

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 7/18/20

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 304799 through #304972 totaling \$326,123.69 dated 7/18/2020 thru 7/24/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 07/25/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 304973 through #305128 totaling \$ 2,272,251.09 and EFT's #9101597 totaling \$ 1,799.82 for an A/P total of \$ 2,274,050.51 dated 07/27/2020 thru 07/31/2020.

In addition, payroll checks #95394 through #95465 were issued totaling \$ 64,614.11 and EFT's 5242963 through 5244358 were made totaling \$ 1,554,330.24 for a payroll total of \$ 1,618,944.35 for the month of July 2020.

A listing of all paid warrants is available in the Cascade County Commissioners Office.

CASCADE COUNTY COMMISSION MEETING

July 28, 2020

Via Zoom

9:30 A.M.

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on August 11, 2020.

Commission: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Staff: Carey Ann Haight – Deputy County Attorney, Mary Embleton – Budget Officer, Anna Ehnes and Amber Hobbs – Planners, Charity Yonker – Planning Director, Brad Call – Emergency Services Coordinator, Katrin Finch – MSU Cascade County Extension, Kim Thiel-Schaaf – Aging Services Director, Les Payne – Public Works Director, Shanna Bulik-Chism – JDC Director, Trisha Gardner – Public Health Officer, Diane Heikkila – Treasurer, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder

Public: Jenn Rowell – The Electric and Karl Puckett – The Great Falls Tribune, Ryan Buffington, Amos Birky, Newsboss, Karl Birky, Allan Birky

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:37

Treasurer's Report: Diane Heikkila, Treasurer, reads the report. (See Exhibit A) 03:33

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Weber made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 03:39**

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Briggs made a **MOTION** to (A) Approve minute entries (April 10, 2020, July 7, 2020, July 8, 2020, July 14, 2020, July 22, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda

Resolution 20-40: Assessment for Rural Lighting Districts FY 2019/2020 Tax Levy.

Effective: FY 2020/2021 Total Amount: \$25,834.82 06:46 (ITEM PULLED NO ACTION TAKEN)

Contract 20-95: MT DPHHS Contract #20-221-13009-0 Provision of Older Americans Act, State Health Insurance Program (SHIP) and the Medicare Improvement and Patient

Portability Act (MIPPA) Program. Effective: July 1, 2020 – June 30, 2021 Total Funding: \$1,586,597. **06:56**

Contract 20-97: FY 2021 Extension Services Agreement between Montana State University and Cascade County Effective: July 1, 2020 – June 30, 2021 Total Amount: \$233,302.00 **07:30**

Contract 20-98: Preferred Office Equipment Lease Agreement #450-9673767 with the Cascade County Attorney's Office for a Sharp Model MX6071 Copy Machine. Lease Term: 60 months, Cost: \$152.30/monthly **07:48**

Contract 20-99: DNRC 2020 Rural Fire Capacity Program Subaward Agreement #FRC-21-070. Effective: Date of Signing – May 1, 2021 Total Amount: \$13,000.00 Fire Departments: 10% Match **08:15**

Contract 20-104: Service Agreement between Cascade County Aging Services and the Sun River Valley Senior Center for Older Americans Services in FY2021. Effective: July 1, 2020 – June 2021. **08:42**

Contract 20-105: Contract Modification for DPHHS Grant Project Title: IV-E Legal Services DPHHS Contract Number: 20123LEGL0001 Effective: July 1, 2020 – June 30, 2026 **08:59**

Contract 20-106: Contract Modification for DPHHS Grant Project Title: DPHHS Contract for Paralegal Services Contract Number: 20143PARA0001 Effective: July 1, 2020 – June 30, 2026 **09:23**

Contract 20-107: Memorandum of Understanding (MOU) for the Federation of Cascade City County Health Department Local #7772 of the Montana Federation of Public Employees adding the position of Public Health Nurse – Immunizations (LPN) to the current Collective Bargaining Agreement. Effective: July 1, 2019 – June 30, 2022 **09:47**

Contract 20-108: Memorandum of Understanding (MOU) for the AFSCME Local 28 Union Membership Adult Detention Officers adding the position of Staff Sergeant to the current Collective Bargaining Agreement. Effective: July 1, 2020 (Ref: 19-176, R0371518) **10:15**

Contract 20-111: SWANK Motion Pictures, Inc. Public Performance Licensing Agreement for Correctional Institutions to broadcast motion pictures to State inmates in the facility. Effective: September 1, 2020 – August 31, 2021 Total Cost: \$778.50 (one installment). **10:42**

Contract 20-112: State of Montana Board of Crime Control, Sub Grant: 21-L05-92674 North Central Region Juvenile Detention. Effective: July 1, 2020 – June 30, 2021 Total: \$274,238.00 (State: \$137,119.00/Local Match: \$137,119.00) **11:09**

City-County Health Department

Contract 20-96: Memorandum of Understanding between Cascade County and the Great Falls Rescue Mission. The Great Falls Rescue Mission has planned a "Back to School Rally" August 23, 2020. This MOU outlines responsibilities for utilization of the parking lots associated with the CCHD property. (No Cost to the County) **11:50**

Motion carries 3-0 13:09

Agenda Item #1 13:22

Public Hearing:

Preliminary Plat of the Peace Park Subdivision, Major Subdivision

Location: Section 34, Township 20 North, Range 3 East P.M.M. Cascade County, MT

Initiated by: Karl Birky

Recess the Commission Meeting:

Chairman Larson recessed the Commission Meeting at **9:45 a.m.**

Public Hearing:

Chairman Larson opened the Public Hearing at **9:45 a.m.**

Reading of the Public Notice:

The reading of the public notice was waived without objections and made part of the public record. (See Exhibit B) **15:47**

Staff Presentation:

Anna Ehnes, Planner, elaborates. **16:09 – 27:00**

Call for Applicant:

Karl Birky, 1220 Central Avenue West, comments. **27:12**

Ryan Buffington, Big Sky Civil and Environmental, 1109 3rd Avenue SW, comments. **28:43**

Call for Written Testimony:

Chairman Larson called for written testimony and none was presented. **30:17**

Call for Proponents:

Chairman Larson called for Proponents, three times with no response. **30:27**

Call for Opponents:

Chairman Larson called for Opponents, three times with no response. **30:53**

Informational Witnesses:

Chairman Larson called for Informational Witnesses, three times with no response. **31:14**

Close to Public Hearing:

Chairman Larson closed the public hearing at **10:02 a.m.**

Reopen the Commission Meeting:

Chairman Larson reopened the Commission Meeting at **10:02 a.m.**

Commissioner Weber made a **MOTION** that after consideration of the Staff Report and Findings of Fact, adopt said Staff Report and Findings of Fact and **approve** the Preliminary Plat of The Peace Park Subdivision, a major subdivision, subject to the 21 conditions. **31:38**

Motion carries 3-0 33:43

AGENDA ITEM #2 34:01

Public Hearing:

Resolution 20-41: Action on a Petition to Discontinue One (1) Alley Way & a Portion of One (1) Alley Way

Recess the Commission Meeting:

Chairman Larson recessed the Commission Meeting at **10:04 a.m.**

Public Hearing:

Chairman Larson opened the Public Hearing at **10:04 a.m.**

Reading of the Public Notice:

The reading of the public notice was waived without objections and made part of the public record. (*See Exhibit C*) **34:57**

Staff Presentation:

Amber Hobbs, Planner, elaborates. **35:10-41:30**

Call for Applicant:

No applicant spoke to this agenda item.

Call for Written Testimony:

Chairman Larson called for Written Testimony and none was presented. **42:25**

Call for Proponents:

Chairman Larson called for Proponents, three times with no response. **43:17**

Call for Opponents:

Chairman Larson called for Opponents, three times with no response. **43:40**

Call for Informational Witness:

Chairman Larson called for Informational Witnesses, three times with no response. **43:57**

Close to Public Hearing:

Chairman Larson closed the Public Hearing at **10:14 a.m.**

Reopen the Commission Meeting:

Chairman Larson reopened the Commission Meeting at **10:14 a.m.**

Commissioner Briggs made a **MOTION** to **approve** Resolution 20-41, discontinuing the alley way running East to West along Block 15 approximately 270 feet long and 15 feet wide, between Seventh Street (known as 11A Street South) and Eighth Street (known as 12 Street South), a portion of the alley way running North to South within Block 15 approximately 75 feet long and 20 feet wide, between Lots 13 through 18. The alleys described above are platted rights-of-way within the subdivision known as the Park Place Addition, located in Section 13, Township 20N, Range 03E, Cascade County, MT P.M.M. as described within this report, and is identified by map subject the two (2) conditions. **44:18**

Motion carries 3-0 45:45

AGENDA ITEM #3 45:59

Public Hearing:

Resolution 20-42: Action on a Petition to Discontinue One (1) Alley Way & a Portion of One (1) Alley Way

Location: Section 34, Township 21N, Range 01W P.M.M. Cascade County, MT

Initiated by: Amos J. Birky

Recess the Commission Meeting:

Chairman Larson recessed the Commission Meeting at 10:17 a.m.

Public Hearing:

Chairman Larson opened the Public Hearing at 10:17 a.m.

Reading of the Public Notice:

The reading of the public notice was waived without objections and made part of the public record. (See Exhibit D) 46:57

Staff Presentation:

Amber Hobbs, Planner, elaborates. 47:11

Call for Applicant:

Amos Birky, 200 Chateau Street, Sun River, MT, elaborates. 52:26

Call for Written Testimony:

Chairman Larson called for Written Testimony and none was presented. 53:12

Call for Proponents:

Chairman Larson called for Proponents, three times with no response. 53:24

Call for Opponents:

Chairman Larson called for Opponents, three times with no response. 53:39

Call for Informational Witness:

Chairman Larson called for Informational Witnesses, three times with no response. 53:59

Close to Public Hearing:

Chairman Larson closed the Public Hearing at 10:24 a.m.

Reopen the Commission Meeting:

Chairman Larson reopened the Commission Meeting at 10:24 a.m.

Commissioner Weber made a **MOTION** to **approve** Resolution 20-42, discontinuing one (1) alley way running North East to South West within Block 5, approximately 363 feet long and 20 feet wide. The alley described above is a platted rights-of-way within the subdivision known as the Largent and Strong East Addition to Sun River, located in Section 34, Township 21N, Range 01W P.M.M. Cascade County, MT as described within this report, and as identified by the map subject to the two (2) conditions. 55:74

AGENDA ITEM #4 56:00

Motion to Approve or Disapprove:

Contract 20-109: Contract with Tilleraas Landscaping at the Montana ExpoPark. Cost: \$19,550.00

Les Payne, Public Works Director, elaborates. 56:30

Commissioner Briggs made a **MOTION** to **approve** Contract 20-109: Contract with Tilleraas Landscaping at the Montana ExpoPark with a total cost of \$19,550.00 57:45

AGENDA ITEM #5 58:37

Motion to Approve or Disapprove:

Contract 20-110: Contract with Circle "B" Saw & Tree, LLC for tree trimming at the Montana ExpoPark. Cost: \$79,950.00

Les Payne, Public Works Director, elaborates. **59:01**

Commissioner Weber made a **MOTION** to **approve** Contract 20-110: Contract with Circle "B" Saw & Tree, LLC for tree trimming at the Montana ExpoPark. Cost: \$79,950.00 **1:04:54**

AGENDA ITEM #6 1:02:53

Motion to Approve or Disapprove:

Contract 20-113: Memorandum of Agreement between Great Falls Development Authority, Inc, and Cascade County for funding the Remediation of Lead-based Paint, Asbestos, and Mercury in the Former Cascade County Jail. This includes an Amendment to the MOU. (Initial Funding: \$134,225.00; Amended Funding not to exceed: \$148,249.00)

Commissioner Weber elaborates. **1:03:50**

Commissioner Briggs made a **MOTION** to **approve** Contract 20-113: Memorandum of Agreement between Great Falls Development Authority, Inc, and Cascade County for funding the Remediation of Lead-based Paint, Asbestos, and Mercury in the Former Cascade County Jail. This includes an Amendment to the MOU. (Initial Funding: \$134,225.00; Amended Funding not to exceed: \$148,249.00) **1:08:08**

Commissioner Weber thanks GFDA for their time and help. **1:09:04**

Karl Puckett – The Great Falls Tribune, asked what the plans were for the Old Jail once it was cleaned up. **1:10:43**

Commissioner Briggs responds that as of now there is no plan. **1:10:47**

Commissioner Weber stated there was drawing to remodel and possibly move Youth Court and Justice Court and possible the County Commission into the Old Jail and leave the Courthouse strictly for District Court. **1:11:01**

Motion carries 3-0 1:12:06

AGENDA ITEM #7 1:12:17

Motion to Approve or Disapprove:

Contract 20-114: Hazardous Technologies, Inc, Remediation Contract for Remediation of Lead-based Paint, Asbestos, and Mercury in the Former Cascade County Jail – Non-Hazardous Material. Total Cost: \$40,100.00 (*Ref: Contract 20-113, 13GFDA MOU*)

Commissioner Weber elaborates. **1:13:06**

Commissioner Weber made a **MOTION** to **approve** Contract 20-114: Hazardous Technologies, Inc, Remediation Contract for Remediation of Lead-based Paint, Asbestos, and Mercury in the Former Cascade County Jail – Non-Hazardous Material. Total Cost: \$40,100.00 (*Ref: Contract 20-113, 13GFDA MOU*) **1:15:23**

Motion carries 3-0 1:16:10

AGENDA ITEM #8 1:16:20

Motion to Approve or Disapprove:

Contract 20-115: Hazardous Technologies, Inc, Hazardous Material Remediation Contract for Remediation of Lead-Based Paint, Asbestos and Mercury in the Former Cascade County Jail. Total Cost: \$134,772.00 (*Ref: Contract 20-113, GFDA MOA and Amendment*)

Commissioner Weber elaborates. **1:16:58**

Commissioner Briggs made a **MOTION** to **approve** Contract 20-115: Hazardous Technologies, Inc, Hazardous Material Remediation Contract for Remediation of Lead-Based Paint, Asbestos and Mercury in the Former Cascade County Jail. Total Cost: \$134,772.00 (*Ref: Contract 20-113, GFDA MOA and Amendment*) **1:20:35**

Motion carries 3-0 1:23:24

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)
None

Adjournment: Chairman Larson adjourned this Commission Meeting at 10:54 a.m.

CASCADE COUNTY SPECIAL COMMISSION MEETING
JULY 30, 2020
VIA ZOOM – ONLINE MEETING
COURTHOUSE ANNEX, ROOM #111
3:30 PM

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on August 11, 2020.

Cascade County Commission: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Present: Carey Ann Haight – Deputy County Attorney and Kyler Baker – Deputy Clerk & Recorder

Public: Lindsie Hiatt

Chairman Larson called the meeting to order at 3:30 p.m.

1. Motion to Approve or Disapprove:

Resolution 20-43: Prosecutorial Assistance the in the case of State v. Anthony David Platt, Great Falls City Court Docket TK-275-2020-0004614.

Carey Ann Haight, Deputy County Attorney, elaborates. **01:08**

Commissioner Weber made a MOTION to approve Resolution 20-43: Prosecutorial Assistance in the case of State v. Anthony David Platt, Great Falls City Court Docket TK-275-2020-0004614. **03:06**

Motion carries 3-0 04:03

Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction.

None

Adjournment: Chairman Larson adjourned this special meeting at 3:35 p.m.

July 31, 2020 – 1:00 p.m.
Cascade County Courthouse Annex
Motor Grader Bid Opening

COMMISSION JOURNAL
#60

*These minutes are paraphrased and reflect the proceedings of the Board of Commissioners.
MCA 7-4-2611 (2) (b).*

Staff Present: Les Payne – Public Works Director, and Kyler Baker – Deputy Clerk & Recorder

Public Present: Kraig Pester – Tractor and Equipment Co, Orin Robinson – RDO Equipment, and Clemon Paul Jones – RDO Equipment.

At 1:00 p.m., Les Payne – Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for bids for three (3) or more, 2020 or newer, diesel powered, articulated frame all-wheel drive motor graders.

Les Payne announced that Cascade County received two (2) bids.

Bids were provided by Tractor and Equipment Co, of Great Falls, MT and RDO Equipment of Great Falls, MT.

Bid Packet from Tractor and Equipment, Co of Great Falls, MT:

Bid Form, Bid Bond – **ALL COMPLETE (Exhibit A)**

Net Purchase Price (without trade): **\$340,975.00**

Motor Grader Manufacturer: Caterpillar Inc Model & Year: 160AWD/2020 or newer

Less trade in for:

Used 2015 CAT 160M3 Motor Grader, Serial #N9K00125: **\$215,530.00**

Used 2015 CAT 160M3 Motor Grader, Serial #N9K00126: **\$215,530.00**

Used 2016 CAT 160M3 Motor Grader, Serial #N9T00213: **\$217,270.00**

Used 2016 CAT 160M3 Motor Grader, Serial #N9T00214: **\$217,270.00**

5 Yr/5,000 Hr total machine warranty: **\$4,556.00**

6 Yr/6,000 Hr total machine warranty: **\$17,633.00**

7 Yr/7,000 Hr total machine warranty: **\$26,267.00**

Proposed Delivery date: up to 150 days from receipt of order.

Bid Packet from RDO Equipment of Great Falls, MT:

Bid Form, Bid Bone – **ALL COMPLETE (Exhibit B)**

Net Purchase Price (without trade): \$350,850.00

Motor Grader Manufacturer: John Deere Model & Year: 872G/2020

Less trade in for:

Used 2015 CAT 160M3 Motor Grader, Serial #N9K00125: **\$204,000.00**

Used 2015 CAT 160M3 Motor Grader, Serial #N9K00126: **\$204,000.00**

Used 2016 CAT 160M3 Motor Grader, Serial #N9T00213: **\$213,000.00**

Used 2016 CAT 160M3 Motor Grader, Serial #N9T00214: **\$213,000.00**

5 Yr/5,000 Hr total machine warranty: \$3,135.00

6 Yr/6,000 Hr total machine warranty: \$9,470.00

7 Yr/7,000 Hr total machine warranty: \$15,596.00

Proposed delivery date: 85 days from award or sooner.

Les Payne stated that staff will take the bid under advisement and make recommendations to the Cascade County Commissioners. The Commissioners will make their decisions at a Commission Meeting.

Adjournment: 1:05 p.m.

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

August 5, 2020 – 2:00 P.M.

<p>Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on August 11, 2020.</p>	<p>COMMISSION MINUTES JOURNAL # 60</p>
<p>Board of Cascade County Commissioners: Chairman James L. Larson and Commissioner Jane Weber Excused: Commissioner Joe Briggs</p>	
<p>Staff Present: Brad Call – Emergency Services Coordinator, Les Payne – Public Works Director, Mary Embleton – Budget Officer, Tanya Hunt – Emergency Services, Trisha Gardner – Public Health Officer, Kim Theil-Schaaf – Aging Services Director, Paige Smith – Treasurer’s Office Property Tax Division, Jo-Viviane Jones – CCHD, Shanna Bulik-Chism – JDC Director, Roy Curtis – Superintendent of Buildings and Grounds, Bonnie Fogerty – Commission Office, Marie Johnson and Kyler Baker – Deputy Clerk & Records</p>	
<p>Public Members Present: Jenn Rowell – The Electric, and Cheryl Ulmer</p>	
<p>Chairman Larson opened the work session meeting at 2:00 pm</p>	
<p>Consent Agenda Items:</p>	<p>Department:</p>
<p>Resolution 20-44: Budget Appropriation within Library Fund #2220 increasing expenditures by \$1,357 to be offset by existing cash reserves for FY 2020. Total Amount: \$1,357</p>	<p>Budget Officer 00:26</p>
<p>Resolution 20-45: Budget Appropriation within Mosquito Control Fund #2200 due to unanticipated funds from the Mosquito Property Tax Revenue to the mosquito salaries and wages line item to provide adequate funds for the June 2020 mosquito salary & wages cost. Total Amount: \$12,500</p>	<p>Weed & Mosquito/Public Works 02:03</p>
<p>Contract 20-118: DNRC Rural Fire Capacity Program Subaward Agreement RFC-20-071. Effective: Date of last signature – June 30, 2020. Additional Grant Funding: \$2,000 (10% County Match) (Ref: Contract 19-102, R0374836)</p>	<p>Emergency Services 03:46</p>
<p>Contract 20-119: Lease Agreement between Cascade County Aging Services and the Great Falls Food Bank for Meals on Wheels. Effective: Date of signing – September 2021. FY2021 Rent: \$1,075/per month. (Renewal, no rent increase)</p>	<p>Aging Services 05:59</p>
<p>Contract 20-120: Service Agreement between Cascade County Aging Services and the Centerville Senior Center for Older American Services in FY2021. Effective: July 1, 2020 – June 30, 2021.</p>	<p>Aging Services 07:30</p>
<p>Contract 20-121: Service Agreement between Cascade County Aging Services and the Cascade Senior Center for Older American Services in FY 2021. Effective: July 1, 2020 – June 30, 2021.</p>	<p>Aging Services 08:30</p>
<p>Contract 20-122: Cascade County Attorney’s Office Contract with Karpel Solutions for PRESECUTOR by Karpel. One Time Fee to migrate data to Karpel: \$1,000 Cost: \$100/per user (27 will be assigned)</p>	<p>County Attorney 09:07</p>
<p>Contract 20-123: Karpel Solutions Hosted Agreement for PROSECUTOR software program used in the County Attorney’s Office</p>	<p>County Attorney 12:43</p>
<p>Contract 20-124: Void Unclaimed Checks Dates 07/01/2018 – 06/30/2019</p>	<p>Clerk & Recorder 10:18</p>
<p>Contract 20-125: Town of Cascade Water Main Easement. Permanent 10’ easement for a water main located at 23 Water Street, Cascade, MT 59421 for the sum of \$1.00</p>	<p>Public Works 13:43</p>
<p>Contract 20-126: Transportation Contract #PIF19-20 by and between the State of Montana, 8th Judicial District Youth Court and the Office of the Court Administrator and Cascade County Regional Youth Services. Purpose: Provide transportation services for youth to and</p>	<p>Youth Court 15:42</p>

CASCADE COUNTY WORK SESSION MINUTES
VIA ZOOM ONLINE MEETING
August 5, 2020 – 2:00 P.M.

from placements. Effective: July 1, 2020 – June 30, 2021. Total Payment Not to Exceed: \$15,000.00	
Contract 20 -127: Bureau of Indian Affairs Office of Justice Services Contract #140A0420C0018. Purpose: Reimburse the Cascade County Juvenile Detention Center for the cost of secure detention services for BIA youth. Effective: July 1, 2020 – June 30, 2021.	JDC 17:49
City-County Health Department	
Contract 20-128: MMCAP – Sanofi Pasteur Inc., Vax Value Agreement Amendment(s). Purpose: To adjust language in Section 8, updated the NDC for IMOVAX and introduce two new products. Effective: October 1, 2019 – September 30, 2021.	CCHD 19:50
Contract 20-129: MT DPHHS Task Order 20-25-5-41-167-0 Healthy Montana Families Home Visiting Program. Purpose: To provide home visiting and family support services. Effective: July 1, 2020 – June 30, 2021. Total Amount: \$433,323.19	CCHD 20:58
Contract 20-130: MT DPHHS Task Order 19-07-1-01-176-0 Amendment 2, Local Tribal Public Health System Improvement Grant. Purpose: 1 st Amendment, provides additional funds for the development of workforce development planning process. 2 nd Amendment, extends the term of the contract through December 31, 2020. Effective: September 1, 2019 – December 31, 2020.	CCHD 22:04

AGENDA ITEM #1 23:13

Presentation: List of Tax Delinquent Properties

Resolution 20-46: List of tax deficiency properties as an accurate and complete list that meets all statutory requirements set for in MCA 15-16-701.

