.5 oz | \$1.20 | |
| 4037 | 1779 | EA | HERSHEY'S W/ALMONDS | 1.45 oz | \$1.20 | |
| 4100 | 800061 00 | EA | BUTTERSCOTCH CANDY | 4.25 oz | \$1.20 | X |
| 4115 | 40611 | EA | RED LICORICE BITES | 4 oz | \$0.80 | X |
| 4120 | 800060 98 | EA | ROOTBEER BARRELS | 4.25 oz | \$1.20 | X |
| 4135 | 40601 | EA | JOLLY RANCHERS ASST | 3.7 oz | \$0.90 | X |
| 4146 | 800060 95 | EA | ATOMIC FIREBALL CANDY | 3 oz | \$1.12 | X |
| 4150 | 40607 | EA | SOUR FRUIT BALLS | 4.25 oz | \$0.80 | X |
| 4155 | 40615 | EA | SUGAR FREE WILD FRUIT | 1.75 oz | \$0.80 | X |
| 4176 | 9393 | EA | VELVEETA SHARP CHEDDAR | 16 oz | \$3.11 | X |
| 4242 | 24158 | EA | CG LIQUID MAKE-UP BEIGE | 1 oz | \$9.00 | |
| 4243 | 24155 | EA | CG LIQUID MAKE-UP IVORY | 1 oz | \$9.00 | |
| 4315 | 2047 | EA | TOOTSIE POPS | .64 oz | \$0.20 | |
| 5331 | 800010 98 | EA | LIGHT BERRY FROST LIPSTICK | .13 oz | \$2.60 | |
| 6013 | 18 | EA | CAJUN CHICKEN RAMEN | 3 oz | \$0.48 | X |
| 6018 | 13 | EA | TEXAS BEEF RAMEN SOUP | 3 oz | \$0.48 | X |
| 6026 | 10 | EA | CHILI RAMEN | 3 oz | \$0.48 | X |
| 6046 | 8 | EA | CHICKEN RAMEN | 3 oz | \$0.48 | X |
| 6048 | 9 | EA | BEEF RAMEN | 3 oz | \$0.48 | X |
| 6050 | 5880 | EA | KK INSTANT RICE | 8 oz | \$1.86 | X |
| 6052 | 505 | EA | HOT & SPICY VEG RAMEN | 3 oz | \$0.48 | X |
| 6053 | 15 | EA | CAJUN SHRIMP RAMEN | 3 oz | \$0.48 | X |
| 6080 | 5114 | EA | WHOLE SHABANG | 6 oz | \$2.65 | |
| 6108 | 5139 | EA | MOON LODGE PRETZELS | 11 oz | \$1.90 | X |
| 6119 | 910 | EA | CA ROUND TORTILLA CHIPS | 12 oz | \$1.90 | X |
| 6127 | 1266 | EA | HOT SPICY PORK RINDS | 2 oz | \$1.65 | X |
| 6134 | 7758 | EA | ML CARAMEL POPCORN | 3.53 oz | \$0.85 | X |