AGENDA ITEM #2 28:00

Contract 20-131: Professional Services Agreement with Big Sky Civil and Engineering Contract for the Sun Prairie, Schedule 3 Maintenance Overlay. Total Cost: \$9,773.00

AGENDA ITEM #3 30:28

Contract 20-132: Tractor and Equipment Bid Proposal for four (4) 2020 or newer Caterpillar All Wheel Drive Motor Graders. Total Purchase Price, less trade-ins: \$498,300.00

Add on items: None

Adjournment: Commissioner Weber closed the work session meeting at 2:38 p.m.

****Chairman Larson left the Work Session Meeting at 2:25 pm to attend a Zoom Meeting with Governor Bullock – Commissioner Weber completed the Work Session Meeting****

CASCADE COUNTY SPECIAL COMMISSION MEETING
AUGUST 5, 2020
VIA ZOOM – ONLINE MEETING
COURTHOUSE ANNEX, ROOM #111
3:00 PM

Commission
Journal #60

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Cascade County Commission: Chairman James L. Larson and Commissioner Jane Weber

Excused: Commissioner Joe Briggs

Present: Brian Clifton – Special Projects Manager, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder

Public: Jenn Rowell – The Electric and Ken Thompson

Chairman Larson called the meeting to order at 3:00 p.m.

1. Motion to Approve or Disapprove: 00:49

Contract 20-116: A contract with C's Painting Plus to repaint various overhead doors and walkthrough doors at the Pacific Steel and Recycling Arena and Exhibition Hall at the Montana Expo Park for \$6,060.00

Brian Clifton, Special Projects Manager, elaborates. **01:17**

Commissioner Weber made a **MOTION** to approve Contract 20-116: bid proposal from C's Painting Plus to repaint various overhead garage doors and walkthrough doors at the Four Seasons Arena and Exhibition Hall at the Montana ExpoPark located at 400 3rd St NW, for \$6,060 and approve staff of utilizing and not to exceed contingency of \$1,212 (approximately 20%) for a total project cost of \$7,272.00 **03:00**
Motion carries 2-0 04:17

2. Motion to Approve or Disapprove: 04:27

Contract 20-117: A contract with Nelson Architects to prepare a design, the construction documents and other tasks associated with repairs to the exterior of the Pacific Steel and Recycling Arena and Exhibition Hall at the Montana Expo Park \$9,500.00

Brian Clifton, Special Projects Manager, elaborates. **04:56**

Commissioner Weber made a **MOTION** to approve Contract 20-117: Proposal from Nelson Architects to prepare a design, construction documents, and various other tasks for the proposed repairs to the Four Seasons Arena and Exhibition Hall at the Montana ExpoPark located at 400 3rd St NW, for \$9,500 and approve staff of utilizing and not to exceed a contingency of \$1,900 (approximately 20%) for a total project cost of \$11,400 and instruct staff to complete to contract process. **06:50**
Motion carries 2-0 07:54

Public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction.

None

Adjournment: Chairman Larson adjourned this special meeting at 3:10 p.m.

August 11, 2020

Resolution #20-44

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Budget Appropriations increasing funds for the Library Fund #2220 budget.

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

ACTION REQUESTED: Approval of Resolution #20-44

BACKGROUND:

The purpose of this resolution is to amend the expenditure budget for the Library Fund #2220. This fund experienced additional personnel costs for FY2020 in the amount of \$1,355.33 over the original appropriation for the fund. This budget amendment for increasing the budget by \$1,357.00 is offset by existing cash reserves.

RECOMMENDATION: Approval of Resolution #20-44.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission approve Resolution #20-44 increasing the expenditures appropriation in Fund #2220 Library Fund by \$1,357 to be offset by existing cash reserves for FY2020.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission disapprove Resolution#20-44 increasing the expenditures appropriation in Fund #2220 Library Fund by \$1,357 to be offset by existing cash reserves for FY2020.

REQUEST FOR BUDGET AMENDMENT (APPROPRIATION)

Date: 6/30/2020

To: Cascade County Board of Commissioners

Attachment A

Program Name: Library

CFDA #

Contract #

Responsible Department: Commissioners

Prepared by: Mary K. Embleton, Budget Officer/Grants Coordinator

Please approve the following budget changes:

	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>							
Acct #	2220	- 248	- F0100	- 100.110	38,258	864	39,122
Acct #	2220	- 248	- F0100	- 100.130	0	114	114
Acct #	2220	- 248	- F0100	- 100.140	21,288	379	21,667
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
					<u>59,546</u>	<u>1,357</u>	<u>60,903</u>
<u>Revenues</u>							
Acct #		-	-	-	0	0	0
Acct #		-	-	-	0	0	0
					<u>0</u>	<u>0</u>	<u>0</u>

Explanation of budget changes:

Increase personnel costs by a total of \$1,357 to cover wages, overtime, and employer contributions additional costs for Fiscal Year 2020 ending 6/30/2020. Additional budget authority comes from existing cash reserves.

Changes authorized by:

Department Head Signature or
Elected Official Signature

Date

Budget Officer

Date

James L. Larson

Print Name



Budget Performance Report

Fiscal Year to Date 06/30/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2220 - Library										
REVENUE										
Department 000 - Revenue										
31										
31.1010	Real Property Taxes	243,785.00	.00	243,785.00	12,846.35	.00	243,674.70	110.30	100	265,476.07
31.1020	Personal Property Taxes	3,998.00	.00	3,998.00	1,078.93	.00	2,598.96	1,399.04	65	3,749.96
31.2000	Penalty & Interest	.00	.00	.00	92.80	.00	287.66	(287.66)	+++	51.36
31.6000	Entitlement Levy Tax Tran	.00	.00	.00	34.31	.00	37.72	(37.72)	+++	3.70
31 - Totals		\$247,783.00	\$0.00	\$247,783.00	\$14,052.39	\$0.00	\$246,599.04	\$1,183.96	100%	\$269,281.09
33										
33.5230	Entitlement Revenue	17,849.00	.00	17,849.00	4,462.37	.00	17,849.48	(.48)	100	18,860.90
33 - Totals		\$17,849.00	\$0.00	\$17,849.00	\$4,462.37	\$0.00	\$17,849.48	(\$0.48)	100%	\$18,860.90
38										
38.3065	Transfer from Perm Levy	11,112.00	.00	11,112.00	5,556.00	.00	11,112.00	.00	100	11,136.00
38 - Totals		\$11,112.00	\$0.00	\$11,112.00	\$5,556.00	\$0.00	\$11,112.00	\$0.00	100%	\$11,136.00
Department 000 - Revenue Totals		\$276,744.00	\$0.00	\$276,744.00	\$24,070.76	\$0.00	\$275,560.52	\$1,183.48	100%	\$299,277.99
REVENUE TOTALS		\$276,744.00	\$0.00	\$276,744.00	\$24,070.76	\$0.00	\$275,560.52	\$1,183.48	100%	\$299,277.99
EXPENSE										
Department 248 - Library										
Function F0100 - Library Services										
100										
100.110	Salaries & Wages	38,258.00	.00	38,258.00	5,175.29	.00	39,121.87	(863.87)	102	37,082.48
100.120	Overtime	.00	.00	.00	.00	.00	113.40	(113.40)	+++	.00
100.140	Employer Contributions	21,288.00	.00	21,288.00	2,848.81	.00	21,666.06	(378.06)	102	21,257.18
100 - Totals		\$59,546.00	\$0.00	\$59,546.00	\$8,024.10	\$0.00	\$60,901.33	(\$1,355.33)	102%	\$58,339.66
500										
500.510	Insurance	665.00	.00	665.00	.00	.00	664.33	.67	100	688.86
500 - Totals		\$665.00	\$0.00	\$665.00	\$0.00	\$0.00	\$664.33	\$0.67	100%	\$688.86
700										
700.790	Other Grants/Contribution	38,000.00	.00	38,000.00	19,000.00	.00	38,000.00	.00	100	38,000.00
700 - Totals		\$38,000.00	\$0.00	\$38,000.00	\$19,000.00	\$0.00	\$38,000.00	\$0.00	100%	\$38,000.00
800										
800.810	Losses	.00	.00	.00	.00	.00	.00	.00	+++	75.62
800.880	City of Great Falls	177,000.00	.00	177,000.00	88,500.00	.00	177,000.00	.00	100	194,000.00
800 - Totals		\$177,000.00	\$0.00	\$177,000.00	\$88,500.00	\$0.00	\$177,000.00	\$0.00	100%	\$194,075.62
Function F0100 - Library Services Totals		\$275,211.00	\$0.00	\$275,211.00	\$115,524.10	\$0.00	\$276,565.66	(\$1,354.66)	100%	\$291,104.14
Department 248 - Library Totals		\$275,211.00	\$0.00	\$275,211.00	\$115,524.10	\$0.00	\$276,565.66	(\$1,354.66)	100%	\$291,104.14
EXPENSE TOTALS		\$275,211.00	\$0.00	\$275,211.00	\$115,524.10	\$0.00	\$276,565.66	(\$1,354.66)	100%	\$291,104.14
Fund 2220 - Library Totals										
REVENUE TOTALS		276,744.00	.00	276,744.00	24,070.76	.00	275,560.52	1,183.48	100%	299,277.99



Budget Performance Report

Fiscal Year to Date 06/30/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	EXPENSE TOTALS	275,211.00	.00	275,211.00	115,524.10	.00	276,565.66	(1,354.66)	100%	291,104.14
Fund	2220 - Library Totals	\$1,533.00	\$0.00	\$1,533.00	(\$91,453.34)	\$0.00	(\$1,005.14)	\$2,538.14		\$8,173.85
	Grand Totals									
	REVENUE TOTALS	276,744.00	.00	276,744.00	24,070.76	.00	275,560.52	1,183.48	100%	299,277.99
	EXPENSE TOTALS	275,211.00	.00	275,211.00	115,524.10	.00	276,565.66	(1,354.66)	100%	291,104.14
	Grand Totals	\$1,533.00	\$0.00	\$1,533.00	(\$91,453.34)	\$0.00	(\$1,005.14)	\$2,538.14		\$8,173.85



Trial Balance Listing

Through 06/30/20
Detail Balance Sheet Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 2220 - Library						
101.000	Cash	25,492.26	277,324.09	170,004.43	132,811.92	25,492.26
113.000	2000 Real Estate & Proir	1,254.70	.00	.00	1,254.70	1,254.70
113.010	'01 Del. Real Taxes Rec.	126.42	.00	.00	126.42	126.42
113.020	'02 Current Real Estate	109.60	.00	.00	109.60	109.60
113.030	'03 Current Real Estate	144.48	.00	.00	144.48	144.48
113.040	'04 Current Real Estate	146.31	.00	.00	146.31	146.31
113.050	2005 Current Real Estate	143.01	.00	.00	143.01	143.01
113.060	2006 Current Real Estate	150.26	.00	.00	150.26	150.26
113.070	2007 Current Real Estate	157.17	.00	.00	157.17	157.17
113.080	2008 Current Real Estate	166.05	.00	.00	166.05	166.05
113.090	2009 Current Real Estate	137.69	.00	.00	137.69	137.69
113.100	2010 Current Real Estate	153.71	.00	.00	153.71	153.71
113.110	2011 Current Real Estate	129.08	.00	6.76	122.32	129.08
113.120	2012 Current Real Estate	114.32	.00	6.16	108.16	114.32
113.130	2013 Current Real Estate	128.11	.00	6.44	121.67	128.11
113.140	2014 Current Real Estate	179.90	.00	6.46	173.44	179.90
113.150	2015 Current Real Estate	156.78	.84	8.38	149.24	156.78
113.160	2016 Current Real Estate	158.66	.96	15.57	144.05	158.66
113.170	2017 Current Real Estate	190.03	168.78	202.76	156.05	190.03
113.180	2018 Current Real Estate	4,450.35	686.17	4,473.87	662.65	4,450.35
113.190	2019 Current Real Estate	.00	245,425.94	240,666.90	4,759.04	.00
115.060	'06 Pers Prop Taxes Rec	32.06	.00	22.63	9.43	32.06
115.070	'07 Pers Prop Taxes Rec	38.19	.00	20.34	17.85	38.19
115.080	'08 Pers Prop Taxes Rec	59.85	.00	33.13	26.72	59.85
115.090	'09 Pers Prop Taxes Rec	114.65	.00	83.21	31.44	114.65
115.100	'10 Pers Prop Taxes Rec	86.93	.00	65.91	21.02	86.93
115.110	'11 Pers Prop Taxes Rec	169.11	.00	90.96	78.15	169.11
115.120	'12 Pers Prop Taxes Rec	118.84	.00	52.76	66.08	118.84
115.130	'13 Pers Prop Taxes Rec	100.30	.00	34.32	65.98	100.30
115.140	'14 Pers Prop Taxes Rec	102.19	.00	8.42	93.77	102.19
115.150	'15 Pers Prop Taxes Rec	171.17	.00	11.68	159.49	171.17
115.160	'16 Pers Prop Taxes Rec	161.03	.00	12.60	148.43	161.03
115.170	'17 Pers Prop Tax Rec	178.16	.00	28.19	149.97	178.16
115.180	'18 Pers Prop Tax Rec	226.19	5.26	47.31	184.14	226.19
115.190	'19 Pers Prop Tax Rec	1,264.48	193.06	1,200.31	257.23	1,264.48
115.200	2020 Pers Prop Tax Rec.	.00	2,700.25	1,470.86	1,229.39	.00
116.000	Protested Taxes Rec.	1,043.40	440.22	1,483.25	.37	1,043.40
122.100	All for Uncollected A/R	(2,794.14)	.00	.00	(2,794.14)	(2,794.14)
202.000	Accounts Payable	.00	125,132.33	232,632.33	(107,500.00)	.00



Trial Balance Listing

Through 06/30/20
Detail Balance Sheet Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 2220 - Library						
206.000	Payroll Accrual	(2,261.54)	32,068.25	32,903.05	(3,096.34)	(2,261.54)
206.100	Fed Taxes Payable	.00	8,508.49	8,508.49	.00	.00
206.200	Benefits Payable	.00	4,326.58	4,286.40	40.18	.00
206.206	Worker's Comp Payable	.00	213.20	213.20	.00	.00
206.208	MT Unemployment Payable	.00	30.20	60.38	(30.18)	.00
206.300	Deductions Payable	.00	4,061.40	4,061.40	.00	.00
206.310	PERS Payable	.00	2,500.05	2,500.05	.00	.00
211.000	Due to Other Funds	.00	14,060.00	14,060.00	.00	.00
223.100	Deferred Revenue - Real	(8,196.63)	245,393.30	246,282.69	(9,086.02)	(8,196.63)
223.200	Deferred Revenue - Pers	(2,823.15)	3,182.63	2,898.57	(2,539.09)	(2,823.15)
223.400	Protest Tax Deferred Revenue	(1,043.40)	1,483.25	440.22	(.37)	(1,043.40)
260.110	Committed Fund Balance	(7,049.80)	.00	.00	(7,049.80)	(7,049.80)
260.200	Assigned Fund Balance	(13,386.78)	.00	.00	(13,386.78)	(13,386.78)
	Fund Revenues	.00	6.78	275,567.30	(275,560.52)	.00
	Fund Expenses	.00	278,827.20	2,261.54	276,565.66	.00
Fund 2220 - Library Totals		\$0.00	\$1,246,739.23	\$1,246,739.23	\$0.00	\$0.00
Grand Totals		\$0.00	\$1,246,739.23	\$1,246,739.23	\$0.00	\$0.00

August 11, 2020

Resolution 20-45

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Budget Appropriation Increase within Fund #2200 Mosquito Control
INITIATED & PRESENTED BY	Les Payne, Director Public Works Department
ACTION REQUESTED	Approval of Resolution 20-45

BACKGROUND:

The last couple of days of June 2020, the Mosquito division, went over budget in the 100.110 expense account. In order to correct this, Public Works Mosquito Division, would like to recognize and appropriate available revenue from the Mosquito Property Tax Revenue account, to offset the shortage of the Mosquito Salaries & Wages account in the amount of \$12,500.

RECOMMENDATION:

Approval of Resolution 20-45, to increase the Mosquito Salaries & Wages account by \$12,500, offset by an increase in the Mosquito Property Tax Revenue account, to provide adequate funds for Fund 2200 Mosquito Control for Fiscal Year 2020.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commissioners **APPROVE** Resolution 20-45, to increase and appropriate the Mosquito Salaries & Wages account by \$12,500, offset by an increase in the Mosquito Property Tax Revenue account in unrealized revenue of \$12,500 to provide adequate funds for the Fiscal Year 2020 Mosquito Fund #2200.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 20-45, to increase and appropriate the Mosquito Salaries & Wages account by \$12,500, offset by an increase in the Mosquito Property Tax Revenue account in unrealized revenue of \$12,500 to provide adequate funds for the Fiscal Year 2020 Mosquito Fund #2200.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
MOSQUITO CONTROL FUND #2200**

RESOLUTION 20-45

WHEREAS, the Commission passed Resolution 19-53 Adopting the Final Budget for FY2020 on September 3, 2019 as per MCA 7-6-4020 for all funds including Fund #2200 Mosquito Control; and

WHEREAS, during the course of the fiscal year, this fund experienced unanticipated increases in personnel costs, as well as additional tax revenues from the Calumet Refinery protested tax settlement; and

WHEREAS, a budget amendment is necessary to increase expenditures in Fund #2200 Mosquito Control to be offset by unrecognized revenues of \$12,500 each effective as of June 30, 2020; and

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

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

Dated this 11th Day of August, 2020.

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

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

To: Cascade County Board of Commissioners

Prepared by: Gayle Fellows

[illegible]

Appropriate unanticipated funds from the Mosquito Property Tax Revenue to the Mosquito Salaries & Wages Line item to provide adequate funds for the June 2020 Mosquito Salary & Wages costs.