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|------|----------|----|---------------------------------------|----------|--------|---|
| 6150 | 911 | EA | KEEFE NACHO CHIPS | 10 oz | \$2.65 | X |
| 6166 | 7990 | EA | CA BBQ CORN CHIPS | 12 oz | \$2.65 | X |
| 6171 | 7989 | EA | HOT CORN CHIPS | 12 oz | \$2.65 | X |
| 6176 | 1715 | EA | BC BEEF STEW | 11.25 oz | \$3.10 | |
| 6178 | 4385 | EA | FC MACKERAL | 3.53 oz | \$1.83 | |
| 6179 | 4388 | EA | FC SARDINES IN OIL | 3.53 oz | \$1.53 | |
| 6191 | 4391 | EA | FC SALMON FLAKES | 3.53 oz | \$1.95 | |
| 6195 | 5360 | EA | PREMIUM CHICKEN BREAST | 4.5 oz | \$4.78 | |
| 6208 | 80003372 | EA | STUDENT SNACK MIX | 3.75 oz | \$1.40 | X |
| 6213 | 80003371 | EA | HEALTHY SNACK MIX | 3.25 oz | \$1.40 | X |
| 6214 | 80003356 | EA | SUNFLOWER KERNELS_ROASTED & SALTED | 3.25 oz | \$1.40 | X |
| 6241 | 80003408 | EA | MIXED NUTS_W/PEANUTS | 10 oz | \$3.50 | X |
| 6296 | 4888 | EA | ORIG FLAVOR BEEF JERKY | .9 oz | \$1.65 | X |
| 6348 | 7992 | EA | CA HOT CHEESE CRUNCHY | 9.5 oz | \$2.71 | X |
| 6401 | 9367 | BX | (BX) GRANOLA BARS VARIETY | 6.72 oz | \$3.00 | |
| 6415 | 3786 | EA | SS PEANUT BUTTER | 1.12 oz | \$0.40 | X |
| 6429 | 2585 | EA | CA JALAP CHEESE SQUEEZE | 2 oz | \$0.53 | X |
| 6510 | 80002459 | EA | PICANTE SAUCE-HOT | 11 oz | \$2.44 | X |
| 6512 | 90 | EA | LA HOT SAUCE | 6 oz | \$1.15 | X |
| 6520 | 80004563 | SP | QUAKER OATMEAL APPLE CINNAMON OATMEAL | 1.51 oz | \$0.50 | |
| 6523 | 80006414 | EA | QUAKER OATMEAL BROWN SUGAR | 1.51 oz | \$0.50 | |
| 6600 | 5070 | EA | FLOUR TORTILLAS | 8 oz | \$1.28 | X |
| 6606 | 7550 | EA | SALTED PEANUTS | 1.75 oz | \$0.75 | X |
| 6607 | 7551 | EA | HOT PEANUTS | 1.75 oz | \$0.75 | X |
| 6610 | 80000495 | EA | GV PLAIN BAGEL | 4 oz | \$0.85 | X |
| 6700 | 9783 | EA | SV REFRIED BEANS | 8 oz | \$2.25 | X |
| 6711 | 5940 | EA | HOT CHILI REFRI BEAN&RICE | 4.4 oz | \$2.25 | X |
| 6757 | 80001495 | EA | HORMEL SPAM SINGLE | 2.5 oz | \$1.50 | |

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|------|------|----|------------------|------------|--------|--|
| 6826 | 4317 | EA | FRESH CATCH TUNA | 4.23 oz | \$3.15 | |
|------|------|----|------------------|------------|--------|--|

Agenda Action Report

Prepared for the

Cascade County Commission

ITEM: Montana Department of Commerce Contract #MT-CDBG-17PF-09 for the Simms County Sewer District CDBG Public Facilities Grant for Lagoon Replacement in the amount of \$450,000

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

ACTION REQUESTED: Approval of Contract #20-55

BACKGROUND:

The purpose of this contract is to accept the \$450,000 CDBG Public Facilities grant from the State of Montana Department of Commerce with Cascade County as Grantee 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. This CDBG grant process began with a Community Needs Public Hearing on January 24, 2017 when the Simms County Sewer District presented their request for this funding to the County. Another public hearing followed on July 10, 2017 to announce Cascade County's decision to apply for CDBG funding as part of the overall project for the Simms district. The State of Montana Department of Commerce awarded Cascade County the \$450,000 CDBG grant funding on April 6, 2018. All start-up conditions were met on April 14, 2020 with the approval of the Management Plan and Interlocal Agreement via Contracts #20-41 and #20-42. The State of Montana was then able to issue the formal contract for this project, which is scheduled to begin construction next year. The contract term will expire on September 30, 2022. This project is funded by other grants and loans totaling \$1,833,000.

RECOMMENDATION: Approval of Contract #20-55

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-55, accepting Montana DOC contract #MT-CDBG-17PF-09 for \$450,000 in CDBG grant funding for the Simms County Sewer District Improvement Project.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #20-55, accepting Montana DOC contract #MT-CDBG-17PF-09 for \$450,000 in CDBG grant funding for the Simms County Sewer District Improvement Project.

**MONTANA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT #MT-CDBG-17PF-09**

This Contract is entered into by Cascade County (DUNS #024150817), (the Grantee), and the Montana Department of Commerce, Helena, Montana, (the Department).

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

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for project activities approved by the Department under the Montana Community Development Block Grant Program (hereinafter "CDBG" or "Program").