Department Head Signature or Elected Official Signature _____ Date 6/30/2019

Mary K. Embleton 8/3/2020

Les Payne
Print Name



Budget Performance Report

Fiscal Year to Date 06/30/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2200 - Mosquito Control										
REVENUE										
Department 000 - Revenue										
31										
31.1010	Real Property Taxes	339,600.00	.00	339,600.00	56,546.20	.00	352,830.27	(13,230.27)	104	313,332.28
31.1020	Personal Property Taxes	5,040.00	.00	5,040.00	2,578.17	.00	4,209.49	830.51	84	5,302.38
31.2000	Penalty & Interest	.00	.00	.00	95.28	.00	303.05	(303.05)	+++	41.41
31.6000	Entitlement Levy Tax Tran	.00	.00	.00	19.61	.00	21.56	(21.56)	+++	13.75
31 - Totals		\$344,640.00	\$0.00	\$344,640.00	\$59,239.26	\$0.00	\$357,364.37	(\$12,724.37)	104%	\$318,689.82
33										
33.3040	Payment in Lieu of Taxes	.00	.00	.00	.00	.00	272.20	(272.20)	+++	249.45
33.5230	Entitlement Revenue	9,572.00	.00	9,572.00	2,393.09	.00	9,572.36	(.36)	100	8,869.33
33 - Totals		\$9,572.00	\$0.00	\$9,572.00	\$2,393.09	\$0.00	\$9,844.56	(\$272.56)	103%	\$9,118.78
36										
36.2000	Miscellaneous Revenues	.00	.00	.00	.00	.00	845.45	(845.45)	+++	868.51
36 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$845.45	(\$845.45)	+++	\$868.51
38										
38.3065	Transfer from Perm Levy	8,334.00	.00	8,334.00	4,167.00	.00	8,334.00	.00	100	8,352.00
38 - Totals		\$8,334.00	\$0.00	\$8,334.00	\$4,167.00	\$0.00	\$8,334.00	\$0.00	100%	\$8,352.00
Department 000 - Revenue Totals		\$362,546.00	\$0.00	\$362,546.00	\$65,799.35	\$0.00	\$376,388.38	(\$13,842.38)	104%	\$337,029.11
REVENUE TOTALS		\$362,546.00	\$0.00	\$362,546.00	\$65,799.35	\$0.00	\$376,388.38	(\$13,842.38)	104%	\$337,029.11
Fund 2200 - Mosquito Control Totals										
REVENUE TOTALS		362,546.00	.00	362,546.00	65,799.35	.00	376,388.38	(13,842.38)	104%	337,029.11
EXPENSE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
Fund 2200 - Mosquito Control Totals		\$362,546.00	\$0.00	\$362,546.00	\$65,799.35	\$0.00	\$376,388.38	(\$13,842.38)		\$337,029.11
Grand Totals										
REVENUE TOTALS		362,546.00	.00	362,546.00	65,799.35	.00	376,388.38	(13,842.38)	104%	337,029.11
EXPENSE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00
Grand Totals		\$362,546.00	\$0.00	\$362,546.00	\$65,799.35	\$0.00	\$376,388.38	(\$13,842.38)		\$337,029.11



Budget Performance Report

Fiscal Year to Date 06/30/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 2200 - Mosquito Control										
EXPENSE										
Department 231 - Mosquito Control										
Function D0700 - Insect And Pest Control										
100										
100.110	Salaries & Wages	120,094.00	.00	120,094.00	43,808.64	.00	133,353.51	(13,259.51)	111	120,961.39
100.120	Overtime	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	243.38
100.130	Termination Pay	1,000.00	.00	1,000.00	.00	.00	2,104.26	(1,104.26)	210	1,729.36
100.140	Employer Contributions	37,852.00	.00	37,852.00	8,108.37	.00	37,475.70	376.30	99	38,683.71
100 - Totals		\$160,446.00	\$0.00	\$160,446.00	\$51,917.01	\$0.00	\$172,933.47	(\$12,487.47)	108%	\$161,617.84
200										
200.220	Operating Supplies	4,800.00	.00	4,800.00	.00	.00	4,537.11	262.89	95	7,843.04
200.230	Repair & Maint. Supplies	4,000.00	.00	4,000.00	2,302.09	.00	3,626.93	373.07	91	4,248.30
200.238	Gas & Oil	500.00	.00	500.00	.00	.00	84.48	415.52	17	.00
200.263	Chemicals	100,000.00	.00	100,000.00	.00	.00	99,926.40	73.60	100	97,211.97
200.265	Field Equipment & Safety	2,000.00	.00	2,000.00	.00	.00	1,707.47	292.53	85	1,360.36
200.266	Laboratory Supplies	8,500.00	.00	8,500.00	378.98	.00	8,272.24	227.76	97	6,189.20
200 - Totals		\$119,800.00	\$0.00	\$119,800.00	\$2,681.07	\$0.00	\$118,154.63	\$1,645.37	99%	\$116,852.87
300										
300.330	Publicity, Subscrip.&Dues	2,000.00	.00	2,000.00	.00	.00	1,960.00	40.00	98	1,530.00
300.333	Software Licenses	11,100.00	.00	11,100.00	.00	.00	9,945.62	1,154.38	90	6,110.00
300.345	Sanitation	600.00	.00	600.00	173.00	.00	288.67	311.33	48	115.67
300.350	Professional Services	15,000.00	.00	15,000.00	.00	.00	6,500.00	8,500.00	43	13,250.00
300.360	Repair & Maint. Services	500.00	.00	500.00	.00	.00	100.00	400.00	20	105.00
300.370	Travel	3,000.00	.00	3,000.00	.00	.00	1,112.68	1,887.32	37	2,297.28
300.374	Mileage County Vehicles	35,000.00	.00	35,000.00	15,664.00	.00	41,294.00	(6,294.00)	118	41,798.00
300.380	Training Services	750.00	.00	750.00	.00	.00	625.00	125.00	83	375.00
300 - Totals		\$67,950.00	\$0.00	\$67,950.00	\$15,837.00	\$0.00	\$61,825.97	\$6,124.03	91%	\$65,580.95
500										
500.510	Insurance	7,056.00	.00	7,056.00	.00	.00	7,055.18	.82	100	10,796.38
500.530	Rental	200.00	.00	200.00	.00	.00	200.00	.00	100	200.00
500 - Totals		\$7,256.00	\$0.00	\$7,256.00	\$0.00	\$0.00	\$7,255.18	\$0.82	100%	\$10,996.38
800										
800.810	Losses	.00	.00	.00	.00	.00	.00	.00	+++	111.25
800 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$111.25
Function D0700 - Insect And Pest Control Totals		\$355,452.00	\$0.00	\$355,452.00	\$70,435.08	\$0.00	\$360,169.25	(\$4,717.25)	101%	\$355,159.29
Department 231 - Mosquito Control Totals		\$355,452.00	\$0.00	\$355,452.00	\$70,435.08	\$0.00	\$360,169.25	(\$4,717.25)	101%	\$355,159.29
EXPENSE TOTALS		\$355,452.00	\$0.00	\$355,452.00	\$70,435.08	\$0.00	\$360,169.25	(\$4,717.25)	101%	\$355,159.29
Fund 2200 - Mosquito Control Totals										
REVENUE TOTALS		.00	.00	.00	.00	.00	.00	.00	+++	.00



Budget Performance Report

Fiscal Year to Date 06/30/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
	EXPENSE TOTALS	355,452.00	.00	355,452.00	70,435.08	.00	360,169.25	(4,717.25)	101%	355,159.29
Fund	2200 - Mosquito Control Totals	(\$355,452.00)	\$0.00	(\$355,452.00)	(\$70,435.08)	\$0.00	(\$360,169.25)	\$4,717.25		(\$355,159.29)
	Grand Totals									
	REVENUE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	EXPENSE TOTALS	355,452.00	.00	355,452.00	70,435.08	.00	360,169.25	(4,717.25)	101%	355,159.29
	Grand Totals	(\$355,452.00)	\$0.00	(\$355,452.00)	(\$70,435.08)	\$0.00	(\$360,169.25)	\$4,717.25		(\$355,159.29)

August 11, 2020

Contract #20-118

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: 2019 Rural Fire Capacity Grant (#RFC-20-071)

INITIATED BY: Cascade County Disaster & Emergency Services

ACTION REQUESTED: Approval of Contract 20-116

PRESENTED BY: Brad Call, Director of Emergency Management

SYNOPSIS:

DNRC 2019 Rural Fire Capacity Program Subaward Agreement #RFC-20-071.
Effective: Date of signing, Total Amount: \$2,000.00. Fire Departments: 10% Match.
Cascade County received on July 20, 2020 a 2019 Rural Fire Capacity Grant Agreement # RFC-20-071 for additional funding in the amount of \$2000.00. This money is in addition to the original grant, RFC-20-070 for \$9900.00, and will be distributed appropriately to the Volunteer Fire Departments.

EFFECTIVE: Date of Last Signature - June 30, 2020

ADDITIONAL FUNDING: \$2,000.00 (10% County Match)

RECOMMENDATION:

After reviewing the contract documents, staff recommends that the Board of County Commissioners accept the terms and sign the Rural Fire Capacity Program Subaward Agreement.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commissioners **APPROVE** Contract #20-118 for the 2019 Rural Fire Capacity Grant (#RFC-20-071) that will assist the Volunteer Fire Departments in acquiring equipment.

MOTION TO DISAPPROVE:

Mr. Chairman, I move the Cascade County Commissioners **DISAPPROVE** Contract #20-118 for the 2019 Rural Fire Capacity Grant (#RFC-20-071) that will assist the Volunteer Fire Departments in acquiring equipment.

RURAL FIRE CAPACITY PROGRAM SUBAWARD AGREEMENT

F-215

File: 383.71

DNRC Subaward Number: RFC-20-071

USDA FS GRANT #19-DG-11010000-0016

CFDA # 10.664 County: Cascade

Agency: Cascade County Fire Council

This subaward agreement (subaward) is made and entered into between Cascade County Fire Council, hereinafter called the "Subrecipient", Federal ID No. 81-6001343, DUNS #100360493, and the Montana Department of Natural Resources and Conservation, Forestry Division, hereinafter called the "DNRC".

The parties to this subaward, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

SECTION 1: This subaward is effective on the date of the last signature, and shall continue in force until the DNRC determines that the scope of the work described in Section 2 has been achieved, no later than September 30, 2020.

SECTION 2: The Subrecipient agrees to complete the project subject to the subrecipient's application and the terms and specifications set forth in Appendix "A", attached hereto and incorporated herein by reference

SECTION 3: Payment to the Subrecipient by the DNRC shall be made as claims for reimbursement are submitted by the Subrecipient and approved by DNRC. Each claim for reimbursement shall be supported by proper documentation to establish the costs incurred and paid. Costs incurred prior to this subaward are not eligible for reimbursement, but may be counted as match funds upon prior written approval by DNRC. The Subrecipient shall maintain financial records in accordance with standard accounting methods to document all claims under this subaward for three (3) years after the date of expiration of this subaward.

The amount payable on each claim shall be ninety percent (90%) of the total amount billed by the subrecipient, with ten percent (10%) withheld until final payment. Final payment, including the amount withheld by the DNRC, shall be made when the project has been completed, approved and accepted by the DNRC.

SECTION 4: The federal funds obligated to the project shall not exceed \$2000.00. This subaward requires a match of 90:10 of federal to non-federal funds.

SECTION 5: The Subrecipient agrees to utilize trainers whose names appear on the Montana Office of Public Instruction certification roster in the structural training programs, and to utilize trainers approved by the DNRC in wildland fire training programs.

SECTION 6: Upon completion of the project, the Subrecipient agrees to furnish the DNRC with completed organizational plans, maps, and all other documents and papers prepared for the project along with a list of all trainees satisfactorily completing training and the total course hours by subject matter certified by the trainers involved for each trainee. The Subrecipient shall notify the DNRC of all equipment purchases and the completion of equipment modifications funded under this subaward and shall allow an inspection by the DNRC of such purchases and modifications. "Equipment" is defined as an item of tangible property with a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more.

SECTION 16: During the performance of this subaward, the Subrecipient agrees as follows:

16.1: The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

16.2: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

16.3: In the event of the Subrecipient's non-compliance with the non-discrimination clauses of this subaward or with any of such rules, regulations, or order, this subaward may, under Section 14, be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further DNRC subawards.

SECTION 17: The Subrecipient agrees to maintain records showing current status of equipment purchased under this subaward. The Subrecipient further agrees to abide by the Property Management Standards of the U.S. Forest Service as detailed in Appendix "B" attached hereto and incorporated herein by reference. These requirements shall remain effective while the equipment is in the possession of and under the ownership of the Subrecipient.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year above written.

Subrecipient

DNRC

By: _____

By: _____

Michael T. DeGrosky, Chief
Fire Protection Bureau
Forestry Division, Montana DNRC

Title: _____

Agency: Cascade County Fire Council

Date: _____

Date: _____

Contract #20-

**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 11th day of August 2020.

Attest

**On this 11th day of August 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

*** 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.**

Purchasing Guide

Appendix A

Department

Department Name

Cascade County Fire Council

Department

Category	Item/Description	Quantity	Cost per Item	Total Cost
Supplies	Pumps & Acc., Hand Tools, Power Tools, Foam	1.0	\$5,000.00	\$5,000.00
PPE	Shelters & training shelters	1.0	\$7,500.00	\$7,500.00
PPE	Shirts, pants, goggles, helmets, gloves	1.0	\$7,500.00	\$7,500.00
		0	\$0.00	\$0.00
				\$20,000.00

Additional Department

Additional Department Name

Cascade County Fire Warden

Additional Department Budget

Category	Item Description	Quantity	Cost Per Item	Total Cost
Training	Training for shelter deployment & equipment operations	80.0	\$7.50	\$600.00
				\$600.00

Additional Department Name

Additional Department Name

Additional Department Budget

APPENDIX "B"
RURAL FIRE CAPACITY (RFC) GRANT PROGRAM
PROPERTY MANAGEMENT STANDARDS - FEDERAL GOVERNMENT
CAPITAL EQUIPMENT

F-222

Non-expendable Personal Property (Capital Equipment): Tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit. Records will be kept by the State and inventory verified biennially.

The Grantee (or Sub-Grantee) shall retain the property as long as it is needed to accomplish the purpose of the program, whether or not the program continues to be supported by Federal funds.

Property with an acquisition cost of more than \$5,000.00 may be made available to other Federal programs, or, if not needed, then may be sold and the Federal Government reimbursed for its share.

Property records shall be maintained accurately and include:

1. Description (nomenclature)
2. Serial Number
3. Acquisition Date
4. Acquisition Cost
5. Source
6. Percentage of Federal Funds
7. Location
8. Use
9. Condition
10. Disposition Data
 - a. Sales Price
 - b. Fair Market Value

Physical inventory shall be taken every two (2) years and verified:

1. Existence
2. Current Use
3. Need

Control system to prevent loss, damage, theft, etc.

Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency. For items with a current per-unit FMV in excess of \$5,000, reimbursement to the awarding agency shall be computed by applying the percentage of Federal participation in the item to the sales proceeds, less \$100.00 or 10%, whichever is greatest (for selling and handling expenses).

AN EXAMPLE OF THIS FORMULA:

Federal share of Project Cost = \$2,000.00

Percent Federal Share:

$$\begin{array}{rclclcl} \text{Federal Share of Project Cost} & & \$2,000.00 & & & \\ \div & = & \div & = & 0.25 \text{ or } 25\% \\ \text{Total Project Cost} & & \$8,000.00 & & & \end{array}$$

Fair Market Value (new sales price) = \$6,000.00

Federal Reimbursement due the Government:

$$\begin{array}{rclclcl} \text{New Sales Price X Percent Federal Share} & = & \text{Re-imbursement Due} \\ \$6,000.00 & \times & 25\% & = & \$1500.00 \end{array}$$

The State is entitled to \$100.00 or 10%, whichever is greatest (for selling and handling expenses). These funds are a deduction from the Federal reimbursement due.

Purchasing Guide

Appendix A

Department

Department Name

Cascade County Fire Council

Department

Category	Item/Description	Quantity	Cost per Item	Total Cost
Supplies	Pumps & Acc.,	1.0	\$5,000.00	\$5,000.00
	Hand Tools, Power Tools, Foam			
PPE	Shelters & training shelters	1.0	\$7,500.00	\$7,500.00
PPE	Shirts, pants, goggles, helmets, gloves	1.0	\$7,500.00	\$7,500.00
		0	\$0.00	\$0.00
				\$20,000.00

Additional Department

Additional Department Name

Cascade County Fire Warden

Additional Department Budget

Category	Item Description	Quantity	Cost Per Item	Total Cost
Training	Training for shelter	80.0	\$7.50	\$600.00
	deployment & equipment operations			
				\$600.00

Additional Department Name

Additional Department Name

Additional Department Budget

APPENDIX "B"
RURAL FIRE CAPACITY (RFC) GRANT PROGRAM
PROPERTY MANAGEMENT STANDARDS - FEDERAL GOVERNMENT
CAPITAL EQUIPMENT

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÷	=	÷	=	0.25 or 25%
Total Project Cost	\$8,000.00			

Fair Market Value (new sales price) = \$6,000.00

Federal Reimbursement due the Government:

New Sales Price X Percent Federal Share	=	Re-imbursement Due
\$6,000.00 x 25%	=	\$1500.00

The State is entitled to \$100.00 or 10%, whichever is greatest (for selling and handling expenses). These funds are a deduction from the Federal reimbursement due.

Purchasing Guide
Appendix A

Department

Department Name

Cascade County Fire Council

Department

Category	Item/Description	Quantity	Cost per Item	Total Cost
Supplies	Pumps & Acc.,			
	Hand Tools, Power	1.0	\$5,000.00	\$5,000.00
	Tools, Foam			
PPE	Shelters & training shelters	1.0	\$7,500.00	\$7,500.00
PPE	Shirts, pants, goggles, helmets, gloves	1.0	\$7,500.00	\$7,500.00
		0	\$0.00	\$0.00
				\$20,000.00

Additional Department

Additional Department Name

Cascade County Fire Warden

Additional Department Budget

Category	Item Description	Quantity	Cost Per Item	Total Cost
Training	Training for shelter			
	deployment & equipment	80.0	\$7.50	\$600.00
	operations			
				\$600.00

Additional Department Name

Additional Department Name

Additional Department Budget

APPENDIX "B"
RURAL FIRE CAPACITY (RFC) GRANT PROGRAM
PROPERTY MANAGEMENT STANDARDS - FEDERAL GOVERNMENT
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Cascade County Fire Council

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Additional Department

Additional Department Name

Cascade County Fire Warden

Additional Department Budget

Category	Item Description	Quantity	Cost Per Item	Total Cost
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	deployment & equipment operations			
				\$600.00

Additional Department Name

Additional Department Name

Additional Department Budget

APPENDIX "B"
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Purchasing Guide

Appendix A

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Cascade County Fire Council

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				\$20,000.00

Additional Department

Additional Department Name

Cascade County Fire Warden

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Category	Item Description	Quantity	Cost Per Item	Total Cost
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Additional Department Name

Additional Department Name

Additional Department Budget

APPENDIX "B"
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Federal Reimbursement due the Government:

New Sales Price X Percent Federal Share	=	Re-imbursement Due
\$6,000.00 x 25%	=	\$1500.00

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Purchasing Guide

Appendix A

Department

Department Name

Cascade County Fire Council

Department

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Supplies	Pumps & Acc., Hand Tools, Power Tools, Foam	1.0	\$5,000.00	\$5,000.00
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		0	\$0.00	\$0.00
				\$20,000.00

Additional Department

Additional Department Name

Cascade County Fire Warden

Additional Department Budget

Category	Item Description	Quantity	Cost Per Item	Total Cost
Training	Training for shelter deployment & equipment operations	80.0	\$7.50	\$600.00
				\$600.00

Additional Department Name

Additional Department Name

Additional Department Budget

APPENDIX "B"
RURAL FIRE CAPACITY (RFC) GRANT PROGRAM
PROPERTY MANAGEMENT STANDARDS - FEDERAL GOVERNMENT
CAPITAL EQUIPMENT

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1. Description (nomenclature)
2. Serial Number
3. Acquisition Date
4. Acquisition Cost
5. Source
6. Percentage of Federal Funds
7. Location
8. Use
9. Condition
10. Disposition Data
 - a. Sales Price
 - b. Fair Market Value

Physical inventory shall be taken every two (2) years and verified:

1. Existence
2. Current Use
3. Need

Control system to prevent loss, damage, theft, etc.

Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency. For items with a current per-unit FMV in excess of \$5,000, reimbursement to the awarding agency shall be computed by applying the percentage of Federal participation in the item to the sales proceeds, less \$100.00 or 10%, whichever is greatest (for selling and handling expenses).

AN EXAMPLE OF THIS FORMULA:

Federal share of Project Cost = \$2,000.00

Percent Federal Share:

Federal Share of Project Cost	\$2,000.00			
+	=	+	=	
Total Project Cost	\$8,000.00			0.25 or 25%

Fair Market Value (new sales price) = \$6,000.00

Federal Reimbursement due the Government:

New Sales Price X Percent Federal Share	=	Re-imbursement Due
\$6,000.00 x 25%	=	\$1500.00

The State is entitled to \$100.00 or 10%, whichever is greatest (for selling and handling expenses). These funds are a deduction from the Federal reimbursement due.

August 11, 2019

Contract #20-119

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**Lease Agreement between Cascade County
Aging Services and the Great Falls Food Bank
for Meals on Wheels**

ACTION REQUESTED:

Approval of Contract #20-119

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The Great Falls Food Bank has historically leased space for the Area VIII Agency on Aging Home Delivered Meal Program aka/Meals on Wheels. This is a one-year renewal of the lease agreement with no rental increase. The rent for FY2021 will remain \$1,075/month or \$12,900/year. There are no changes to the lease and it has been approved for legal content and form by the County Attorney. Term of the lease is upon signing and through September 2021.

RECOMMENDATION:

Approval of Contract #20-119

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-119 Lease Agreement between Cascade County Aging Services and the Great Falls Food Bank for Meals on Wheels.

MOTION TO DENY: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-119 Lease Agreement between Cascade County Aging Services and the Great Falls Food Bank for Meals on Wheels.

COMMERCIAL LEASE

CONTRACT

20-119

THIS LEASE is made and entered into effective upon signing by both parties, by and between GREAT FALLS COMMUNITY FOOD BANK, INC., a Montana nonprofit corporation, with principal offices at 1620 12th Avenue North, Great Falls, Montana 59401 ("Lessor") and MEALS ON WHEELS, a government sponsored nonprofit organization of Great Falls, Montana ("Lessee").

- 1 LEASE Lessor hereby leases to Lessee approximately one thousand eight hundred (1,800) square feet of space located in the Great Falls Community Food Bank building situated on Lots Two (2), Three (3), and Four (4), Block Three (3) Edgewater Industrial Tract, an addition to the City of Great Falls, Cascade County, Montana, according to the official plat or map thereof on file in the office of the Clerk and Recorder of said County. This Lease shall also include the right to use, in common with Lessor and the other tenants of Lessor, the common areas and parking facilities; provided, however, that Lessee shall use the common areas and parking facilities for their intended purposes so as not to unreasonably disrupt or interfere with the business and use of Lessor's other tenants and their agents, employees, volunteer workers, and invitees. Lessor may, from time to time, implement reasonable rules and regulations to ensure orderly and equitable use of the parking area by Lessor and Lessor's tenant and their agents, employees, volunteer workers, and invitees.

This lease agreement is not constructed to be automatically renewed at the end of the term for which drawn, however the intent to renew this agreement by the Tenant will be assumed. All parties will need to sign a new agreement in order to activate a renewal term. If Tenant intends to vacate the Premises at the end of this lease term, Tenants must give at least 60 days' notice prior to the end of this lease. If 60 days' notice of renewal is not given prior to lease term, Tenant is responsible for the equivalent rent amount due for the 60 days after notice is given, even though this lease does not automatically renew.

If the Tenant continues to occupy the Premises and pay rent after this lease has expired, the parties enter into a month-to-month tenancy. The Lessor may at that time alter the terms of the tenancy after giving proper notice of at least 30 days to the tenant.

- 2 TERM AND RENTAL The terms of this Lease will commence upon signing by both parties and end on September 30, 2021 (the "Expiration Date"). Lessee shall pay to Lessor annual rent, in equal monthly payments, on the first day of every month during the term of this Lease as follows:
 - a Lessee shall pay Lessor annual rent in the amount of \$12,900.00, which shall be paid in equal monthly installments of \$1,075 each. For the purposes of this Lease, the term "Lease Year" shall mean a period of twelve (12) consecutive full months, beginning on the first day of October of the applicable calendar year and ending on the last day of September the following calendar year.