Section 2. AUTHORITY

This Contract is issued under authority of Section 90-1-103, MCA, and the Administrative Rules of Montana, Title 8, Chapter 94, Subchapter 37.

Section 3. APPLICATION INCORPORATED BY REFERENCE

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

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable parts of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§ 5301, et seq.; the applicable Department of Housing and Urban Development (HUD) regulations, including but not limited to 24 CFR Part 570 and Form HUD-4010, as now in effect or as may be amended during the term of this Contract, and all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the CDBG/NSP Grant Administration Manual; and all other applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, or resolutions.

- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6, SCOPE OF WORK will require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, and resolutions, including the most current version of the CDBG/NSP Grant Administration Manual, as amended.
- (c) The Grantee agrees that the Project will adhere to all applicable design standards required by the Department of Environmental Quality (DEQ) and obtain all applicable federal, state, and local permits required for the project. If no DEQ standards are applicable to the Project, the Grantee agrees that the Project will adhere to generally accepted industry standards, such as *Recommended Standards for Wastewater Facilities* or *Recommended Standards for Water Works*, published by the Great Lakes-Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, latest edition.
- (d) The Grantee expressly agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out 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, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on September 30, 2022 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between April 6, 2018 and June 30, 2022. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2022.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with

any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to September 30, 2022.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract in compliance with the Project Management Plan approved by the Department and as may be amended from time to time by mutual agreement of the parties, specifically incorporated herein by this reference and binding upon the Grantee. The Grantee will use CDBG funds for the following major components of the Project:

- Removal of accumulated sludge from existing lagoons and land apply on nearby agricultural crops
- Modify lagoon piping and replace inter-pond control structures
- Install liners in lagoons to control leaking to MDEQ allowable amounts
- Construct new spray irrigation system on adjacent agricultural land for the disposal of treated effluent

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$450,000.
- (b) A copy of the preliminary Project budget is attached hereto as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget, which, upon receipt and approval by the Department, will supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract and binding upon the Grantee.
- (c) For budget adjustments of \$5,000 or less between line items of the CDBG portion of Exhibit B, Department approval of the Request for Reimbursement form will constitute approval of the budget adjustment. The Grantee shall describe the rationale for a budget adjustment in the Project Progress Report and note the adjustments in the Request for Reimbursement and Status of Funds Report submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in advance by the Department.
- (d) PROGRAM INCOME

- (i) The Grantee may retain program income received before Project closeout, but such income must be treated as additional CDBG funds and subject to all applicable requirements governing the use of CDBG funds.
 - (ii) If the Grantee chooses to retain program income received before Project closeout, a preliminary program income plan in compliance with the most recent version of the Department's Program Income Manual for Revolving Loan Funds must be developed and submitted for review and written approval by the Department.
 - (iii) Grantee will record receipt and expenditure of retained program income as part of the financial transactions of the Project.
 - (iv) At the end of each calendar year during the term of this Contract, the Grantee must remit all program income balances (including investments thereof) held by the Grantee, its contractors, subcontractors, and sub recipient entities that exceed one-twelfth of the Department's total award to the Grantee, to be placed in the Grantee's funding reserve.
 - (v) The Grantee must expend substantially all program income it receives before requesting additional CDBG funds. The Department will deduct the amount of program income on hand, shown on the drawdown form, from the amount requested by the Grantee.
 - (vi) If the Grantee desires to retain program income received after Project closeout, the Grantee must execute a grant closeout agreement with the Department at the time of closeout that describes the Grantee's responsibility for compliance with requirements governing program income received subsequent to grant closeout.
- (e) Any authorized funds under this grant not obligated on or before June 30, 2022 or a later date if approved by the Department pursuant to Section 5, or otherwise accounted for in accordance with the provisions of this Section, will revert to the Department and may be used, at the Department's discretion, to finance other CDBG projects.

Section 8. METHOD OF REIMBURSEMENT

- (a) The Department will use the funds allocated to the State by HUD to fund project activities by Grantees that have received a Notice of Award letter from the Department. The Grantee acknowledges that its access to such funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project. In drawing against the reserved amount, the Grantee will follow the instructions supplied by the Department.

- (c) The Department agrees to reimburse the Grantee as set forth in this Section for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after April 6, 2018, supported by adequate documentation submitted by the Grantee, and upon the Department's approval of the Grantee's Request for Reimbursement. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee documents that all applicable permits for the project have been obtained, as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) The Department will not reimburse the Grantee for any costs incurred prior to April 6, 2018; for any expenses not included in Exhibit B or an approved adjustment thereto; for any ineligible expenses as set forth in the most current version of the CDBG/NSP Grant Administration Manual; or for any expenses not clearly and adequately supported by the Grantee's records. Reimbursement for any project expenses incurred is contingent upon the Grantee's completion of Section 18, SPECIAL PROJECT START-UP CONDITIONS.
- (e) As further set forth in Section 24 TERMINATION OF CONTRACT, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.
- (f) The Department is allowed 15 working days to process a Request for Reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (g) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-CDBG funds, the Department may, at its discretion, suspend the distribution of CDBG funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (h) The Department will withhold two percent (2%) of the total authorized grant amount until all tasks outlined in Section 6, SCOPE OF WORK, are completed and approved by the Department and the Grantee's Project Completion Report is received and approved by the Department. Within 60 days after the completion of the Project, the Grantee will prepare and submit to the Department a Project Completion Report in the form prescribed by the Department. The Department will disburse this withholding upon receipt and approval by the Department of the Grantee's Project Completion Report. The Department will issue a final Project close-out approval when the grantee has

fulfilled all requirements as set forth in the most current version of the CDBG/NSP Grant Administration Manual. Prior to receipt of the Project Completion Report, the Department liaison may authorize release of part or all of the withholding when situations occur that would result in an undue financial hardship on the Grantee, provided the Grantee has demonstrated effective overall management of this Project and, when applicable, satisfactorily managed any earlier CDBG projects. If the Grantee fails to submit a Project Completion Report within the 60 days, the Department may consider whether these remaining funds should be reallocated by the Department to other unfunded or inadequately funded activities, whether or not related to the SCOPE OF WORK set forth herein or to the Grantee, or added to the following year's CDBG allocation.

- (i) If actual Project expenses are lower than projected by the Grantee in Exhibit B, or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application, the Department, at its sole discretion, may reduce the amount of Program funds to be provided to the Grantee under this Contract in proportion to all other project funding sources.
- (j) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (k) At the request of the Department, Requests for Reimbursement for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with contract requirements.
- (l) If needed, the Grantee's travel expenses, meals, and lodging will be reimbursed at the prevailing state rate at the time such expense is incurred.
- (m) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.
- (n) If any obligations remain as of the date of Project closeout, the Department shall prepare and the parties shall execute a Closeout Agreement specifying the conditions and requirements governing those remaining obligations, in accordance with the requirements set forth in 24 CFR § 570.509(c).

Section 9. REPORTING REQUIREMENTS

- (a) Quarterly Update Reports. During the term of this Contract, the Grantee must submit a quarterly update report. This report shall follow the report format specified in the most recent version of the CDBG/NSP Grant Administration Manual, and shall describe the status of the activities set forth in Section 6, SCOPE OF WORK, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Grantee must submit the quarterly update report to the Department fifteen (15) days prior to the close of each calendar quarter. The Department, at its sole discretion, may decline to honor any Request for Reimbursement if the required quarterly update report has not been submitted to or approved by the Department.
- (b) Project Progress Reports. During the term of this Contract, the Grantee must submit project progress reports to the Department with each Request for Reimbursement. The report will describe the use of the funds requested for each budget line item. The report should also describe any anticipated changes in the budgeted amounts. The Department, at its sole discretion, may decline to honor any Request for Reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (c) Uniform Status of Funds Reporting. During the term of this Contract, the Grantee will submit a Uniform Status of Funds Report with each Request for Reimbursement.
- (d) Project Completion Report. Upon completion of the Project, the Grantee must submit a final Project Completion Report for approval by the Department. The Project Completion Report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Within 30 working days of receiving the Project Completion Report, the Department will issue the Notice of Project Close-out.