- 3 TAXES Lessor shall pay all property taxes and special assessments levied upon the real property (including improvements thereon, but excluding any personally located on the Leased Premises) for 2019 and subsequent years during the term of the Lease, as same come due. Lessee shall pay all property taxes assessed or levied upon Lessee's property located on the Leased Premises.
- 4 INSURANCE AND DESTRUCTION OF THE PREMISES During the term of this Lease, Lessor shall maintain fire and extended coverage insurance upon the Leased Premises. Lessee shall maintain and pay for insurance covering all of Lessee's leasehold improvements, betterments, trade fixtures, merchandise, machinery, equipment and personal property from time to time in, on or upon the Leased Premises.

Lessee shall also maintain comprehensive public liability insurance which shall insure against all liability for property damage and all liability for injury to or death of any person occasioned by, or arising by reason of, occurrences on or about the Leased Premises, including but not limited to the consequences of any act, error or omission on the part of the Lessee, its agents or employees. Such insurance shall be in an amount no less than One Million Dollars (\$1,000,000.00), and Lessor shall be named as a loss payee.

Lessee shall, at any time after the execution of this Lease, upon Lessor's request, provide Lessor with copies of such insurance policies.

If during the term of this Lease, the Leased Premises are destroyed by fire or by the elements, or if said premises are partially destroyed so as to render them unfit for use, then in any of such events, the rentals herein agreed upon shall be waived during the period that the building cannot be used as contemplated by Lessee. In the event a portion of the Leased Premises can be used and is used, then only a portion of the amount shall be deducted from the rentals during the period concerned. Lessee shall not be entitled to any compensation or damages from Lessor for loss of the use of the whole or any part of the Leased Premises, Lessee's personal property or any inconvenience or annoyance occasioned by such damage, except for loss occasioned by the negligence of Lessor.

- 5 UTILITY EXPENSES Lessee and Lessor shall pay their individual charges for heat, power, gas, electricity, garbage, telephone, sewer, and water that are or may be made upon or against the Leased Premises.
- 6 USE AND CONDITION OF PREMISES; COVENANT QUIET ENJOYMENT Lessee shall use the Leased Premises for the purpose of storage, preparation, and dispensing of food to needy persons in accordance with the Meals on Wheels program. No other use of the premises shall be permitted without prior written consent of Lessor. Lessee shall maintain the premises in a clean, safe, and sanitary condition. Lessee shall not use or permit any use of the premises, or any part thereof, which is in violation of any national, state, county or municipal law, ordinance or regulation.

As long as Lessee shall be in compliance with this Lease, Lessor or its agents shall not in any way interfere with Lessee's operation of its business or Lessee's utilization of the Leased

Premises; provided, however, that the parties acknowledge that Lessor occupies offices and storage space adjacent to the Leased Premises and Lessee specifically authorizes Lessor to utilize the hallways and doors used by Lessee at the convenience of Lessor so long as said use does not reasonably interfere with the operation of Lessee's business.

- 7 MAINTENANCE Lessee shall take good care of the Leased Premises and shall, at Lessee's own cost and expenses, maintain the interior of the Leased Premises in its present and existing condition, except for normal wear and use, during the period covered by this Lease. Lessor shall, at its own expense, maintain in good order and repair the roof and outside walls and air conditioning and heating systems. Lessee shall be responsible for snow and ice removal in the area immediately outside of Lessee's entrance.

Lessee shall not commit or allow any waste of the Leased Premises. Upon termination of this Lease, Lessee shall return the Leased Premises to Lessor in good order and condition, reasonable wear and tear alone excepted.

- 8 IMPROVEMENTS AND INSTALLATIONS BY LESSEE Lessee is specifically authorized to make tenant improvements upon the Leased Premises, but only upon receiving the prior written consent of Lessor. Such improvements, if any, shall be made in good and workmanlike manner and shall be made with due regard for the basic structure and condition of the premises. All such improvements shall be paid for solely and in full by Lessee with Lessor being in no way charged for such work or costs.

Lessee shall further have the right to install and maintain fixtures, equipment, appliances, signs and other items of personal property as Lessee may desire to install, including a customary sign upon the property, provided, however, that installation of any fixtures, equipment, or appliances shall require the prior written consent of Lessor. All such installation shall remain the property of Lessee, and upon termination of this Lease, Lessee shall have the right to remove such installation as are owned by it. Such removal shall be accomplished in the manner reasonably calculated to do the least damage to the Leased Premises, and Lessee shall be obliged to restore the premises to substantially their original condition, reasonable wear and tear alone excepted. All costs of such removal and restoration shall be borne by Lessee. If upon termination of the Lease, Lessor and Lessee shall agree that all or any part of Lessee's installations need not be removed, but will be permitted to remain, then said improvements and personal property agreed to be permitted to remain shall forthwith become the property of Lessor, to belong to Lessor and its successors and assigns absolutely and forever. Any of Lessee's property or installations remaining in the Leased Premises after the termination of this Lease may, but need not be, deemed to be abandoned if Lessor so elects.

- 9 SAVE HARMLESS Lessee shall save and hold Lessor harmless from any and all liability, damages, or claims of damages of any nature or description for injuries arising out of or in connection with the operation of Lessee's business, or any other business upon the Leased Premises; or arising from any violation of any national, state, county or municipal law, ordinance or regulation of any duty which may be owing by Lessee to any person or any obligation of Lessee under this Lease; or any damage by reason of the condition of the

Leased Premises or any fixtures, equipment, appliances, or other personal property of Lessee therein or by reason of the operation of maintenance thereof; or generally arising out of the possession of the Leased Premises by Lessee during the term of this Lease.

- 10 SUBLETTING OR SUBLEASING In the event Lessee shall attempt to sublet or sublease any part or all of the Leased Premises without the written consent of Lessor, Lessor shall have the option to terminate this Lease immediately. In the event of any approved sublease, such sublease shall in no way relieve Lessee herein from any obligation, term or condition of this Lease.
- 11 LIENS Lessee shall promptly pay its contractors, subcontractors, and materialmen for all work done and performed by or for Lessee, so as to prevent the assertion or imposition of liens upon or against the Leased Premises. Should any lien be asserted or filed, Lessee shall discharge or bond against the same within said ten (10) days, the Lessor may satisfy and remove the lien by paying the full amount claimed, without investigating the validity thereof, and Lessee shall pay Lessor upon demand the amount paid out by Lessor on Lessee's behalf, including Lessor's costs and expenses.
- 12 DEFAULT In the event of default in the payment of rent or any installment thereof, whether the same be demanded or not, or if Lessee shall commit or suffer any waste to be committed in or upon the Lease Premises, or if default shall be made by Lessee in the performance or observance of any other covenant or agreement or condition of this Lease, and in the event that such default or condition, or any of them, shall exist for a period of ten (10) days, then Lessor may give Lessee written notice of such default. In the event the default or defaults are not cured in their entirety within thirty (30) days after the delivery of said written notice, Lessor, or its successor or assigns, shall have the option to pursue any one or more of the following remedies, without any notice to or demand upon Lessee whatsoever:
 - a terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor and if Lessee fails to do so, Lessor may, without prejudice to any other remedy or relief Lessor may have regarding possession of the Leased Premises, enter upon and take possession of the leased Premises, re-let the Leased Premises, and expel or remove Lessee and any other person who may be occupying the Leased Premises, or any part thereof, without being subject to prosecution or liable for any claim for damages; and Lessee agrees to pay Lessor on demand the amount of any and all loss, damage or expenses which Lessor may suffer by reason of such termination, whether through inability to re-let the Leased Premises on satisfactory terms, or otherwise; or
 - b terminate Lessee's right to possession without terminating the Lease or Lessee's obligation to pay rent hereunder and enter and take possession of the Leased Premises and expel or remove Lessee and any other such person who may be occupying the Leased Premises, without being subject to prosecution or liable for any claim of damages, and re-let the Leased Premises, as Lessee's agent, and receive the rent therefore; and Lessee agrees to pay Lessor on demand any deficiency that may arise over the term of this Lease by reason of such re-letting, and Lessor shall in no way be responsible or liable for any

failure to re-let the Leased Premises or any part thereof, or for any failure to collect rent due upon such re-letting; or

- c enter the Leased Premises without being subject to prosecution or liable for any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor for any expenses which Lessor may incur in effecting compliance with Lessee's obligations hereunder, including reasonable attorney's fees; or
- d enter upon the Leased Premises and take possession of all property of Lessee on the Leased premises, or any part thereof, and sell it on commercially reasonable terms and apply the proceeds of sale first toward the cost of sale and then toward payment of unpaid rent or other damages, any remainder to be paid to Lessee.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor or of any damage accruing to Lessor by reason of the violation of any of the terms or covenants of this Lease. Forbearance by Lessor to enforce one or more of the remedies herein shall not be deemed or construed a waiver of such default.

- 13 TIME OF ESSENCE Time shall be of the essence of this Lease and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of Lessor in the enforcement of the terms and conditions of this Lease shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.
- 14 CONSTRUCTION AND BINDING EFFECT This Lease shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.
- 15 NOTICE Any notice hereunder shall be given in writing by serving the same upon the person to whom the notice is addressed either personally, by U.S. mail, or by private overnight carrier service, at the addresses set forth above, or such other address as may be furnished in writing by any party to the other. Receipt of any notice shall be the date of delivery if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or two (2) days from the date of postmark.
- 16 ENTIRE AGREEMENT This lease constitutes the entire agreement between Lessor and Lessee with respect to its subject matter and may only be modified, amended, or restated in writing signed by all the parties.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the day and year first above written.

GREAT FALLS COMMUNITY FOOD BANK, INC.
Lessor

By: _____
Shaun M. Tatarka, Executive Director

CASCADE COUNTY AGING SERVICES – Senior Nutrition/Meals on Wheels
Lessee

By:  _____
Kimberliegh Thiel-Schaaf, Director

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 11th day of August 2020.

Attest

On this 11th day of August 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

August 11, 2020

Contract #20-120

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

Service Agreement between Cascade County Aging Services and the Centerville Senior Center for Older Americans Services in FY2021

ACTION REQUESTED:

Approval Contract #20-120

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

Cascade County Aging Services has a Service Agreement in place with the Montana Department of Health and Human Services Senior Long-Term Care Division (DPHHS SLTC) to provide services to people over the age of 60 so that they may remain independent in their homes and age in place. These services include such things as meals provided in a Congregate Setting and Educational/Information sessions on topics of interest to seniors or those that care for them as well as opportunities to socialize with peers. These services are intended to meet the health, well-being, socialization and nutritional needs of persons over the age of 60.

Cascade County Aging Services does not have the capacity to provide some of the services and chooses to contract with the senior centers located throughout the County to provide a portion of the services. Namely, we look to the Senior Centers to provide space/time to others who would like to give presentations related to topics of interest to the senior population, e.g. housing, tax preparation, elder abuse, legal document review, health prevention, exercise, cards, bingo and other activities. There are six (6) centers in Cascade County, all operating as private non-profits, and all providing varying activities under agreement with Cascade County Aging Services. These agreements have been informally in place for a number of years, but the requirements of 2 CFR 200 Uniform Guidance of Grants and Cooperative Agreements as well as those passed to the Agency by the Service Agreement in place with Montana DPHHS SLTC, dictate that these agreements take the form of a written, annual services agreement and/or memorandum of understanding to ensure that all applicable regulations pertaining to the funding is followed.

To that end, Contract 20-120 is with the Centerville Senior Center for the period of July 1, 2020 through June 30, 2021 and will be renewed annually at the beginning of each subsequent fiscal year provided the funding for this programming continues. The contract with the Center includes a payment of Federal Funds that are received as pass-through funding from Montana DPHHS SLTC for the purpose of providing programming at the Center to include educational presentations, socialization opportunities, information and referral (one stop shop for people who do not know where to go and referred onto an appropriate spot), exercise, congregate meal service and other opportunities for people over 60 to engage with their community. Those payments are \$660/month in Federal Older Americans Title IIIB funds and payable upon receipt of report and data sets each month prior to the 5th working day of the month. The total FY2021 agreement will not exceed \$7,920.

RECOMMENDATION:

Staff has worked with the Centerville Senior Center to reach the terms of this agreement and has received copies of all pertinent corporate documents required for recordkeeping. Staff now recommends approval of contract #20-120

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-120 Service agreement between Cascade County Aging Services and the Centerville Senior Center for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$7,920.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-120 Service agreement between Cascade County Aging Services and the Centerville Senior Center for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$7,920.

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement is entered into by and between Cascade County, for the Cascade County Aging Services – Area VIII Agency on Aging (AGENCY) and the Centerville Senior Center. EIN 72-1562399 (PROVIDER).

WHEREAS, the Agency has contracted funds from the Montana Department of Public Health and Human Services (MDPHHS) Older Americans Act and from other funding sources to provide certain services to the senior populations in Cascade County; and

WHEREAS, the Agency, under its agreement with MDPHHS, must assure the provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life; and

WHEREAS, Provider operates the Centerville Senior Center (CENTER) in the City of Centerville, Montana, and is interested in providing such services to the senior population in Centerville, on behalf of the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Provider hereby agree as follows:

SECTION 1 – INCORPORATION OF RECITALS.

The Recitals set forth above are incorporated into and shall constitute a material part of this Service Provider Agreement (“Agreement”).

SECTION 2 – PURPOSE.

The Purpose of this Agreement is to assure provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life, to be funded by the Older Americans Act funds and other funding sources secured for this purpose by the Agency.

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this agreement, provisions of the Older Americans Act and other applicable federal and state regulations.

SECTION 3 – EFFECTIVE DATE & DURATION

The Provider shall commence performance of this Agreement on July 1, 2020 and shall complete performance to the satisfaction of the Agency on June 30, 2021.

SECTION 4 – COMPLIANCE AND REQUIRED SUPPORTING DOCUMENTATION

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this Agreement, the provisions of the Older Americans Act, and all other applicable federal and state regulations as set forth herein.

Upon signing the Agreement, and in the event changes occur during the term of this Agreement, the Provider shall submit the following documents to the Agency, which are incorporated in this Agreement as though fully set forth herein:

- IRS Tax exempt letter
- Organization Bylaws
- Most recently filed 990
- Financial Statements (Income Statement & Balance Sheet) for the Provider's most recently completed fiscal year
- Board approved budget for the Provider's current fiscal year
- Names and contact information, including email addresses (if available), for current Board of Directors, with officers as well as the primary Provider Point of Contact for this Agreement indicated.
- Recent sample newsletter, brochure or other marketing materials that describe activities and services provided at the Provider's location.
- W-9 and current certification of insurance in the following coverage/limits naming Cascade County as an additional insured:
 - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - Professional Liability Insurance with a minimum of \$1,000,000 per occurrence is required for professional services, such as auditing or consulting
 - Auto Liability - Auto Combined Single Liability with a minimum limit of \$1,000,000 per accident must be provided if the Provider owns a vehicle.
 - If board members, staff, or volunteers drive their own vehicles while working on behalf of the Provider, the Provider must submit proof of personal auto insurance for each driver to the Agency annually and upon each individuals' policy renewal.
 - Worker's Compensation coverage or an Independent Contractor Exemption Certificate that indicates the applicable work being performed.
 - An Excess/Umbrella Liability policy may be used to supplement the general liability coverage and/or auto liability coverage, in order to match or exceed the minimum dollar limits above. The Excess/Umbrella Liability policy may not be used in place of Worker's Compensation coverage or an Independent Contractor Exemption Certificate.

SECTION 5 – RESPONSIBILITIES OF THE PROVIDER

The Provider agrees to the following:

A. GENERAL REQUIREMENTS:

- Comply with the Older Americans Act and all other applicable federal and state regulations and guidelines.
- Ensure services are targeted to seniors with the greatest social and economic need.
- Work with Agency staff to identify, prioritize and respond to needs for aging services in the local area.
- Report management, financial and program information to the Agency on a quarterly basis. Quarterly reports are due 30 days after the end of the quarter and shall, at a minimum, include the following:
 - Copies of Board minutes for the quarter
 - Financial Statements: Income Statement, Balance Sheet and Budget to Actuals report that clearly identifies how the funds dispensed as part of this Agreement were spent.
 - Final quarterly reports shall be reported to cover the full contract duration (July 1, 2020 – June 30, 2021)
- Ensure that Board Members review the Agreement, and any renewals thereof, with the Agency.
- Refer all client complaints to the Agency in a timely manner and be available to assist with complaint resolution, if requested.
- Disseminate, encourage completion of and retrieve Agency surveys of clients as requested; provide assistance to clients with completing surveys, if needed.

B. NUTRITION SERVICES (TITLE IIIC-1 Nutrition Services – CFDA 93.045)

- Cooperate with the Agency on the provision of the Congregate Meal Program according to the guidelines set by the Agency.
 - Meals will be prepared at the Agency Senior Nutrition Kitchen and transported to Provider for service on Monday & Thursday, except for holidays.
 - Menu preparation and food ordering will be done by the Agency
 - Agency will provide one staff member to supervise service.
- Assume full responsibility for providing one or more volunteers to assist with the meal service on Monday & Thursday.
- Ensure compliance with all food handling and safety standards
- Engage in outreach and promotion to encourage growth in the Congregate Meal Program.
- Identify and refer potential home delivery clients to Agency staff for required assessment and intake
- Engage the services of a Site Manager for Congregate Meal Program with responsibility for taking meal reservations, meal ordering, site

preparation/cleaning up, greeting and interacting with the diners and providing them with hands on assistance as needed, food service compliance with food handling and safety standards, collecting and submitting meal donations, volunteer recruitment and coordination, referral to Agency staff any potential home delivery clients and outreach/promotion of the meal program.

- The Site Manager must communicate regularly with Agency staff to ensure high quality service delivery and must attend mandatory Nutrition Committee meetings at the Agency. The Site Manager is required to submit the following documentation for the Provider on a timely basis:
 - Meal Tally (units of service and client information)
 - New Client Capstone Intake Form (completely filled out)
 - Other Documentation Requested by the Agency
- Site manager will take payment for meals daily and give funds to an Agency staff member at the end of each service
- Submit to the Agency monthly documentation delineating each person served (including all new intake forms, when needed); total number of units (meals) served and any required match. Such documentation shall be submitted no later than the fifth (5th) working day of each month for the month prior.

C. HEALTH PROMOTION (TITLE IIID Preventative Health – CFDA 93.043)

- Provide activities and services as agreed upon and **approved** by the Agency
- Assume full responsibility for organizing and administering the chosen activities or services and arrange for payment of related costs
- Provide qualified leaders, organizers, interpreters, etc. as needed
- Submit monthly documentation by the fifth (5th) working day of the month to the agency to include the following:
 - Description of **approved evidence-based activities or services** provided during the month, including the names of the leaders/organizers and their credentials
 - Dates of activities or services and copies of the sign-in sheets
 - Summary of total number of participants over the age of sixty (60) per activity
- Activities under this category must meet the American Community Living (ACL) definition of evidence-based programming to qualify

D. ACTIVITIES AND SERVICES (TITLE IIIB – Supportive Services CFDA 93.044)

- Develop and implement activities and services designed to:
 - Prevent or delay institutionalization
 - Increase community engagement and decrease social isolation
 - Increase opportunities to participate in healthy lifestyles
 - Promote intergenerational activities or relationships and/or
 - Enhance the health, well-being and quality of life of seniors

- Promote activities and services in the senior community through outreach, education and marketing efforts
- Assume responsibility for organizing and implementing the chosen activities or services
- Submit monthly reports by the fifth (5th) working day of the month to the Agency that include:
 - Description of the services or activities provided with dates and number of participants
 - Summary of related outreach activities
 - Surveys, comments, or other feedback on the impact, when available

SECTION 6 – RESPONSIBILITIES OF AREA VIII AGENCY ON AGING

The Agency agrees to:

A. GENERAL REQUIREMENTS:

- As authorized by law, advocate for adequate funding for aging services and for policies that support high quality, flexible and individualized service delivery.
- Offer technical assistance and guidance to the Provider to improve and grow Center programs.
- Collect and compile necessary financial and statistical information to complete federal, state and other required reports.
- Conduct periodic review of board governance, provider policies/procedures and services to ensure compliance with the Agreement, Older Americans Act and/or other relevant regulations and guidelines.
- Inform the Provider and the State Unit on Aging of any issues with non-compliance.
- Enter all required data related to this Agreement into the Capstone Data Base maintained by the MDPHHS State Unit on Aging. Data will be entered no later than the tenth (10th) day of the month.

B. NUTRITION SITE SERVICES:

- Provide outreach and publicity concerning the availability of and guidelines for receipt of nutrition services.
- Provide guidance to the Provider regarding meal program requirements and food safety standards.
- Conduct periodic site reviews to ensure program compliance, food safety compliance and quality service delivery.
- Conduct intake assessments for home-delivery clients.
- Review monthly menus the month prior to service for nutritional compliance.
- Facilitate Nutrition Committee meetings.
- Provide periodic nutrition education to congregate sites and home-delivery clients.
-

C. OTHER ACTIVITIES AND SERVICES:

- Assist with promotion and outreach efforts related to the Provider's activities and services.
- Provide assistance and guidance in developing activities or services, as requested

SECTION 7 – BILLING AND PAYMENT

The Agency agrees to:

- Remit to the Provider \$660.00 on a monthly basis or \$7,920/yearly for Title 3B Services CFDA 93.044.
- Funds are subject to the availability of funds from the Master Contract with MDPHHS and are subject to modification based on budget revisions received from them.
- Agency agrees to provide instruction to the Provider on how to account for and report revenue/expenditures related to this Agreement.
- Agency retains the right to withhold payment if required monthly reports are not submitted in a timely manner. Payments will be made once all reports have been submitted to the Agency.

The foregoing notwithstanding, Provider recognizes that the funding for this Agreement is based upon a pass through by Agency of contracted government funds and/or grants. Accordingly, in the event that anticipated funds are reduced or become unavailable at any time during the term of this Agreement, Agency, in its sole and absolute discretion and without recourse of any kind, shall be relieved from further performance of this Agreement beyond the date Federal or State funds are reduced or become unavailable.

SECTION 8 – PROVIDER PERFORMANCE REVIEW

The Agency will monitor the Provider's performance as follows:

- Review of quarterly financial and monthly programmatic reports with any follow up as necessary
- Periodic on-site visits (announced and unannounced)
 - Annual Nutrition Site Review (if applicable)

SECTION 9 – DUPLICATION OF COSTS

The Provider represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or other government source.