Section 10. LIAISONS

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

For the Department:

Kacey Pilon (or successor)
Infrastructure Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2708
Kacey.Pilon@mt.gov

For the Grantee:

Laura Hart, Grant Administrator (or successor)
TD&H Engineering
1800 River Dr. N
Great Falls, MT, 59401
(406) 761-3010
Laura.Hart@tdhengineering.com

Mary K. Embleton, Budget Officer/Grants Coordinator
Cascade County
325 2nd Avenue N Room 101
Great Falls, MT 59401
(406) 454-6731
membleton@casadecountymt.gov

Section II. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, for a period of four (4) 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 Grantee's offices in Great Falls, Montana.
- (b) The Grantee shall provide the Department, HUD, Comptroller General of the United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance.
- (c) The Grantee agrees to include in first-tier subcontracts under this Contract a clause

substantially the same as paragraphs 11(a) and (b).

Section 12. PROJECT MONITORING

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

Section 13. COMPLIANCE WITH APPLICABLE LAWS

- (a) The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, 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, the Patient Protection and Affordable Care Act ("Affordable Care Act"), and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. Any subletting or subcontracting by the Grantee subjects subcontractors to the same provisions.
- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to 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.
- (c) The Affordable Care Act requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

Section 14. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Sections 2-7-503 and 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The Department 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 15. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Parts 84, 85, and 570.611, and with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA (as applicable), and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 16. OWNERSHIP AND PUBLICATION OF MATERIALS

- (a) All reports, information, data, and other materials prepared by the Grantee, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the Grantee and the Department, 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 in 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 Grantee.

- (b) To the extent the funds awarded under this Contract will be used by any small business firm or non-profit organization, as defined in 37 C.F.R. 401.2, such firm(s) or organization(s) are subject to the standard patent rights clause set forth in its entirety in 37 C.F.R. 401.14 and specifically incorporated herein by this reference.

Section 17. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. The Grantee shall not otherwise assign or transfer any portion of this Contract without the express written consent of the Department. Grantee accepts responsibility for the adherence to the terms of this Contract by any contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 18. SPECIAL PROJECT START-UP CONDITIONS

If the Grantee has not completed all Project start-up conditions by December 30, 2020 the contract may be terminated by the Department. The Grantee will not obligate or utilize funds for any activities provided for by this Contract until:

- (a) The Grantee completes an Environmental Review Record and the Department issues a Notice of Release of Funds; however, upon receiving written authorization from the Department, the Grantee may incur costs necessary for the preparation of the Environmental Review Record and for planning activities defined as exempt under 24 CFR Part 58.34.
- (b) The Grantee submits to the Department evidence of the firm commitment of the other financial resources necessary for the completion of the Project as defined in

Section 6, SCOPE OF WORK, and Exhibit A, within the budget set forth in Exhibit B.

- (c) The Grantee submits to the Department and the Department approves an acceptable Project Management Plan, Implementation Schedule, and Budget.
- (d) The Grantee completes the civil rights activities described in Chapter 5, "Civil Rights," of the current version of the Department's CDBG Grant Administration Manual. The Department, at its sole discretion, may approve a deferral of certain elements of this requirement.
- (e) The Grantee submits to the Department an acceptable interlocal / subrecipient agreement.

Section 19. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, 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, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, subcontractors under this Contract.

Section 20. INSURANCE

- (a) General Requirements. Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) Primary Insurance. Grantee's insurance coverage must be primary insurance with respect to the State of Montana, its elected or appointed officers, officials, employees, or volunteers and the State's insurance will not contribute with it.

- (c) General Liability Insurance. At its sole cost and expense, the Grantee 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. Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- (e) Property Insurance. At its sole cost and expense, the Grantee 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://rmt.d.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building related to the use of grant proceeds, and all related improvements and contents therein, 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. Grantee 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 Grantee's insurance policy at any time, including endorsements.

Section 21. DEBARMENT

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

ineligible for participation in this Contract or in any federal assistance programs under Executive Order 12549, "Debarment and Suspension" or by any governmental department or agency.

Section 22. CONTRACT AMENDMENT

- (a) Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.
- (b) The Department will agree to an amendment only if the Grantee clearly demonstrates that the modification is justified and will enhance the overall impact of the original Project. The Department will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the Project's original ranking. If warranted, the Department will analyze the impact of the proposed modification on the scores assigned to the Grantee's application in the original grant competition.
- (c) The Department will not approve amendments to the SCOPE OF WORK or the BUDGET that will affect high priority activities or improvements that would materially alter the circumstances under which the original application was ranked by the Department.
- (d) If the Department determines that a proposed amendment represents a substantial change in the Project activities proposed in the original application for CDBG funds, the Grantee will hold a local public hearing on the amendment with reasonable notice and may require further environmental review.

Section 23. PROPERTY MANAGEMENT

Title to real property or equipment acquired under this Contract or a subcontract thereto will vest, upon acquisition, in the Grantee or subgrantee, respectively. The Grantee or subgrantee shall use, manage, and dispose of this property or equipment in accordance with the applicable requirements set forth in 24 CFR Parts 85 and 570. All real property within the Grantee's control that was acquired or improved in whole or in part using the CDBG funds awarded pursuant to this Contract shall be subject to the standards set forth in 24 C.F.R. § 570.505 during the duration of this Contract term and for five years after closeout of the Project. In all cases in which equipment acquired pursuant to this Contract is sold, the proceeds shall be program income.

Section 24. TERMINATION OF CONTRACT

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

- (a) Termination Due to Loss or Reduction of Funding. The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is so required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, will provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement. The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination. In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with the any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 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 available in law or equity, including but not limited to damages and specific performance.

Section 26. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status.

Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

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. NOTICE

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

Section 30. NO 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 this Contract.

Section 31. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 32. 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 Grantee.

Section 33. 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 34. INTEGRATION

The 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.

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

CASCADE COUNTY:

James L. Larson, County Commission Chair

Date

ATTEST:

Rina Fontana Moore, Clerk & Recorder

APPROVED AS TO FORM:

Carey Ann Haight, Chief Civil Deputy Attorney

MONTANA DEPARTMENT OF COMMERCE:

Tara Rice, Director
Montana Department of Commerce

Date

Exhibit A
Implementation Schedule

| TASK | QUARTERS, 2020 | | | | QUARTERS, 2021 | | | |
|---|----------------|--------------|--------------|--------------|----------------|--------------|--------------|--------------|
| | 1st J F M | 2nd A M J | 3rd J A S | 4th O N D | 1st J F M | 2nd A M J | 3rd J A S | 4th O N D |
| <u>PROJECT DESIGN</u> | | | | | | | | |
| Commence Final Design | | x | | | | | | |
| Complete Project Design | | | x | | | | | |
| Submit Plans to DEQ | | | x | | | | | |
| Prepare Bid Documents | | | | x | | | | |
| Finalize Acquisition | | | | n/a | | | | |
| <u>ADVERTISEMENT FOR CONST. BID</u> | | | | | | | | |
| Review Contract Requirements | | | | x | | | | |
| Public Bid Advertisement | | | | x | | | | |
| Open Bids & Examine Proposals | | | | x | | | | |
| Request Contr. Debarment Review | | | | | x | | | |
| Select Contractor & Award Bid | | | | | x | | | |
| Conduct Pre-Const. Conference | | | | | | x | | |
| Issue Notice to Proceed to Contractor | | | | | | x | | |
| <u>PROJECT CONSTRUCTION</u> | | | | | | | | |
| Begin Construction | | | | | | x | | |
| Monitor Engineer & Contractor | | | | | | x | x | |
| Conduct Labor Compliance Reviews | | | | | | x | x | |
| Hold Const. Progress Meetings | | | | | | x | x | |
| Final Inspection | | | | | | | x | |
| <u>PROJECT CLOSE OUT</u> | | | | | | | | |
| Submit Final Drawdown | | | | | | | x | |
| Project Completion Report/Final Certification | | | | | | | x | |
| Contract End Date | | | | | | | 2022 | |