SECTION 10 – COPYRIGHTS

The Agency and the State Unit on Aging shall have a royalty, non-exclusive and irrevocable right to reproduce, publish or otherwise authorize others to use for Agency purposes any material developed under this Agreement.

SECTION 11 – CONFIDENTIALITY

The use or disclosure, by any party, of any information concerning a recipient in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Agency's or the Provider's responsibility with respect to services hereunder is prohibited, except with the written consent of the recipient or the court appointed guardian of a recipient.

Confidential information is defined as personal information which federal or state legal authorities or regulations protect from general public access and release. It includes, but is not limited to, social security number, driver's license, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information for Economic and Clinical Health Act (HITECH), programmatic individual eligibility, case management, payment and benefit information obtained from the IRS or other third parties that is protected and confidential.

The Agency and the Provider will protect confidential personal information using security standards and procedures meeting current best practices. Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Provider or its employees or agents, the Provider will notify the Agency and will take immediate measures to retrieve all such information and prevent further unauthorized disclosure or use.

SECTION 12 – INDEMNIFICATION

The Provider agrees to, indemnify, protect, defend and hold harmless Cascade County, the Area VIII Agency on Aging, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence, intentional act or misconduct of Provider, its agents, representatives or employees, assigns and subcontractors under this Agreement.

SECTION 13 – ASSIGNMENT, TRANSFER AND SUBCONTRACTING

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

SECTION 14 – RESOLUTION OF AGREEMENT DISPUTE

The parties agree that any dispute arising under this Agreement which is not disposed of by negotiation and agreement, shall be decided by the Director of the Area VIII Agency on Aging, or her designee, who shall commit her decision to writing and furnish a copy to the Provider. The decision of the Director shall be final. Pending final resolution of such dispute the Provider agrees to continue performance under this Agreement unless the Agency requests the Provider to discontinue such performance.

SECTION 15 – AGREEMENT MODIFICATION

The Agency may modify the allocation of funds in this Agreement to contribute to the growth and betterment of programs. Any modification will be subject to the availability of funds and budget requirements. Level of service and costs will be reviewed and revised annually. Other changes to this Agreement can only be accomplished by written amendment signed by authorized representatives of both parties and attached to the original of this Agreement.

SECTION 16– COMPLIANCE WITH APPLICABLE POLICIES, LAWS AND REQUIREMENTS

Provider will comply with all applicable Federal, State and Cascade County regulations and Agency policies, including those pertaining to licensing, in performing this Agreement.

A. COMPLIANCE WITH FEDERAL AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Agreement, to include the applicable provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. The Provider is responsible for determining with which authorities, if any in addition to the foregoing, it must comply in the performance of the Agreement.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age;
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender;
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability;

5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability;
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the “Lincoln Law”), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, *et. seq.*, requiring all organizations receiving federal monies to maintain a drug-free workplace.

16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;

- a. **First-tier Subawards.**

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.

- b. **Total Compensation of Recipient Executives.**

- i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (A) the total Federal funding authorized to date under this award is \$25,000 or more;
 - (B) in the preceding fiscal year, recipients received -
 - (1) Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
 - ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:

- (A) The Provider is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Provider must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$25,000.

(B) The Provider will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS
Attn: BFS-D-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

(i) in the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission,

coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.

19. Patient Protection and Affordable Care Act – P.L. 111-148
20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. COMPLIANCE WITH STATE OF MONTANA AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Agreement, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. Provider is responsible for determining with which, if any in addition to the foregoing authorities it must comply in the performance of the Agreement.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

SECTION 17 – LIAISON

The Agency Director will act as the liaison to the Provider. The liaison will be the first contact regarding any questions and problems which arise in implementation of this Agreement.

SECTION 18 – TERMINATION

This Agreement may be canceled or terminated by either of the parties without cause; however, the parties seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation or termination.

If the Provider fails to provide services called for by this Agreement, or to provide such services within the time specified herein or any extension thereof, the Agency may, by written notice of default to the Provider, terminate the whole or any part of this Agreement upon written notice.

The Agency may, upon finding that the Provider is not in compliance with any law or regulation, or applicable licensure and certification requirement, terminate this Agreement upon written notice to the Provider.

The above remedies are in addition to any other remedies provided by law or the terms of this Agreement.

Upon agreement termination or non-renewal of this Agreement, the Provider will allow the Agency, its agents and representatives, subject to reasonable notice full access to Provider's facilities and to examine and duplicate as necessary records (subject to confidentiality requirements) for the purpose of facilitating transfer of the Agreement activities.

SECTION 19 – FORCE MAJEURE

The Provider shall not be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the Provider. Such causes may include, but are not restricted to, acts of God or the public enemy, fire, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Provider.

SECTION 20 – INDEPENDENT CONTRACTOR/AGENCY

The Provider is an independent contractor, providing services for the Agency, Cascade County, and the State of Montana. Neither the Provider, nor any of its employees are employees of the Agency or Cascade County under this Agreement.

SECTION 21 – ACCOUNTING, COST PRINCIPALS, AND AUDIT

A. ACCOUNTING STANDARDS:

The Provider must maintain a system of accounting procedures and practices sufficient for MDPHHS and the Agency to determine to their satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. AUDITS AND OTHER INVESTIGATIONS:

The Provider must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

MDPHHS, Agency and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, and program assessments to ensure the appropriate administration and performance of this Agreement, and the proper expenditure of monies, delivery of goods, and provision of

Services pursuant to this Agreement. The Provider will provide MDPHHS , the Agency and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Provider's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken and access shall be afforded under this section from the time the parties enter this Agreement until the expiration of 8 years from the completion date of this Agreement.

C. CORRECTIVE ACTION:

If directed by MDPHHS or Agency, the Provider must take immediate corrective action to resolve program management, assessment and/or audit findings. The Provider must immediately prepare a corrective action plan detailing actions the Provider proposes to undertake to resolve the audit findings. MDPHHS or Agency may direct the Provider to modify the corrective action plan.

D. REIMBURSEMENT FOR SUMS OWING:

The Provider must reimburse or compensate MDPHHS or the Agency in any other manner as MDPHHS may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to MDPHHS.

SECTION 22 – RECORD RETENTION

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

SECTION 23 – MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire agreement between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment.

Centerville Senior Center

BY: Joan Yatsko
Joan Yatsko, Board President

DATE: 7-28-2020

Area VIII Agency on Aging

BY: Kimberliegh L Thiel-Schaaf
Kimberliegh L Thiel-Schaaf, Director

DATE: 7/28/2020

**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 11th day of August 2020

Attest

On this 11th day of August 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

* 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.

August 11, 2020

Contract #20-121

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

Service Agreement between Cascade County Aging Services and the Cascade Senior Center for Older Americans Services in FY2021

ACTION REQUESTED:

Approval Contract #20-121

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

Cascade County Aging Services has a Service Agreement in place with the Montana Department of Health and Human Services Senior Long-Term Care Division (DPHHS SLTC) to provide services to people over the age of 60 so that they may remain independent in their homes and age in place. These services include such things as meals provided in a Congregate Setting and Educational/Information sessions on topics of interest to seniors or those that care for them as well as opportunities to socialize with peers. These services are intended to meet the health, well-being, socialization and nutritional needs of persons over the age of 60.

Cascade County Aging Services does not have the capacity to provide some of the services and chooses to contract with the senior centers located throughout the County to provide a portion of the services. Namely, we look to the Senior Centers to provide space/time to others who would like to give presentations related to topics of interest to the senior population, e.g. housing, tax preparation, elder abuse, legal document review, health prevention, exercise, cards, bingo and other activities. There are six (6) centers in Cascade County, all operating as private non-profits, and all providing varying activities under agreement with Cascade County Aging Services. These agreements have been informally in place for a number of years, but the requirements of 2 CFR 200 Uniform Guidance of Grants and Cooperative Agreements as well as those passed to the Agency by the Service Agreement in place with Montana DPHHS SLTC, dictate that these agreements take the form of a written, annual services agreement and/or memorandum of understanding to ensure that all applicable regulations pertaining to the funding is followed.

To that end, Contract 20-121 is with the Cascade Senior Center for the period of July 1, 2020 through June 30, 2021 and will be renewed annually at the beginning of each subsequent fiscal year provided the funding for this programming continues. The contract with the Center includes a payment of Federal Funds that are received as pass-through funding from Montana DPHHS SLTC for the purpose of providing programming at the Center to include educational presentations, socialization opportunities, information and referral (one stop shop for people who do not know where to go and referred onto an appropriate spot), exercise, congregate meal service and other opportunities for people over 60 to engage with their community. Those payments are \$715/month in Federal Older Americans Title IIIB funds and payable upon receipt of report and data sets each month prior to the 5th working day of the month. The total FY2021 agreement will not exceed \$8,580.

RECOMMENDATION:

Staff has worked with the Centerville Senior Center to reach the terms of this agreement and has received copies of all pertinent corporate documents required for recordkeeping. Staff now recommends approval of contract #20-121

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-121 Service agreement between Cascade County Aging Services and the Centerville Senior Center for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$8,580.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-121 Service agreement between Cascade County Aging Services and the Centerville Senior Center for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$8,580.

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement is entered into by and between Cascade County, for the Cascade County Aging Services – Area VIII Agency on Aging (AGENCY) and the Cascade Senior Center EIN 810409200 (PROVIDER).

WHEREAS, the Agency has contracted funds from the Montana Department of Public Health and Human Services (MDPHHS) Older Americans Act and from other funding sources to provide certain services to the senior populations in Cascade County; and

WHEREAS, the Agency, under its agreement with MDPHHS, must assure the provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life; and

WHEREAS, Provider operates the Cascade Senior Center (CENTER) in the Town of Cascade, Montana, and is interested in providing such services to the senior population in Cascade, Montana, on behalf of the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Provider hereby agree as follows:

SECTION 1 – INCORPORATION OF RECITALS.

The Recitals set forth above are incorporated into and shall constitute a material part of this Service Provider Agreement (“Agreement”).

SECTION 2 – PURPOSE.

The Purpose of this Agreement is to assure provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life, to be funded by the Older Americans Act funds and other funding sources secured for this purpose by the Agency.

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this agreement, provisions of the Older Americans Act and other applicable federal and state regulations.

SECTION 3 – EFFECTIVE DATE & DURATION

The Provider shall commence performance of this Agreement on July 1, 2020 and shall complete performance to the satisfaction of the Agency on June 30, 2021.

SECTION 4 – COMPLIANCE AND REQUIRED SUPPORTING DOCUMENTATION

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this Agreement, the provisions of the Older Americans Act, and all other applicable federal and state regulations as set forth herein.

Upon signing the Agreement, and in the event changes occur during the term of this Agreement, the Provider shall submit the following documents to the Agency, which are incorporated in this Agreement as though fully set forth herein:

- IRS Tax exempt letter
- Organization Bylaws
- Most recently filed 990
- Financial Statements (Income Statement & Balance Sheet) for the Provider's most recently completed fiscal year
- Board approved budget for the Provider's current fiscal year
- Names and contact information, including email addresses (if available), for current Board of Directors, with officers as well as the primary Provider Point of Contact for this Agreement indicated.
- Recent sample newsletter, brochure or other marketing materials that describe activities and services provided at the Provider's location.
- W-9 and current certification of insurance in the following coverage/limits naming Cascade County as an additional insured:
 - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - Professional Liability Insurance with a minimum of \$1,000,000 per occurrence is required for professional services, such as auditing or consulting
 - Auto Liability - Auto Combined Single Liability with a minimum limit of \$1,000,000 per accident must be provided if the Provider owns a vehicle.
 - If board members, staff, or volunteers drive their own vehicles while working on behalf of the Provider, the Provider must submit proof of personal auto insurance for each driver to the Agency annually and upon each individuals' policy renewal.
 - Worker's Compensation coverage or an Independent Contractor Exemption Certificate that indicates the applicable work being performed.
 - An Excess/Umbrella Liability policy may be used to supplement the general liability coverage and/or auto liability coverage, in order to match or exceed the minimum dollar limits above. The Excess/Umbrella Liability policy may not be used in place of Worker's Compensation coverage or an Independent Contractor Exemption Certificate.

SECTION 5 – RESPONSIBILITIES OF THE PROVIDER

The Provider agrees to the following:

A. GENERAL REQUIREMENTS:

- Comply with the Older Americans Act and all other applicable federal and state regulations and guidelines.
- Ensure services are targeted to seniors with the greatest social and economic need.
- Work with Agency staff to identify, prioritize and respond to needs for aging services in the local area.
- Report management, financial and program information to the Agency on a quarterly basis. Quarterly reports are due 30 days after the end of the quarter and shall, at a minimum, include the following:
 - Copies of Board minutes for the quarter
 - Financial Statements: Income Statement, Balance Sheet and Budget to Actuals report that clearly identifies how the funds dispensed as part of this Agreement were spent.
 - Final quarterly reports shall be reported to cover the full contract duration July 1, 2020 to June 30, 2021)
- Ensure that Board Members review the Agreement, and any renewals thereof, with the Agency.
- Refer all client complaints to the Agency in a timely manner and be available to assist with complaint resolution, if requested.
- Disseminate, encourage completion of and retrieve Agency surveys of clients as requested; provide assistance to clients with completing surveys, if needed.

B. NUTRITION SERVICES (TITLE IIIC-1 Nutrition Services – CFDA 93.045)

- Cooperate with the Agency on the provision of the Congregate Meal Program according to the guidelines set by the Agency.
 - Meals will be prepared by a cook employed by the Agency
 - Meals will be served on Tuesday and Thursdays
 - Menu preparation and food ordering will be done by the Agency
- Assume full responsibility for providing one or more volunteers to assist with the meal service on Tuesday & Thursday.
- Engage in outreach and promotion to encourage growth in the Congregate Meal Program.
- Identify and refer potential home delivery clients to Agency staff for required assessment and intake
- Engage the services of a Site Manager for Congregate Meal Program with responsibility for taking meal reservations, meal ordering, site preparation/cleaning up, greeting and interacting with the diners and providing them with hands on assistance as needed, food service compliance with food handling and safety standards, collecting and submitting meal donations,

volunteer recruitment and coordination, referral to Agency staff any potential home delivery clients and outreach/promotion of the meal program.

- The Site Manager must communicate regularly with Agency staff to ensure high quality service delivery and must attend mandatory Nutrition Committee meetings at the Agency. The Site Manager is required to submit the following documentation for the Provider on a timely basis:
 - Meal Tally (units of service and client information)
 - New Client Capstone Intake Form (completely filled out)
 - Other Documentation Requested by the Agency
- Site manager will collect payment for meals daily and remit those funds to the Agency monthly by no later than the fifth (5th) working day of the following month.
- Submit to the Agency monthly documentation delineating each person served (including all new intake forms, when needed); total number of units (meals) served and any required match. Such documentation shall be submitted no later than the fifth (5th) working day of each month for the month prior.

C. HEALTH PROMOTION (TITLE IIID Preventative Health – CFDA 93.043)

- Provide activities and services as agreed upon and **approved** by the Agency
- Assume full responsibility for organizing and administering the chosen activities or services and arrange for payment of related costs
- Provide qualified leaders, organizers, interpreters, etc. as needed
- Submit monthly documentation by the fifth (5th) working day of the month to the agency to include the following:
 - Description of **approved evidence-based activities or services** provided during the month, including the names of the leaders/organizers and their credentials
 - Dates of activities or services and copies of the sign-in sheets
 - Summary of total number of participants over the age of sixty (60) per activity
- Activities under this category must meet the American Community Living (ACL) definition of evidence-based programming to qualify

D. ACTIVITIES AND SERVICES (TITLE IIIB – Supportive Services CFDA 93.044)

- Develop and implement activities and services designed to:
 - Prevent or delay institutionalization
 - Increase community engagement and decrease social isolation
 - Increase opportunities to participate in healthy lifestyles
 - Promote intergenerational activities or relationships and/or
 - Enhance the health, well-being and quality of life of seniors
- Promote activities and services in the senior community through outreach, education and marketing efforts

- Assume responsibility for organizing and implementing the chosen activities or services
- Submit monthly reports by the fifth (5th) working day of the month to the Agency that include:
 - Description of the services or activities provided with dates and number of participants
 - Summary of related outreach activities
 - Surveys, comments, or other feedback on the impact, when available

SECTION 6 – RESPONSIBILITIES OF AREA VIII AGENCY ON AGING

The Agency agrees to:

A. GENERAL REQUIREMENTS:

- As authorized by law, advocate for adequate funding for aging services and for policies that support high quality, flexible and individualized service delivery.
- Offer technical assistance and guidance to the Provider to improve and grow Center programs.
- Collect and compile necessary financial and statistical information to complete federal, state and other required reports.
- Conduct periodic review of board governance, provider policies/procedures and services to ensure compliance with the Agreement, Older Americans Act and/or other relevant regulations and guidelines.
- Inform the Provider and the State Unit on Aging of any issues with non-compliance.
- Enter all required data related to this Agreement into the Capstone Data Base maintained by the MDPHHS State Unit on Aging. Data will be entered no later than the tenth (10th) day of the month.

B. NUTRITION SITE SERVICES:

- Provide outreach and publicity concerning the availability of and guidelines for receipt of nutrition services.
- Provide guidance to the Provider regarding meal program requirements and food safety standards.
- Conduct periodic site reviews to ensure program compliance, food safety compliance and quality service delivery.
- Conduct intake assessments for home-delivery clients.
- Review monthly menus the month prior to service for nutritional compliance.
- Facilitate Nutrition Committee meetings.
- Provide periodic nutrition education to congregate sites and home-delivery clients.

C. OTHER ACTIVITIES AND SERVICES: Assist with promotion and outreach efforts related to the Provider's activities and services.

- Provide assistance and guidance in developing activities or services, as requested

SECTION 7 – BILLING AND PAYMENT

The Agency agrees to:

- Remit to the Provider \$715 on a monthly basis or \$8,580/year for Title 3B Services CFDA 93.044.
- Funds are subject to the availability of funds from the Master Contract with MDPHHS and are subject to modification based on budget revisions received from them.
- Agency agrees to provide instruction to the Provider on how to account for and report revenue/expenditures related to this Agreement.
- Agency retains the right to withhold payment if required monthly reports are not submitted in a timely manner. Payments will be made once all reports have been submitted to the Agency.

The foregoing notwithstanding, Provider recognizes that the funding for this Agreement is based upon a pass through by Agency of contracted government funds and/or grants. Accordingly, in the event that anticipated funds are reduced or become unavailable at any time during the term of this Agreement, Agency, in its sole and absolute discretion and without recourse of any kind, shall be relieved from further performance of this Agreement beyond the date Federal or State funds are reduced or become unavailable.

SECTION 8 – PROVIDER PERFORMANCE REVIEW

The Agency will monitor the Provider's performance as follows:

- Review of quarterly financial and monthly programmatic reports with any follow up as necessary
- Periodic on-site visits (announced and unannounced)
 - Annual Nutrition Site Review (if applicable)

SECTION 9 – DUPLICATION OF COSTS

The Provider represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or other government source.

SECTION 10 – COPYRIGHTS

The Agency and the State Unit on Aging shall have a royalty, non-exclusive and irrevocable right to reproduce, publish or otherwise authorize others to use for Agency purposes any material developed under this Agreement.

SECTION 11 – CONFIDENTIALITY

The use or disclosure, by any party, of any information concerning a recipient in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Agency's or the Provider's responsibility with respect to services hereunder is prohibited, except with the written consent of the recipient or the court appointed guardian of a recipient.

Confidential information is defined as personal information which federal or state legal authorities or regulations protect from general public access and release. It includes, but is not limited to, social security number, driver's license, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information for Economic and Clinical Health Act (HITECH), programmatic individual eligibility, case management, payment and benefit information obtained from the IRS or other third parties that is protected and confidential.

The Agency and the Provider will protect confidential personal information using security standards and procedures meeting current best practices. Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Provider or its employees or agents, the Provider will notify the Agency and will take immediate measures to retrieve all such information and prevent further unauthorized disclosure or use.

SECTION 12 – INDEMNIFICATION

The Provider agrees to, indemnify, protect, defend and hold harmless Cascade County, the Area VIII Agency on Aging, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence, intentional act or misconduct of Provider, its agents, representatives or employees, assigns and subcontractors under this Agreement.

SECTION 13 – ASSIGNMENT, TRANSFER AND SUBCONTRACTING

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

SECTION 14 – RESOLUTION OF AGREEMENT DISPUTE

The parties agree that any dispute arising under this Agreement which is not disposed of by negotiation and agreement, shall be decided by the Director of the Area VIII Agency on Aging, or her designee, who shall commit her decision to writing and furnish a copy

to the Provider. The decision of the Director shall be final. Pending final resolution of such dispute the Provider agrees to continue performance under this Agreement unless the Agency requests the Provider to discontinue such performance.

SECTION 15 – AGREEMENT MODIFICATION

The Agency may modify the allocation of funds in this Agreement to contribute to the growth and betterment of programs. Any modification will be subject to the availability of funds and budget requirements. Level of service and costs will be reviewed and revised annually. Other changes to this Agreement can only be accomplished by written amendment signed by authorized representatives of both parties and attached to the original of this Agreement.

SECTION 16– COMPLIANCE WITH APPLICABLE POLICIES, LAWS AND REQUIREMENTS

Provider will comply with all applicable Federal, State and Cascade County regulations and Agency policies, including those pertaining to licensing, in performing this Agreement.

A. COMPLIANCE WITH FEDERAL AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Agreement, to include the applicable provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. The Provider is responsible for determining with which authorities, if any in addition to the foregoing, it must comply in the performance of the Agreement.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age;
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender;
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability;
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability;

6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.
16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;

a. First-tier Subawards.

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.

b. Total Compensation of Recipient Executives.

- i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (A) the total Federal funding authorized to date under this award is \$25,000 or more;
 - (B) in the preceding fiscal year, recipients received -
 - (1) Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
- ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:
 - (A) The Provider is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Provider must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$25,000.

(B) The Provider will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS
Attn: BFSDFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

(i) in the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission,

coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.