**Exhibit B
Project Budget**

| ADMINISTRATION | TSEP | CDBG | RRGL | RD Grant | RD Loan | Local | TOTAL |
|--------------------------------------|------------------|------------------|------------------|------------------|------------------|-----------------|--------------------|
| Personnel Cost | | | | \$1,000 | | | \$1,000 |
| Office Cost | | | | \$500 | | | \$500 |
| Professional Services | \$23,220 | | | \$16,780 | | | \$40,000 |
| Legal Costs | \$2,000 | | | \$500 | | | \$2,500 |
| Audit Fees | | | | | | \$10,000 | \$10,000 |
| Travel & Training | | | | \$500 | | | \$500 |
| Review & Loan Fees | \$2,500 | | | | | | \$2,500 |
| Bond Costs | | | | | \$18,000 | | \$18,000 |
| | | | | | | | \$0 |
| TOTAL ADMINISTRATION | \$27,720 | \$0 | \$0 | \$19,280 | \$18,000 | \$10,000 | \$75,000 |
| CONSTRUCTION RELATED ACTIVITY | | | | | | | |
| Preliminary Engineering Design | | | | | | | \$0 |
| Final Engineering Design | \$110,480 | | \$16,000 | | | \$24,000 | \$150,480 |
| Construction Inspection Eng. | | | \$24,000 | \$129,000 | | | \$153,000 |
| Construction | \$611,800 | \$450,000 | \$85,000 | \$88,700 | \$82,000 | | \$1,317,500 |
| Contingency | | | | \$137,020 | | | \$137,020 |
| | | | | | | | \$0 |
| TOTAL ACTIVITY | \$722,280 | \$450,000 | \$125,000 | \$354,720 | \$82,000 | \$24,000 | \$1,758,000 |
| TOTAL PROJECT BUDGET | | | | | | | |
| | \$750,000 | \$450,000 | \$125,000 | \$374,000 | \$100,000 | \$34,000 | \$1,833,000 |

CDD CONTRACT INFORMATION SHEET

Division staff are required to complete the items in blue print.

| | | | |
|-----------------------------|--------------------------------------|------------------------------|-----------------------|
| Date of Gov. Award Letter: | <u>4/6/2018</u> | Date Met StartUp Conditions: | <u>4/15/2020</u> |
| Contract Number: | <u>MT-CDBG-17PF-09</u> | Division: | <u>CDD</u> |
| Contractor's Name: | <u>Cascade County</u> | | |
| Additional Name: | <u>Mary Embleton</u> | | |
| Additional Email: | <u>membleton@cascadecountymt.gov</u> | | |
| | <u>Laura Hart</u> | | |
| | <u>laura.hart@tdengineering.com</u> | | |
| Approved to Form Name: | <u>Carey Ann Haight</u> | | |
| Approved to Form Email: | <u>chaight@cascadecountymt.gov</u> | | |
| Contractor (Signee) Name: | <u>James L. Larson</u> | | |
| Contractor's Email: | <u>jl Larson@cascadecountymt.gov</u> | | |
| Contractor's Address: | <u>325 2nd Ave</u> | | |
| | <u>Great Falls MT 59401</u> | | |
| Contractor's Address 2: | | Vendor Number: | <u>23523</u> |
| Attest Name: | <u>Rina Fontana Moore</u> | | |
| Attest Email: | <u>rmoore@cascadecountymt.gov</u> | | |
| | | Begin Date: | <u>Upon Execution</u> |
| Amount: | <u>\$450,000</u> | | |
| Organization Number: | <u>606635</u> | End Date: | <u>9/30/2022</u> |
| RFP Number (if applicable): | | | |
| Program Number: | <u>60</u> | | |

| | | | |
|----------------|-----------------------|---------------------|---------------------------------|
| Liaison: | <u>Becky Anseth</u> | Program Manager: | |
| Liaison Email: | <u>banseth@mt.gov</u> | Operations Manager: | <u>a.c.rothenbuecher@mt.gov</u> |
| Liaison Phone: | <u>406-841-2865</u> | Additional Email: | |

| | | | |
|------------------------|--------------------------------|---------------------------|-------------------------------------|
| Signatures: | | Carbon Copies: | |
| Division Administrator | <u>Jennifer Olson</u> 5/1/2020 | Liaison: | <input checked="" type="checkbox"/> |
| Fiscal Review | <u>Heidi Sampson</u> 5/1/2020 | Director (> \$25K): | <input checked="" type="checkbox"/> |
| Legal Counsel | <u>Amy Barnes</u> 5/1/2020 | Deputy Director (<\$25K): | <input type="checkbox"/> |
| Director | <u>Tara Rice</u> 5/1/2020 | Perceptive Content | <input checked="" type="checkbox"/> |
| OBPP | <u>Amy Sassano</u> 5/1/2020 | | |

Certificate Of Completion

Envelope Id: 07737AA9459040FAB387F277D96764AC

Subject: Montana Department of Commerce Contract #MT-CDBG-17PF-09 for Signature

Source Envelope:

Document Pages: 21

Signatures: 5

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:

Contracts Admin

PO Box 200501

301 S. Park Ave

Helena, MT 596200501

doccontracts@esign.mt.gov

IP Address: 161.7.39.7

Record Tracking

Status: Original

5/1/2020 2:15:44 PM

Holder: Contracts Admin

doccontracts@esign.mt.gov

Location: DocuSign

Signer Events

Jennifer Olson

jeolson@mt.gov

Security Level: Email, Account Authentication
(None)

Signature

Jennifer Olson

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

Timestamp

Sent: 5/1/2020 2:20:47 PM

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Signed: 5/1/2020 2:34:35 PM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2020 2:34:08 PM

ID: f965257b-3f82-4720-a7d4-26b2ab11ec22

Heidi Sampson

hsampson@esign.mt.gov

MT Dept of Commerce

Security Level: Email, Account Authentication
(None)

Heidi Sampson

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

Sent: 5/1/2020 2:34:37 PM

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Signed: 5/1/2020 2:53:07 PM

Electronic Record and Signature Disclosure:

Accepted: 4/5/2016 4:30:45 PM

ID: afa40be6-2498-4bee-aeab-4ff484d96ce4

Amy Barnes

AmyBarnes@mt.gov

Security Level: Email, Account Authentication
(None)

Amy Barnes

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

Sent: 5/1/2020 2:53:09 PM

Viewed: 5/1/2020 3:01:50 PM

Signed: 5/1/2020 3:01:57 PM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2020 3:01:50 PM

ID: 532b2f89-4d28-4461-8959-5afd63297be7

Tara Rice

tara.rice@mt.gov

Director

Security Level: Email, Account Authentication
(None)

Tara Rice

Signature Adoption: Pre-selected Style

Using IP Address: 161.7.39.7

Sent: 5/1/2020 3:01:59 PM

Viewed: 5/1/2020 3:07:12 PM

Signed: 5/1/2020 3:07:18 PM

Electronic Record and Signature Disclosure:

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Accepted: 5/1/2020 3:07:12 PM
ID: ea6e7bbc-ff6c-46e8-b3a8-8f64458c6b7b

Amy Sassano
asassano@mt.gov
Deputy Budget Director
Security Level: Email, Account Authentication
(None)

Amy Sassano

Signature Adoption: Pre-selected Style
Using IP Address: 161.7.39.7

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Signed: 5/1/2020 3:29:06 PM

Electronic Record and Signature Disclosure:

Accepted: 5/1/2020 3:28:30 PM
ID: 06a4392a-ca21-41d5-abf1-255ffc18bd51

Carey Ann Haight
chaight@cascaedcountymt.gov
Security Level: Email, Account Authentication
(None)

Sent: 5/1/2020 3:29:09 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

James Larson
jlarson@cascaedcountymt.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rina Fontana Moore
rmoore@cascaedcountymt.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tara Rice
tara.rice@mt.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/1/2020 3:07:12 PM
ID: ea6e7bbc-ff6c-46e8-b3a8-8f64458c6b7b

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
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| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
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| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

A.C. Rothenbuecher
A.C.Rothenbuecher@mt.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/1/2020 2:20:47 PM

Electronic Record and Signature Disclosure:

Accepted: 4/24/2020 12:09:40 PM
ID: 83ae7527-b72e-466a-b8b0-9863557629df

| Carbon Copy Events | Status | Timestamp |
|--|--------|--|
| Becky Anseth banseth@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/1/2020 2:20:47 PM |
| Laura Hart laura.hart@tdhengineering.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/1/2020 3:29:09 PM |
| Mary Embleton membleton@cascadecountymt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | COPIED | Sent: 5/1/2020 3:29:09 PM Viewed: 5/1/2020 3:32:52 PM |
| Cyndi Davis CDavis3@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
|--|------------------|---------------------|
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 5/1/2020 3:29:09 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact MT Dept of Commerce:

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

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

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

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

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

To request paper copies from MT Dept of Commerce

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

To withdraw your consent with MT Dept of Commerce

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

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

Required hardware and software

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

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

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