19. Patient Protection and Affordable Care Act – P.L. 111-148
20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. COMPLIANCE WITH STATE OF MONTANA AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Agreement, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. Provider is responsible for determining with which, if any in addition to the foregoing authorities it must comply in the performance of the Agreement.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

SECTION 17 – LIAISON

The Agency Director will act as the liaison to the Provider. The liaison will be the first contact regarding any questions and problems which arise in implementation of this Agreement.

SECTION 18 – TERMINATION

This Agreement may be canceled or terminated by either of the parties without cause; however, the parties seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation or termination.

If the Provider fails to provide services called for by this Agreement, or to provide such services within the time specified herein or any extension thereof, the Agency may, by written notice of default to the Provider, terminate the whole or any part of this Agreement upon written notice.

The Agency may, upon finding that the Provider is not in compliance with any law or regulation, or applicable licensure and certification requirement, terminate this Agreement upon written notice to the Provider.

The above remedies are in addition to any other remedies provided by law or the terms of this Agreement.

Upon agreement termination or non-renewal of this Agreement, the Provider will allow the Agency, its agents and representatives, subject to reasonable notice full access to Provider's facilities and to examine and duplicate as necessary records (subject to confidentiality requirements) for the purpose of facilitating transfer of the Agreement activities.

SECTION 19 – FORCE MAJEURE

The Provider shall not be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the Provider. Such causes may include, but are not restricted to, acts of God or the public enemy, fire, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Provider.

SECTION 20 – INDEPENDENT CONTRACTOR/AGENCY

The Provider is an independent contractor, providing services for the Agency, Cascade County, and the State of Montana. Neither the Provider, nor any of its employees are employees of the Agency or Cascade County under this Agreement.

SECTION 21 – ACCOUNTING, COST PRINCIPALS, AND AUDIT

A. ACCOUNTING STANDARDS:

The Provider must maintain a system of accounting procedures and practices sufficient for MDPHHS and the Agency to determine to their satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. AUDITS AND OTHER INVESTIGATIONS:

The Provider must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

MDPHHS, Agency and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, and program assessments to ensure the appropriate administration and performance of this Agreement, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Agreement. The Provider will provide MDPHHS, the Agency and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Provider's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken and access shall be

afforded under this section from the time the parties enter this Agreement until the expiration of 8 years from the completion date of this Agreement.

C. CORRECTIVE ACTION:

If directed by MDPHHS or Agency, the Provider must take immediate corrective action to resolve program management, assessment and/or audit findings. The Provider must immediately prepare a corrective action plan detailing actions the Provider proposes to undertake to resolve the audit findings. MDPHHS or Agency may direct the Provider to modify the corrective action plan.

D. REIMBURSEMENT FOR SUMS OWING:

The Provider must reimburse or compensate MDPHHS or the Agency in any other manner as MDPHHS may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to MDPHHS.

SECTION 22 – RECORD RETENTION

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

SECTION 23 – MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire agreement between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment.

Cascade Senior Center

BY: _____ DATE: _____
Board Chair

Area VIII Agency on Aging

BY: _____ DATE: _____
Kimberliegh L Thiel-Schaaf, Director

August 11, 2020

Contract 20-122

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Karpel Solutions Contract for Licenses for its
Prosecutor Software Program for the Cascade
County Attorney's Office

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 20-122

BACKGROUND:

The Cascade County Attorney's Office has for several years used a prosecutorial software program, Justware. We were recently notified that Justware will no longer be supporting the Justware software program which has compelled the County Attorney's Office to seek an alternative prosecutorial software program. In conducting its research for a new software program, the County Attorney's Office consulted with other counties who are using the program and are pleased with its performance and features. We have also explored the program's functions and features with the county's IT department.

This Contract includes the master terms and conditions wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® to the Cascade County Attorney's Office.

RECOMMENDATION: Approval of Contract 20-122

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-122 a contract with Karpel Solutions for the Cascade County Attorney's Office.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-122 a contract with Karpel Solutions for the Cascade County Attorney's Office.

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**CASCADE COUNTY ATTORNEY'S OFFICE
CASCADE COUNTY, MT**

CONTRACT FOR



PROSECUTORbyKarpel®



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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Cascade County, a political subdivision of the State of Montana (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as "PbK").

1. SCOPE OF WORK

The following Scope of Work represents the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

Deadline	Tasks and deliverables	Days out
	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction. The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.	120
	Workstation assessment completed and any necessary hardware or software ordered to meet PbK installation prerequisites.	100
	Online pre-implementation meeting with project manager and system administrators. PbK Overview with the first data conversion complete. Project Team is selected including Karpel Staff and Customer System Administrators. (One customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions and interface definitions. PbK pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.	90
	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments and finalize pre-implementation meeting timeline agreement.	80
	First Data Conversion Webinar is reviewed on Karpel servers along with the PbK pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Applicable interfaces are reviewed and analyzed to define testing procedures.	60
	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	45

	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	45
	Online document template conversion review - customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.	40
	The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PbK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.	35
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.	35
	Online Pre-Live Administrator Training and Mock Go-live - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. The preliminary data conversion on the Agency's pre-production site will be used for this training including completed document templates and workflow configuration. Agency will re-validate the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will continue. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin final testing of all application interfaces if applicable. At this point data conversion will be repeated as deemed necessary by our data conversion experts to correct data conversion anomalies reported in the data validation spreadsheets.	30
	Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.	21
	Complete installation and testing of all workstations by Karpel or local IT support.	14
	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.	7
	Karpel trainers arrive at the Training Room. Final configuration of PbK is reviewed with all system administrators present. User training begins with first two groups of users on preliminary data conversion.	5
	Final Legacy Data received by Karpel.	3
April 12, 2021	Final Data Conversion is loaded. User training continues with remaining office staff (group training). Customer begins using PbK in a live state.	<u>Go Live</u>

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions.

Document conversion consists of Karpel Solutions converting existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK on a best effort basis. Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and Corel WordPerfect®

Karpel Solutions will provide hosting of PbK subject to the terms and conditions set forth in the HOSTEDbyKarpel Agreement.

2. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to start of such work. No additional charges will be incurred without prior written approval from client.

3. GENERAL CLIENT RESPONSIBILITIES

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to client facilities, computers, servers, network infrastructure and software as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. Unlimited access to all PbK production servers, 24 hours a day, 7 days a week for overnight and weekend data conversions
 - b. PbK application access using Karpel Solutions laptops and clients network for training and application testing
 - c. Installation of the Karpel Solutions remote support tool on all desktops executing the PbK application.
3. Access to client data along existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into PbK.
4. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.

Failure of Client to provide the above access and assistance will render the Karpel Solutions support agreement null and void.

3.1 CLIENT VALIDATION

Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live Karpel will determine if a fix is possible and an additional fee for this work may be presented for this work.



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4. INVESTMENT SUMMARY

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below,

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	27	\$2,250	\$60,750
Total Software			\$60,750
Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	27	\$50	\$1,350
Total Installation Services			\$2,350
Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, online)	12	\$150	\$1,800
Data Conversion: JustWare	1	\$0	\$0
Mock Go-Live and System Administrator Training (30 days prior to go-live, online, hours)	8	\$150	\$1,200
Document Template Setup, Training and Conversion	1	\$2,500	\$2,500
Total Professional Services			\$5,500
Onsite Training Services	Qty.	Price	Total
On Site Training (days)	5	\$2,400 2 trainers	\$12,000
Total Onsite Training Services			\$12,000
Customization Services	Qty.	Price	Total
Total Customization Services			\$0
Total One-Time Costs			\$80,600
Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	27	\$450	\$12,150
Unlimited eDiscovery	1	\$3,375	\$3,375
Hosted Services (per user/year)	27	\$100	\$2,700
Total Annual Support Services			\$18,225

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Estimated Travel Expenses

\$4,000

Total First Year Cost

\$102,825

Optional Items	Price
Interface: Law Enforcement RMS (per agency)	\$10,000
Interface: Court	\$10,000
<i>Interface Annual Support (per interface)</i>	\$2,000
External Agency Portal (Limited Case Data View, Digital File Attachment, eSubpoena, eReferral)	\$20,000
<i>External Agency Portal Annual Support</i>	\$4,000
Document Template Conversion After 100 Documents (per document)	\$25
Additional Storage After Included 2TB (per terabyte, per year)	\$1,000

Interfaces must conform to the appropriate PROSECUTORbyKarpel Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD, will require Karpel development review before approval and will incur additional development and maintenance costs.

The stated costs for interfaces include Karpel's development and testing time. There may be an additional cost from the other vendor(s), which is not included within this contract. This fee does not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate PbK. Said expenses are the Client's sole responsibility.

On-premises installations will incur an implementation fee of \$25,000. Additionally, there will be a \$5,000 annual maintenance fee for on-going connection maintenance/support of the application and database. Hosted installations will have these fees waived as Karpel will be in control of all the infrastructure and monitoring.

If a scheduled go-live date is changed within 60 days of the set date a 10% (of first year cost) penalty may be issued to cover the costs of booked travel, accommodations and time that may be removed from other current client start dates.

Pricing for Optional Services will remain valid up to 90 days from date of contracting signing. Upon the request to begin an Optional Service, an official notice to begin the service must be received.

Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.

Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To activate this service the MOU at Appendix A must be signed separately from the main contract.

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Server installation includes application SQL database and configuration of SQL Server for PbK® and shall be performed by Karpel Solutions due to the complexity of the configuration.

Travel expenses include airfare, lodging, ground transportation and M&IE.

As with any project, all prices are subject to change as new information arises or as workload increases. Karpel Solutions will seek approval from Client if more work will be necessary to make the changes along the way, as described above.

4.1 Payment Terms

Payment schedule to be 50% of Software User Licenses due upon signed contract agreement and the remaining cost due upon completion of implementation and training.

5. ANNUAL SUPPORT

5.1.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in Section 5 above. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract. If the option for renewal is exercised, Karpel has the right to increase current pricing.

5.1.2 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

5.1.3 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

5.1.4 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed support will be delayed and the service level agreement (severity levels) are no longer in place.

5.1.5 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:*

**If the remote support tool is not installed or available all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

6. LICENSE TERMS AND USE

This software, PbK is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (40 hours per week), nor more than two (2) part-time employees or users, working no more than 40 hours per week together. The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.
4. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

6. Public Agency Participation: Other public agencies within the State of Montana may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality and other political subdivision of Montana located in the State of Montana. Cascade County is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Cascade County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency in the State of Montana must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Master Terms and Conditions set forth below to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Karpel Solutions reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary; Karpel Solutions will draft and present a "Change Order" to Client for its review and approval. This offer is entire agreement between the parties, and no oral agreements or other written documents, exclusive of the attached exhibits are part of the agreement. Any modifications of this agreement must be in writing, and prior to acceptance of this offer, Karpel Solutions reserves the right to make modifications to this offer. The signatories warrant they have the authority to bind their respective party.



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Cascade County

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____



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Mailing Contact:

Mailing Address:

Billing Contact:

Billing Address:

Agency Project Manager Contact:

Phone Number: _____

Email Address: _____

Project IT Contact:

Phone Number: _____

Email Address: _____

Initials _____



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7. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. **ACCEPTANCE TERM.** The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. **PAYMENT TERMS.** A statement for services rendered will be submitted by Karpel Solutions at the completion of the service. The invoice is payable upon receipt. Terms are Net thirty (30) days. Interest shall be applied at the rate of one and one half percent (1.5%) per month on any amounts not received by Karpel Solutions within the due date. Karpel Solutions reserves the right to discontinue performing services for client in the event of nonpayment of services by client, and client agrees to reimburse Karpel Solutions for reasonable collection expenses on delinquent accounts, including attorney's fees and costs.
3. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time
4. **MODIFICATION AND WAIVER.** Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
5. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
6. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.



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7. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.
8. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and licenses of PbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.
9. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
10. **MATERIALS.** Client will pay Karpel Solutions for materials purchased for the client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse Karpel Solutions for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.
11. **TERMINATION.** Client may terminate the Annual Support portion of this Agreement thirty (30) business days after it has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, the Annual Support portion of this Agreement and of the Client's intent to terminate the Annual Support portion of this Agreement. Such written notice is to be sent Certified US Mail to Karpel Solutions at 9717 Landmark Parkway Dr., Suite 200, St. Louis, MO 63127. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate the Annual



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Support portion of this Agreement. Karpel Solutions may terminate the Annual Support portion of this Agreement on thirty (30) days written notice.

12. COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a subsequent violation of Karpel Solutions' copyright, and Client assumes responsibility for the acts and omissions of its agents acting in the course of their duties or otherwise with respect to the protection of Karpel Solutions' copyright.

LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION

1. LIMITED WARRANTY. Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. No representations or warranties as to the use, functionality or operation of PbK are made by Karpel Solutions other than as expressly stated in this Agreement.
2. INTERNET AND NETWORK. Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. PASSWORD PROTECTION. Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the PbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for any unauthorized access to PbK and data or information contained therein, including without limitation access caused by failure to protect the login and password information of users.
4. SYSTEM REQUIREMENTS. Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
5. THIRD PARTY SOFTWARE. Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.



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6. **LIMITED ENGAGEMENT.** Due to the limited nature of Karpel Solutions' engagement by client, Karpel Solutions makes no express or implied warranties as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at client's facilities or as may be added by the client.
7. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF PBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF PBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.

KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

CONFIDENTIALITY

1. **CONFIDENTIALITY.** Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the PbK may be confidential personally identifiable information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Karpel Solutions shall have no liability for disclosure of personally identifiable information caused by Client's own negligence or misconduct.
3. **DISCLOSURE REQUIRED BY LAW.** In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice



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of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.

4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.
5. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions does not violate the provisions of the foregoing section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

1. **ELECTRONIC DOCUMENTS.** To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. **SEVERABILITY.** If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.
3. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement between client and Karpel Solutions with respect to the subject matter hereof. It may not be modified or assigned except by written agreement of Client and Karpel Solutions.
4. **NOTICES.** Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized



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overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
9717 Landmark Parkway Dr., Suite 200
St. Louis, MO 62127
(314) 892-6300
mziemianski@karpel.com

5. **GOVERNING LAW.** The parties agree that Missouri law applies to all matters of interpretation of this agreement. The parties further agree that the prevailing party shall be entitled to a judgment for its reasonable attorneys' fees and costs.

Appendix A

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CASCADE COUNTY AND KARPEL SOLUTIONS FOR PARTICIPATION IN STATEWIDE DATA SHARING

Parties:

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.
2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.



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Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include but is not limited to date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.



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The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.
2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

3. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice



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Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.

2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.
3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.
4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable. Information is not alterable or changeable on in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.
6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent as authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.



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Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.
2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.
4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing Internet connectivity to use Statewide Search.
6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.
7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets



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Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.
9. All Contributing Parties and Karpel Solutions agree that any information that is accessed through Statewide Search may only be disseminated only in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective when authorized representatives of each Contributing Party signs it.
2. This MOU shall remain in force for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.
3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU provided that such does not conflict with this MOU.
4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if not in compliance with the terms of this MOU.



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5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

Cascade County

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

Bogus, Charles Robert Jr. Gang Member, Violent Criminal, Sex Offender, Strike 3

Joe Helfbrand | Logout

☐ Entity Bogus, Charles Robert Jr. Name 09-18-1968 DOB 50 Age Place of Birth 919-99-9999 SSN

☐ Int. 999 Losing His Way Address 1 White Male 6'02 Height 195 Weight 81818 Local ID

Brady List Address 2 Black Brown Eye (555)555-5555 53245243 State ID

Unavailable Saint Louis City MO 63101 Zip State-License# CA 19191818238 Lock/Class/Exp 665544333 Federal ID

Police Walmart Employer WRD-Ward of the Court 07-15-2015 Defendant Status

☐ Deceased Person Type Contact Info Address Hist

CLEAR User Fields Alias Notes

Marks/Tattoos Relations Gangs Schools Criminal Hist

Add Case

Defendant	Witness	CoDefendant	Documents	Subscriptions	Finance	Civil
Jurisdiction	Offense	Report #	File #	Court#	Charge	Severity
Merced	03-01-2012	MSO 2014-05555	047-450671	CR-0032445	PC 269 - First Degree Burglary, Person Presen...	F
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	PC 459 - First Degree Burglary, Person Presen...	F
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654654	PC 864/PC 220(a)(2) - Assault With Intent To C...	F
Merced	09-27-2011	MSO 11-9199999	047-428330	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F
						Status
						PROBATION
						INVEST
						OPEN
						JURYTR
						CLOSED
						FILED
						DISP

Exit Payments Victim S

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charity C	P.O. Box 666	North Haverhill, NH		Fem	1959
Carroll Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem	1991
Rockingham Bogus, Charles James	1313 Main St	Portsmouth, NH	White	Male	1968
Bellnap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

hot Delete Update

Jurisdiction	Offense	Report#	File #	Court#	Charge	Status	Stage
Rockingham	09-13-2016 NH-FISH PD-55432		015-066192	CR-12345	Prohibd Device, Fish & Game	CLOSED	Disposed

Case Information - Bogus, Charles James

File # 015 066192

Report # PD-55432 Status CLOSED Stage Disposed

L.E. Agency NH-Fish and Game Jurisdiction Rockingham

Assigned Karpel Solutions [pkhryncaaccount@rcsao.net](#) Defense Attorney Lynn Aaby [laaaby@comcast.net](#)

Charges Co-Defend Court Dates

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohibd Device, Fish & Game	V		Guilty-Plea	Home Confinement For Not More Than
2	AFSA - Victim<13	F	A	Dismissed-Bench	
3	AFSA - Victim<13	F	A	Dismissed-Bench	
4	AFSA - Victim<13	F	A	Dismissed-Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed-Bench	

Exit

August 11, 2020

Contract 20-123

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Karpel Solutions Hosted Agreement for
Prosecutor for the Cascade County Attorney's
Office

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 20-123

BACKGROUND:

In conjunction with Contract 20-122, the Karpel Solutions Hosted Agreement provides for Karpel Solutions to provide internet based software hosting of its copyrighted software program known as PROSECUTORbyKarpel® pursuant to licenses issued to the Cascade County Attorney's Office.

FINANCIAL IMPACTS: The cost to Cascade County under the Hosted Agreement is \$100 per year for each user that has access to the software through the Service and Website. The County Attorney's Office plans to assign twenty-seven (27) users to the program. There will also be a one time \$1000 fee to migrate data to Karpel.

RECOMMENDATION: Approval of Contract 20-123

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-123 the Karpel Solutions Hosted Agreement with the Cascade County Attorney's Office.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-123 the Karpel Solutions Hosted Agreement with the Cascade County Attorney's Office.



CONTRACT

20-123

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**CASCADE COUNTY ATTORNEY'S OFFICE
CASCADE COUNTY, MT**

**HOSTEDbyKarpel
AGREEMENT FOR**



HOSTEDbyKarpel®

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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Cascade County, a political subdivision of the State of Montana (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into the contract below wherein Karpel Solutions agrees to provide internet based software hosting through HOSTEDbyKarpel of the copyrighted software program known as PROSECUTORbyKarpel® that has been licensed to Client.

1. DEFINITIONS

- a. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can document: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
- b. "Client Content" means all data, information, documents, and file Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
- c. "Enhancements" means any specific configurations or customizations to the Software, which Client may request and Karpel Solutions agrees in writing to provide.
- d. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
- e. "Intellectual Property" means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights.
- f. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
- g. "Personally Identifiable Information" means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK or DbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
- h. "PbK" means the PROSECUTORbyKarpel criminal case management system and specifically the Client's licensed copy of PROSECUTORbyKarpel

- i. "DbK" means the DEFENDERbyKarpel public defender case management system and specifically the Client's licensed copy of DEFENDERbyKarpel.
- j. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
- k. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
- l. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
- m. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service

2. FEES AND TERMS

- a. FEES. Client will pay Karpel Solutions \$100 per year for each user that has access to the Software through the Service and Website. A total of twenty-seven (27) users of Client are authorized access to the Service under this Agreement and the aggregate document / file storage space for all users included with the hosted fee is two terabytes (2TB) of storage. Additional users can be added at any time by Client at a rate of \$100 per year. If storage exceeds 2TB, any additional storage above 2TB will be billed at a flat rate of \$1,000 per 1TB, per year with no additional notice provided to the Client. Client will be billed on an annual basis.

In the event Client or Karpel terminates this agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions for work in connection with the return of Client Content and Confidential Information.

Client will pay Karpel Solutions a flat one-time fee of \$1,000.00 for the migration of their PbK licensed copy to the Service accessible through the Website

- b. TERM. The term of this Agreement shall be for (1) year and will begin upon Karpel Solutions' receipt of Client's full payment of the applicable fees for a year. Such term shall be perpetual and automatically renew for subsequent terms of equal length, unless either Karpel Solutions or Client gives notice to the other party thirty (30) days prior to the expiration of the then-current term of intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing of subsequent annual terms may be subject to change at the sole discretion of Karpel Solutions.

- c. **INTEREST AND LATE FEES.** Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

3. SERVICE LEVEL COMMITMENT

- a. **UPTIME.** Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.
- b. **SCHEDULED MAINTENANCE.** Karpel Solutions periodically performs scheduled maintenance including but not limited to outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.
- c. **DATA RETENTION AND BACKUPS.** As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.
- d. **AUDITS AND SECURITY.** Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a secure manner subject to the Customer Obligations outlined below. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.
- e. **DATA TRANSMISSION.** Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally-recognized domain registrar and certificate authority.
- f. **DATA LOCATION.** Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

4. CUSTOMER OBLIGATIONS

- a. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and

must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access the Service and Website. Karpel Solutions is not liable for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

- b. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, re-publish or use for timesharing, service bureau or hosting purposes any or all of the Software or Documentation; or (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
- c. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software without notice and at any time that Karpel Solutions suspects or has reason to suspect a security, data breach or if suspension is necessary to protect its rights, Client's rights or the rights of a third party. Karpel Solutions will immediately contact Client upon suspension of the Service and Website.

5. CONFIDENTIALITY

CONFIDENTIALITY. Confidential Information may not be, directly or indirectly, copied, reproduced, or distributed by either party to the Agreement receiving the Confidential Information except to the extent necessary for the receiving party to perform under the terms of this Agreement and only for the sole benefit of the party disclosing the Confidential Information. The party to the Agreement receiving Confidential Information may not, directly or indirectly, sell, license, lease, assign, transfer or disclose the Confidential Information of the disclosing party, except as allowed under the terms of this Agreement or upon written consent of the disclosing party.

- a. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software may be confidential Personally Identifiable Information. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information. Karpel Solutions shall have no liability for disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.
- b. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.

- c. INJUNCTIVE RELIEF. Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. KARPEL SOLUTIONS OWNERSHIP. Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service and related Intellectual Property. Any suggestions, solutions, improvements, corrections or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge.
- b. CLIENT OWNERSHIP. Client retains all rights, title and interest in and to the Client Content, and all related Intellectual Property. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully-paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

7. WARRANTY

- a. LIMITED WARRANTY. Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined above. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement.
- b. INTERNET. Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
- c. SYSTEM REQUIREMENTS. Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of the Services or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
- d. WARRANTY LIMITATION. The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of

the Software or Documentation by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software or Documentation in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software or Documentation, (iv) misuse of the Software or Documentation by, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

- e. **DISCLAIMER.** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.
- f. **EXCLUSIVE REMEDIES.** If the Website, or Services provided under this Agreement does not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions sole obligation shall be to correct or modify the Website or Services, at no additional charge. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming or Services, even if such remedy fails of its essential purpose. You may also terminate this Agreement as set forth in the termination provision of this Agreement.

8. LIMITATION OF LIABILITY

KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. UNLESS OTHERWISE SPECIFICALLY STATED, ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND ALL REMEDIES PROVIDED BY LAW, WILL BE DEEMED CUMULATIVE AND NOT EXCLUSIVE. REGARDLESS OF THE FORM OF ANY CLAIM CLIENT MAY HAVE ARISING UNDER OR RELATING TO THIS AGREEMENT, KARPEL SOLUTIONS LIABILITY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

9. INDEMNIFICATION

- a. **CLIENT'S INDEMNIFICATION.** Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including

reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, based on allegations arising as a result of use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content that infringes any third party Intellectual Property, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that violates the privacy rights or the rights to Personally Identifiable Information of a third party.

- b. **KARPEL SOLUTIONS' INDEMNIFICATION.** Karpel Solutions will at its own expense (including payment of attorneys' fees) defend Client in the event that any suit is brought against Client based on a claim that the Software directly infringes any valid U.S. Intellectual Property right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or settlement of such claims. Karpel Solutions will not be liable for any cost or expense of defense Client incurs in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent.

Notwithstanding the foregoing, Karpel Solutions has no obligations under this Section in the event any infringement claim is solely or in part based upon or arising out of any modification or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or outside the scope of this Agreement, or (vi) the use of the Software in a manner for which it was neither designed nor contemplated.

- Karpel Solutions' aggregate liability and obligation under this Section will be will not exceed the fees Client has paid to Karpel Solutions under this Agreement in the previous twelve (12) months. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation, with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property or other right by the license and/or use of the Software.

- c. **NOTIFICATION.** The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party provided the settlement or disposal materially adversely impacts the indemnified party.

10. TERMINATION

- a. **TERMINATION.** Client may terminate this Agreement thirty (30) business days after it is has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, this Agreement and of the Client's intent to terminate the Agreement. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days written notice. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date; or (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.
- b. **RIGHTS AFTER EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease to make use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client a mutual agreeable manner for the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement. Termination is not an exclusive remedy.

11. GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time.
- b. **MODIFICATION AND WAIVER; SEVERABILITY.** Any modifications of this Agreement must be in writing and signed by both parties. A waiver by either party of a term or condition will not be deemed a waiver of any other or subsequent term or condition. Should any court of competent jurisdiction determine that any term or provision of this Agreement is unenforceable, or otherwise invalid, the offending term or provision will be modified to the minimum extent necessary to render it enforceable. If such modification is not possible, the term or provision will be severed from this Agreement with the remaining terms to be enforced to the fullest extent possible under the law.
- c. **FORCE MAJEURE.** Except for a party's payment obligations hereunder, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or

attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

- d. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.
- e. **NOTICES.** Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

- f. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement, which cannot be settled amicably between the parties must be brought exclusively in the appropriate court located in Missouri, and Client expressly waives any and all objections regarding jurisdiction and forum non conveniens. If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

12. ENTIRE AGREEMENT

By signing below, Client hereby agrees to the above Agreement. This document constitutes the entire agreement between Client and Karpel Solutions with respect to the subject matter discussed above. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Karpel Solutions. This Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. This Agreement will inure to the benefit of Karpel Solutions successors, assigns and licensees.

Cascade County

Signature

Printed Name

Title

Date

Karpel Solutions

Signature

Printed Name

Title

Date

Initials _____

August 11, 2020

Contract 20-124

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Open Payment Report

INITIATED BY: Cascade County Clerk & Recorder

ACTION REQUESTED: Void Unclaimed Checks Dated 07/01/2018-06/30/2019

PRESENTED BY: Rina Fontana Moore, Cascade County Clerk & Recorder

SYNOPSIS:

Per Section 7-6-2607 of the Montana Code Annotated, the County is required to cancel all warrants that have not been redeemed for one (1) year. This would also include any outstanding payroll checks.

Attached is a list checks, along with the report that has been printed from Cascade County's accounting system.

RECOMMENDATION:

The Cascade County Clerk & Recorder, per section 7-6-2607 of the Montana Code Annotated would recommend that the Cascade County Commission approves voiding the attached list of warrants.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 20-124: voiding the outstanding warrants per Montana Code Annotated."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 20-124: voiding the outstanding warrants per Montana Code Annotated."

Payment Register

From Payment Date: 7/1/2018 - To Payment Date: 6/30/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP 3517 - ACCOUNTS PAYABLE									
Check									
287650	07/26/2018	Open			Accounts Payable	JASUMBACK, MICHAEL, A	\$12.00		
287730	07/31/2018	Open			Accounts Payable	AMELINE, MARTHA	\$14.20		
288691	08/23/2018	Open			Accounts Payable	PROCESS SERVERS INC	\$329.32		
291472	12/10/2018	Open			Accounts Payable	NAGEL, MERIAM	\$0.66		
291747	12/20/2018	Open			Accounts Payable	NORRUP, CALEB	\$2.00		
291749	12/20/2018	Open			Accounts Payable	WESTWOLF, JOHNNELL, LYNN	\$3.00		
291771	12/21/2018	Open			Accounts Payable	WHITT, MICHAEL JOHN	\$64.74		
293082	02/15/2019	Open			Accounts Payable	DUNBAR, JEZARAY	\$12.00		
293261	02/25/2019	Open			Accounts Payable	MCELHENNEY, THEODORE T JR	\$12.00		
293418	03/05/2019	Open			Accounts Payable	AGAMENONI & FRANK, LTD	\$234.20		
294506	04/17/2019	Open			Accounts Payable	BRUGMAN, TRAVIS, J	\$12.00		
295649	06/04/2019	Open			Accounts Payable	SCHDEL, CHARLES	\$18.96		
295656	06/04/2019	Open			Accounts Payable	MCGREGOR, KENDRA	\$12.00		
295659	06/04/2019	Open			Accounts Payable	LEE, KENDRA MICHELLE	\$14.90		
295694	06/04/2019	Open			Accounts Payable	PEHL, GARI M	\$12.00		
295983	06/14/2019	Open			Accounts Payable	COURT, QUINCY	\$27.90		
Type Check Totals:							\$781.88		
AP 3517 - ACCOUNTS PAYABLE Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$781.88	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	16	\$781.88	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$781.88	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	16	\$781.88	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$781.88	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	16	\$781.88	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$781.88	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	16	\$781.88	\$0.00

August 11, 2020

Contract 20-125

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Town of Cascade Water Main Easement

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #

PRESENTED BY: Les Payne, Public Works Director

Background:

The town of Cascade, of 9 North Front Street, Cascade, MT 59421 are making improvements to their water system, they would like to tie into the existing water main, on Water Street, and then trench West to Russell Drive, and then trench North to Central Ave, to complete the loop. In order to do this, the town of Cascade would need a permanent 10' easement, 5' on either side of centerline to run a 6" water main line with a minimum 6.5' deep, through the existing County's property owned address at 23 Water Street, Cascade, MT 59421. This location, is the current site of the Cascade County Road shop. The legal description of this lot, is as follows, Cascade OTS 1st ADD, S35, T18 N, R01 W, Block 017, Lot 007, LTS 7-10.

RECOMMENDATION:

After reviewing all the documentation, staff recommends that the Board of County Commissioners allow the town of Cascade to have a permanent 10' easement for a water main, located at 23 Water Street, Cascade, MT 59421, for the sum of one dollar (\$1.00).

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chairman, I move the Cascade County Commission **APPROVE** Contract 20-125, for the town of Cascade, to receive a permanent 10' easement at 23 water Street, Cascade, MT 59421, for the sum of one dollar (\$1.00)"

MOTION TO DISAPPROVE:

"Mr. Chairman, I move the Cascade County Commission **DISAPPROVE** Contract 20-125, for the town of Cascade, to receive a permanent 10' easement at 23 water Street, Cascade, MT 59421, for the sum of one dollar (\$1.00)"

After recording please return to:
Town of Cascade
9 North Front Street,
Cascade, MT 59421

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

CASCADE COUNTY ("GRANTOR"), does hereby, in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations, grant to TOWN OF CASCADE, of 9 North Front Street, Cascade, MT 59421 ("GRANTEE"):

GRANTOR is desirous of granting and giving an easement to the GRANTEE, its successors, permittees, licensees and assigns, and its agents and employees, a right-of-way for construction, installation, operation and maintenance of underground utilities including water pipelines and appurtenances more fully described as follows:

This water easement shall be a construction and permanent maintenance and utilities easement. Said construction and permanent easement shall be five (5) feet on each side of the centerline of the pipeline as shown on the map attached hereto as Figure 1.

This easement shall exist over and across real property owned by GRANTOR located in Cascade, Montana, which shall hereafter be burdened by this easement. The burdened real property is further described as follows:

CASCADE OTS 1ST ADD, S35, T18N, R01W, BLOCK 017, LOT 007, LTS 7-10

This grant includes the right of the GRANTEE to enter at all times upon this real property by using existing roads, trails or other routes on this real property causing the least damage and inconvenience to GRANTOR in order to survey and establish the route and location of the easement and sewer line and to:

1. Construct, operate, patrol, repair, substitute, remove, enlarge, replace and maintain the utilities, pipeline, services, connections, accessories and appurtenances.

GRANTEE agrees as follows:

1. In connection with the construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing and maintaining of the water pipeline, it will repair or replace, at its sole expense, any existing fences, roads, ditches, and appurtenances of the property that may be disturbed by its construction of a water pipeline and maintenance of such pipeline.

2. During operations involving excavation, it will remove from the site any large rocks or surplus excavated material or any debris that may have been exposed by the excavation. GRANTEE will leave the finished surface in substantially the same condition as existed prior to construction.

GRANTOR agrees as follows:

1. At no time will it build, construct, erect, or maintain any permanent structure within the boundaries of the easement without the prior written consent of GRANTEE.

2. The GRANTOR warrants that they are lawfully seized and possessed of the real property herein described, that they have a lawful right to convey the property and any interests therein, and that they will forever defend the title to this property against the claim of all persons.

3. The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without interruption by GRANTOR.

The GRANTOR reserves the right to use the real property for any purposes that will not interfere with the GRANTEE'S full enjoyment of rights granted by this instrument.

If the lands herein granted as an easement cease to be used for the purposes described herein, the easement will terminate upon notice being given to the GRANTEE stating GRANTOR'S assertion of abandonment of easement.

This instrument shall be binding upon the parties hereto and all successors in interest and assigns of the parties.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this _____ day of _____, 2020.

GRANTOR By: Cascade County

Attest By: _____

STATE OF Montana)
 : ss
County of Cascade)

This instrument was acknowledged before me on _____ by GRANTOR.

Notary Public for the State of Montana

(NOTARIAL SEAL)

GRANTEE By: Murry S. Moore

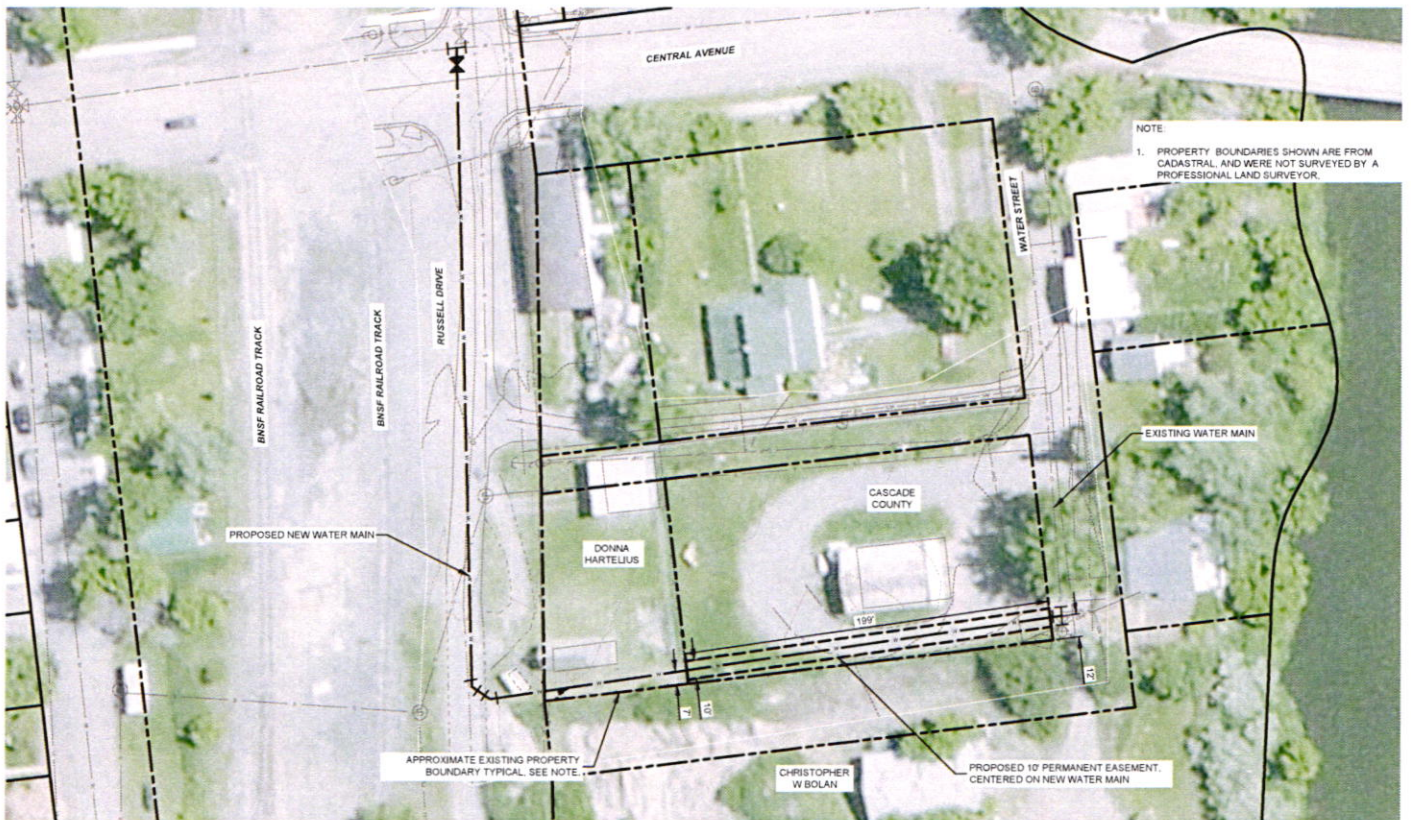
STATE OF MONTANA)
 : ss
County of Cascade)

 This instrument was acknowledged before me on _____, by
GRANTEE.

Notary Public for the State of Montana

(NOTARIAL SEAL)

P:\1-1738-Cascade Water-2005\2005-1-1738-Cascade Water-2005\2005-1-1738-Cascade Water-2005.dwg



**CASCADE COUNTY
EASEMENT EXHIBIT**
TOWN OF CASCADE
WATER SYSTEM IMPROVEMENTS

August 11, 2020

Contract 20-126

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: State of Montana, Office of Court Administration and the 8th
Judicial District Youth Court
Transportation Services

ACTION REQUESTED: Approval of Contract 20-126

PRESENTED BY: Shanna Bulik-Chism, Administrator
Juvenile Detention Center

SYNOPSIS:

The Cascade County Juvenile Detention Center provides transportation services for youth going to or returning from placements. The Youth Court reimburses the Center for those transportation services as outlined in statute. The contract shall take effect July 1, 2020 and terminate on June 30, 2021. The reimbursement rates are as follows:

- For transport by car the cost will be staff time at a rate not to exceed \$22.32 per hour, and mileage at the state rate.
- For transport by plane the cost will be staff time at a rate not to exceed \$22.32 per hour and plane ticket.
- Incidental costs include meals and lodging of transporting staff. Meals will be paid at the state allowed rate

Total payment under this agreement may not exceed \$15,000.00.

RECOMMENDATION:

Staff recommends that the Commission approve Contract 20-126, Transportation Services

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chairman, I move that the Commissioners **APPROVE** Contract 20-126, Transportation Services between the Cascade County Juvenile Detention Center and the Office of Court Administration and the Youth Court.

MOTION TO DISAPPROVE Mr. Chairman, I move that the Commissioners **DISAPPROVE** Contract 20-126, Transportation Services between the Cascade County Juvenile Detention Center and the Office of Court Administration and the Youth Court.

**Transportation
In the 8th Judicial District
Contract #PIF19-20**

THIS CONTRACT is entered into by and between the State of Montana, **8th Judicial District Youth Court** whose address and phone number are Youth Court Services, 415 Second Avenue North Room 108, Great Falls, MT 59401 and (406) 454-6880 and the **Office of the Court Administrator** whose mailing address and phone number are PO Box 203002, Helena, MT 59620-3002 and (406) 444-1403 (collectively referred to as "State"), and **Cascade County Regional Youth Services** (hereinafter referred to as the "Contractor"), whose address and phone number are 1600 26th Street South, Great Falls, Montana 59405 and (406) 454-6930. The purpose of this contract is to provide FY 2019 Preventive Incentive Funds (PIF) to the 8th Judicial District Youth Court for Transportation Services.

THE PARTIES AGREE AS FOLLOWS:

1. EFFECTIVE DATE AND DURATION

This contract shall take effect on **July 1, 2020** and terminate on **June 30, 2021** unless terminated earlier in accordance with the terms of this contract (Section 18-4-313, MCA). In no event is this contract binding on the State unless the State's authorized representative has signed it.

2. SERVICES AND/OR SUPPLIES

The Contractor will provide transportation services, when youth need supervised transportation by car, plane or other transport service.

3. WARRANTY OF SERVICES

3.1 Performance Warranties. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

3.2 Warranties Regarding Organization, Authority, No Conflict, and Enforceability. Contractor is a business entity duly organized, validly existing and in good standing under the laws of the State of Montana and has the power and authority to enter into the contract and the transactions contemplated therein. The consummation of the transactions contemplated in the contract shall not conflict with or result in a breach of any of the terms, provisions or conditions of Contractor's charter documents, any applicable laws or any order, writ, injunction, judgment or decree of any court, regulatory or governmental authority or any agreement or instrument to which Contractor is a party or by which Contractor is bound. The contract has been duly authorized, executed and delivered by Contractor and is valid, enforceable and binding upon Contractor in accordance with its terms. Contractor is not subject to any pending or threatened litigation or governmental action that could interfere with performance of its obligations hereunder.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the following schedule:

- For transport by car the cost will be staff time at a rate not to exceed \$20.98 per hour, and mileage at the allowable state rate.
- For transport by plane the cost will be staff time at a rate not to exceed \$20.98 per hour and the plane ticket.
- Incidental costs include meals and lodging of transporting staff. Original receipts will be attached to reimbursement request. Meals will be paid at the allowable state rate.

Please see note next page.

Total payment under this agreement may not exceed \$15,000.00. The Contractor shall submit a monthly invoice to the 8th Judicial District Youth Court for approval indicating number of youth served, number of hours of service, cost per hour, and total cost.

4.2 Withholding of Payment. In addition to its other remedies under this contract, at law, or in equity, the State may withhold payments to Contractor if Contractor has breached this contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

4.3 Payment Terms. Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance (Section 18-1-118, MCA). The State may terminate this contract under Section 13, without incurring liability, for the Contractor's refusal to allow access as required by this section (18-1-118, MCA.).

5.2 Retention Period. The Contractor agrees to create and retain records supporting the services for a period of eight years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent, in the State's sole discretion (18-4-141, MCA.). Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

7. HOLD HARMLESS/INDEMNIFICATION

Contractor 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 Contractor'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 Contractor and/or its agents, employees, representatives, assigns, or subcontractors, except the sole negligence of the State, under this agreement.

8. REQUIRED INSURANCE

8.1 General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees,

Note:

* Please note that under section 4.1 Consideration/Payment, negotiations for the hourly transport rate are in the process but have yet to be set. The Union is asking for a rate of \$22.32 per hour.

representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per occurrence and \$1,500,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

8.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

8.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State.

10. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the

purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

11. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

12. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

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

13. CONTRACT TERMINATION

13.1 State's Termination for Cause with Notice to Cure Requirement. The State may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated failure. The written notice must 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.

13.2 Contractor's Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

13.3 Reduction of Funding. The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period (18-4-313(4), MCA.). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is

Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

14. EVENT OF BREACH – REMEDIES

14.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval and breaching Section 19 obligations; or
- voluntary or involuntary bankruptcy or receivership.

14.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

14.3 Actions in Event of Breach.

Upon Contractor's material breach, the State may:

- terminate this contract under Section 13; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon State's material breach, the Contractor may:

- terminate this contract after giving the State written notice of the stated failure. The written notice must 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; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

15. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure condition. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition. The party claiming force majeure shall use commercially reasonable efforts to mitigate the duration of any delay in performance.

16. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

17. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

18. LIAISONS AND SERVICE OF NOTICES

18.1 Contract Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the State's liaison and Contractor's liaison.

Octavia Brewer is the State's liaison.
Address: PO Box 203002
Helena, MT 59620-3002
Telephone: (406) 444-1403
Fax: (406) 444-0834
E-mail: obrewer2@mt.gov

Shanna Bulik-Chis is Contractor's liaison.
Address: 1600 26th St South
Great Falls, Montana 59405
Telephone: (406) 454-6930
Fax:
E-mail: chism@co.cascade.mt.us

18.2 Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

19. MEETINGS

Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired, however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

20. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

21. **CHOICE OF LAW AND VENUE**

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the 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 (18-1-401, MCA.).

22. **TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

23. **AUTHORITY**

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

24. **SEVERABILITY CLAUSE**

A declaration by any court or any other binding legal source 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 and materially dependent.

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

25.1 Contract. This contract consists of eight (8) numbered pages. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

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

25.3 Survival. The Warranties, Access and Retention of Records, Hold Harmless/Indemnification, Required Insurance, Event of Breach-Remedies, Transition Assistance, Choice of Law and Venue, Severability, Scope, Entire Agreement and Amendment, and Waiver sections in the contract shall survive the termination or expiration of the contract.

25.4 Construction. The contract will not be presumptively construed for or against either party. Section titles, headings and captions in the contract are for convenience only and will not affect the contract's interpretation. As used in the contract, "will" means "shall," and "include" means "including but not limited to" and "including without limitation."

26. **WAIVER**

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

27. **EXECUTION**

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

8TH Judicial District
Youth Court Services
415 Second Ave. North #108
Great Falls, MT 59401

BY: Mary T. Sinnott
Mary T. Sinnott, Chief JPO

DATE: 7.27.2020

State of Montana
Office of the Court Administrator
PO Box 203005
Helena, MT 59601

BY: _____
Beth McLaughlin, Court Administrator

DATE: _____

Cascade County
Regional Youth Services
1600 26th St South
Great Falls, MT 59405

BY: Shanna Bulik-Chism
Shanna Bulik-Chism, Director

DATE: 7/27/2020

Board Of County Commissioners,
Cascade County, Montana

Joe Briggs, Chair

James L. Larson, Commissioner

Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this _____ day of _____, 20____.

Attest

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

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

August 11, 2020

Contract 20-127

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Bureau of Indian Affairs
Office of Justice Services

INITIATED AND PRESENTED BY: Shanna Bulik-Chism – Administrator
Cascade County Juvenile Detention Center

ACTION REQUESTED: Approval of Contract & Bid Schedule

BACKGROUND:

The purpose of this agreement is to accept the Bureau of Indian Affairs, Office of Justice Services contract to reimburse the Cascade County Juvenile Detention Center for the cost of secure detention services for BIA youth. The duration of the contract will be from July 1, 2020 through June 30, 2021 with the option of extending the contract for five additional years. Contract year 20/21 for secure detention services will remain at \$235/youth per day, with the opportunity of increasing rates on the optional years.

RECOMMENDATION: Approval of Contract 20-127.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Chairman, I move that the Commission **APPROVE** Contract 20-127, agreement with the Bureau of Indian Affairs, Office of Justice Services to reimburse the Cascade County Juvenile Detention Center for secure detention services for BIA youth.

MOTION TO DISAPPROVE:

Chairman, I move that the Commission **DISAPPROVE** Contract 20-127, agreement with the Bureau of Indian Affairs, Office of Justice Services to reimburse the Cascade County Juvenile Detention Center for secure detention services for BIA youth.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 0040466579		PAGE OF 1 49						
2. CONTRACT NO. 140A0420C0018			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER					
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Mary King			b. TELEPHONE NUMBER (No collect calls) 406-247-7941		8. OFFER DUE DATE/LOCAL TIME				
9. ISSUED BY BIA RMRO 00004 2021 4th AVENUE NORTH Contracting Office DOI Building BILLINGS MT 59101-1461			CODE A04		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:							
					<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 922140 <input type="checkbox"/> 8(A) SIZE STANDARD:							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
15. DELIVER TO BIA RMRO DIST V Supervisor 2021 4th Avenue N., Suite 406 BILLINGS MT 59101			CODE 0009061869		16. ADMINISTERED BY BIA RMRO 00004 2021 4th AVENUE NORTH Contracting Office DOI Building BILLINGS MT 59101-1461							
17a. CONTRACTOR/OFFEROR CASCADE, COUNTY OF Attn: Shanna Bulik-Chism 325 2ND AVE N (COURTHOUSE ANNEX) GREAT FALLS MT 59401-2517 TELEPHONE NO. 406-454-6930			CODE 0071347804		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov					
					CODE IPP INV							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Juvenile Detention Services for a base year and four option years for the Bureau of Indian Affairs, Office of Justice Services, District V. The Office of Justice Services intends to obtain juvenile detention/correctional services from Tribes within the Agency's Jurisdiction. The services include detention bed space, medical, guard and transportation services in the performance of housing sentenced offenders. Services will be with Cascade County Juvenile Detention Center in Great Falls, MT. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>										
25. ACCOUNTING AND APPROPRIATION DATA 01								26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$58,423.00				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.								<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) MARY KING Digitally signed by MARY KING Date: 2020.07.28 13:41:16 -06'00'							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED		
						Mary King						

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This action will replace Cooperative Agreement #A16AC00011.</p> <p>Base Year: 08/01/2020 - 07/31/2021 Option Year One: 08/01/2021 - 07/31/2022 Option Year Two: 08/01/2022 - 07/31/2023 Option Year Three: 08/01/2023 - 07/31/2024 Option Year Four: 08/01/2024 - 07/31/2025</p> <p>Technical POC: Patricia Austin, Telephone Number 406-657-5936</p> <p>Legacy Doc #: IA Delivery: 07/31/2021 Account Assignm: K G/L Account: 6100.254B0 Business Area: A000 Commitment Item: 254B00 Cost Center: AAKL004000 Functional Area: A0J339090.999900 Fund: 190A2100DD Fund Center: AAKL004000 PR Acct Assign: 01 Period of Performance: 08/01/2020 to 07/31/2025</p>				
00010	<p>Juvenile Detention Services</p> <p>Detention Bed Space: \$235/day</p> <p>To Include Guards Services and Medical Care</p> <p>Base Year: 08/01/2020 thru 07/31/2021</p> <p>Obligated Amount: \$58,423.00</p> <p>Product/Service Code: S206</p> <p>Continued ...</p>				58,423.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

140A0420C0018

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

CASCADE, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD				
00020	Juvenile Detention Services Detention Bed Space: \$235/day To Include Guards Services and Medical Care Option Year One: 08/01/2021 thru 07/31/2022 Amount: \$0.00 (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
00030	Juvenile Detention Services Detention Bed Space: \$235/day To Include Guards Services and Medical Care Option Year Two: 08/01/2022 thru 07/31/2023 Amount: \$0.00 (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
00040	Juvenile Detention Services Detention Bed Space: \$235/day To Include Guards Services and Medical Care Option Year Three: 08/01/2023 thru 07/31/2024 Amount: \$0.00 (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00
00050	Juvenile Detention Services Detention Bed Space: \$235/day To Include Guards Services and Medical Care Option Year Four: 08/01/2024 thru 07/31/2025 Amount: \$0.00 (Option Line Item) Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR
CASCADE, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD The total amount of award: \$58,423.00. The obligation for this award is shown in box 26.				

52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far>, <http://www.doi.gov/pam>, <http://edocket.access.gpo.gov/2010/2010-7967.htm>

52.202-1	Definitions	Nov 2013
52.203-3	Gratuities (APR 1984)	April 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	April 2014
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.212-1	Instructions to Offerors—Commercial Items	Oct 2018
52.212-3	Offeror Representations and Certifications	Oct 2018
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.00	May 2014
52.225-2	Buy American Certificate	May 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	Aug 2018
52.223-6	Drug Free Workplace	May 2001
52.232-1	Payments	Apr 1984
52.232-18	Availability of Funds	Apr 1984
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
52.232-23	Assignment of Claims	Apr 1984
52.232-25	Prompt Payment	Jan 2017
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.233-3	Protest After Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.242-13	Bankruptcy	Jul 1995
52.242-15	Stop-Work Order	Aug 1989
52.246-4	Inspection of Services – Fixed Price	Aug 1996
52.246-25	Limitation of Liability - Services	Feb 1997
52.252-2	Clauses Incorporated by Reference	Feb 1998

**52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders –
Commercial Items (Jan 2020)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

 (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

 (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

 (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011)(15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Nov 2016) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015)(15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)(E.O.13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment(Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

X (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

X (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

X (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_ X_ (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C.3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C.552a).

___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C.2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

_ X_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

_ X_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

_ X_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_ X_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

_ X_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

_ X_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

_ X_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Alternate I (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Nov 2017). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d) (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr

2015). (E) 52.222-26, Equal Opportunity (Sep 2016) (E.O.

1246).

(F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) ____ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015)(22 U.S.C. chapter 78 and E.O. 13627).

____ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014)(41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(P) (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552).

(2) Alternate I (Jan 2017) of 52.224-3

(Q) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(R) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(S) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed May 31, 2024. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to the expiration of the contract.

52.217-9 Option to Extend the Term of the Contract (MARCH 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed May 31, 2024.

52.232-18 Availability of Funds (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond each calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.233-2 Service of Protest Department of the Interior (SEPT 2006)(Deviation)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer Ms. Kathy Eder by obtaining written and dated acknowledgment of receipt from the DOI, BIA, 2021 4TH Avenue North, Billings, Montana 59101

1452.201-70 Authorities and delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a

new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

DIAR 1452.203-70 RESTRICTION ON ENDORSEMENTS - DEPARTMENT OF THE INTERIOR (JUL 1996)

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make a determination as to the propriety of promotional material.

1452.201-70 Authorities and delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

Invoicing Requirements Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (April 2013)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP). "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract. The IPP website address is: <https://www.ipp.gov>. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

INVOICE CONTENTS:

Invoices will be paid upon approval and acceptance by the Government COR. Invoices must include, as a minimum, the following information:

1. Purchase Order Number
2. CLIN/Item number of deliverable
3. Description of deliverable
4. Price of deliverable
5. Quantity of deliverable
6. Date deliverable was provided to the Government for inspection
7. Serial number/part number if applicable

- The contractor is responsible for ensuring invoices submitted are accurate and complete
- Additional supporting documentation MAY BE REQUESTED at the discretion of the COR

Final Invoice

Within sixty calendar days of product acceptance and/or completion of services:

- a. The contractor shall submit a final invoice, designated as such by a clear statement of "FINAL INVOICE" on the face of the invoice document.
- b. The contractor shall provide a certificate of completion which certifies all goods and service have been provided as required by this task order.
- c. The contractor shall provide a release of claims against the government for any further payment under this task order.

The sixty calendar day submission timeframe shall not be extended without written authorization from the contracting officer. In the event items a, b, or c above are not submitted within the authorized timeframe, the contracting officer will make final cost determinations in order to make final payment and close out the contract unilaterally.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

To constitute a proper invoice, the invoice must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)".

(End of Custom Clause)

PROPOSAL SCHEDULE

The Bureau of Indian Affairs in Billings, Montana is requesting proposal for Juvenile Detention Services for the Office of Justice Services for Cascade County, Great Falls, Montana. The Contractor shall furnish all provide detention services. This will include the following: Detention bed space, guard services and medical care.

One award will be made for a Base Year and Four (4) Option Years.

Prospective Contractor's may submit a proposal.

LOCATION: Great Falls, MT 1600 26th Street South

BASE YEAR – 06/01/2020– 05/31/2021

	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	TOTAL
0001	Detention Bed Space	365	DAYS	\$235 ⁰⁰	\$85,775
0002	Guard Services	1920	HR	22 ²²	42,854 ⁴⁰
0003	Medical Care (NTE \$24,000.00)	20	INCIDENT		24,000

TOTAL BASE YEAR \$ 152,629⁴⁰

OPTION YEAR ONE – 06/01/2021-05/31/2022

	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	TOTAL
0001	Detention Bed Space	365	DAYS	\$235 ⁰⁰	\$85,775
0002	Guard Services	1920	HR	22 ²²	43,118 ⁴⁰
0003	Medical Care (NTE \$24,000.00)	20	INCIDENT		24,000

TOTAL OPTION YEAR ONE (1) \$ 153,493⁴⁰

OPTION YEAR TWO – 06/01/2022-05/31/2023

	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	TOTAL
0001	Detention Bed Space	365	DAYS	#240 ⁰⁰	87,600
0002	Guard Services	1920	HR	23 ²³	44,601 ⁶⁰
0003	Medical Care (NTE \$24,000.00)	20	INCIDENT		24,000

TOTAL OPTION YEAR TWO (2) \$ 156,201⁶⁰

OPTION YEAR THREE – 06/01/2023-05/31/2024

	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	TOTAL
0001	Detention Bed Space	365	DAYS	#240 ⁰⁰	87,600
0002	Guard Services	1920	HR	23 ⁷⁰	45,504
0003	Medical Care (NTE \$24,000.00)	20	INCIDENT		24,000

TOTAL OPTION YEAR THREE (3) \$ 157,104

OPTION YEAR FOUR - (4) 06/01/2024-05/31/2025

	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	TOTAL
0001	Detention Bed Space	365	DAYS	#245 ⁰⁰	89,425
0002	Guard Services	1920	HR	24 ¹⁸	46,425 ⁶⁰
0003	Medical Care (NTE \$24,000.00)	20	INCIDENT		24,000

TOTAL OPTION YEAR FOUR (4) \$ 159,850⁶⁰

GRAND TOTAL BASE + FOUR (4) OPTION YEARS \$ 779,279

Contractor Name: Cascade County Juvenile Detention Center

POC: Shenna Bulik-Chism

DUNS #: 010360493

Telephone #: 406-454-6930

Email Address: schism@cascadecountymt.gov

**Statement of Work
Bureau of Indian Affairs - Office of Justice Services
Cascade County Regional Youth Services
Great Falls, Montana**

SECTION 1 - DEFINITIONS

1.1. General Definitions

- 1.1.1. "Agency's jurisdiction" means the jurisdiction of the BIA OJS including within the exterior boundaries of the respective Indian Reservation(s) and Indian Allotments.
- 1.1.2. "American Correctional Association (ACA)" means American Correctional Association. (ACA) Core Jail Standards will be used as a form of measurement to guide all aspects of Facility operations to include: safety, security, order, programs, justice, administration, and plant management, which regulate Facility policy and practice.
- 1.1.3. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services (OJS).
- 1.1.4. "BIA-OJS Special Agent In-Charge" means the OJS District V Special Agent-In Charge (SAC).
- 1.1.5. "County" means Cascade County, a political subdivision of the state of Montana, located at 325 2nd Avenue North, Great Falls, Montana.
- 1.1.6. "Delinquent child" and/or "Juvenile" both mean a person under 18 years of age, who is subject to the criminal jurisdiction of an Indian Tribe and has committed an act that violates the Law and Order Code and/or would be a crime if committed by an adult, or is a person under 18 years of age who is a verified fugitive from another jurisdiction.
- 1.1.7. "District" means the geographical location of the County in relationship with BIA-OJS Districts within the United States.
- 1.1.8. "Facility" means Cascade County Regional Youth Services located at 160 26th Street South, Great Falls, Montana 59405.
- 1.1.9. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.10. "Indian Health Services" or "IHS" is the Indian Family Health Clinic at 1220 Central Ave, Great Falls Montana.
- 1.1.11. "Indian Reservation or Reservation" mean areas within the exterior boundaries of all respective reservations and Indian Allotments under the jurisdiction of the BIA/OJS.
- 1.1.12. "Period of Performance (POP)" – The duration or timeframe of which the contract

is valid. Base Period: Period of Performance is from July 1, 2020 through June 30, 2021.

Option Period One: POP is from July 01, 2021 through June 30, 2021.

Option Period Two: POP is from July 01, 2022 through June 30, 2023.

Option Period Three: POP is from July 01, 2023 through June 30, 2024.

Option Period Four: POP is from July 01, 2024 through June 30, 2025.

Option to Extend Services is from July 01, 2026 through December 31, 2026.

- 1.1.13. "Tribal prisoner" or "tribal inmate" means a person arrested under the authority of the Tribal Court or a Court of Indian Offenses having competent jurisdiction over the arresting agency.
- 1.1.14. "Tribal violation" means a violation which offends the criminal laws of the Tribal Court or Court of Indian Offenses having jurisdiction over the Indian Reservation(s) and Indian Allotments. This provision will not permit the confinement of juvenile offenders whose only charge or conviction is for a status offense, or juvenile non-offenders (as defined by the Office of Juvenile Justice and Delinquency Act of 1974 and subsequent revisions).

SECTION 2 – GENERAL INFORMATION

2.1 Scope of Work. The Facility shall provide safe and secure detention for inmates where care, control, concern and program/services can be executed through programs and services in accordance with the specific tasks as outlined herein and Facility policy and procedures.

2.1.1. Purpose. The Facility will assist the BIA-OJS by providing detention/correctional housing for Tribal Juvenile inmates who: have been arrested and are awaiting transport or adjudication; are serving sentences; are awaiting release; or are convicted of tribal violations occurring in Indian Country . The Facility will provide programs and services to those Residents that are classified to receive programming, care and academic education. The Facility will also ensure Residents have access to medical care, using Indian Health Service first when possible. If the Indian Family Health Clinic is unable to provide medical services, then the Tribal Juvenile inmates will be seen by another medical provider within the area.

2.2 Facility Personnel

2.2.1 The County shall designate a qualified facility administrator who shall be

responsible for the performance of the work on-site, per Facility policy and procedures.

- 2.2.2. The Facility administrator or designee shall have full authority to act for the County on all contract matters relating to the operation of this contract.
- 2.2.3. The Facility administrator or designee shall be available to discuss issues relating to the contract with authorized government officials specific to this contract.
- 2.2.4. The County shall ensure Facility employees are qualified and trained in accordance with juvenile facility standards.
- 2.2.5. The County shall conduct criminal record checks in accordance with facilities policies and the ACA standards, at a minimum a fingerprint check.
- 2.2.6. The County shall ensure that the Facility shall have sufficient staff at all times to perform functions relating to the security, custody, and supervision of inmates in accordance with best practices for supervision according to the ACA standards.

2.3 Quality Control

- 2.3.1. The County shall make available any inspection, evaluation or monitoring reports to BIA-OJS staff or representatives. These inspections will include third-party inspections related to Facility operations. Such inspections include, but are not limited to: health, sanitation, fire safety, fire equipment, environmental, plant management inspections, state inspection results, and/or other program review results.

2.4 Quality Assurance

- 2.4.1. BIA-OJS reserves the right to visit or inspect the Facility at any time via any method to ensure adequate services are being provided. This shall include an annual review. BIA-OJS will endeavor to provide at least twenty-four (24) hours of notice before inspection, but this may be waived in case of an emergency, such as a serious incident, when such notice is not practicable.

A. For juvenile facilities only, the Facility shall comply with the Office of Juvenile Justice and Delinquency Prevention Act (JJDP Act, Pub. L. No. 93-415, 42 U.S.C Section 5601).

B. The Facility shall also comply with the Montana Administrative Rules for

Secure Juvenile Detention Facilities (updated August 2011) and the Montana Youth Court Act (updated 2020).

2.5. Cost for Services

- 2.5.1. The cost shall be \$235.00 per juvenile per day. For the purposes of this contract, a day is computed for any portion of any day, which includes the day of admission.
- 2.5.2. Payment will be made for the day of the arrival but not the day of departure.
- 2.5.3. Payment for medical expenses outside of an approved Indian Health Service (IHS) facility will be limited to emergencies only. Within 24 hours of obtaining emergency care, the Contractor must notify the Contracting Officer's Representative (COR) or designee at OJS, who will then seek coverage through the Indian Health Service for Purchase Preferred Care (PRC) reimbursement to the Contractor.
- 2.5.4. The Facility will also ensure Residents have access to medical care, using Indian Health Service first when possible. The Facility provides a nurse practitioner once per week for medication refills, physicals required for placement, and general medical complaints. This medical care will be provided to BIA-OJS inmates as any other youth lodged within the facility. This medical service will be billed according to section 3.2.5. Pre-authorization for medical refills and any medical care above routine will be required, except for emergencies.
- 2.5.5. Facility agrees, when available and upon preapproval through the BIAOJS District Office, to transport services for BIA-OJS inmates. The cost for such services is **[\$23.50]** per hour (rounded to the nearest 15 minutes), plus the current standard GSA mileage rate.

2.6. Contact Information

- 2.6.1. Facility: Cascade County Regional Youth Services Center
POC: Shanna Bulik-Chism, Administrator
1600 26th St S.
Great Falls, Montana 59405
Phone: (406) 454-6930
Fax: (406) 454-6937
- 2.6.2. Agency: BIA-OJS District V
Lenora Nioce, Special Agent in Charge

2021 4th Avenue N.
Billings, MT 59101
Phone: (406) 657-5936
Fax: (406) 657-5930

BIA-OJS District V
Patricia Austin, Correctional Program Specialist (CPS)/Contracting
Officer's Representative (COR)
2021 4th Avenue N.
Billings, MT 59101
Phone: (406) 657-5936
Fax: (406) 657-5930

2.7. Period of Performance

Period of performance shall be for the period beginning July 1, 2020 through June 30, 2025.

Section 3 – SPECIFIC TASKS

- 3.1 The Facility will accept juvenile tribal persons who have been arrested for or convicted of violating tribal criminal law, and who are placed there by the District SAC or his/her authorized agents. The Facility shall email the count roster of BIA/Tribal Residents in custody by 10:00 a.m. for each day of the week, to include weekends and holidays, when a BIA-OJS juvenile inmate is placed at the facility and when a BIA-OJS juvenile inmate is released, by email to: patricia.austin@bia.gov.
- 3.1.1. The Facility agrees to house BIA-OJS juvenile inmates subject to the same conditions as any other person lodged within the facility. Juveniles who violate the law while in the facility may be charged by the law enforcement agency having jurisdiction over the particular offense committed.
- 3.1.3. The Facility agrees to provide the same programming to BIA-OJS inmates held under this contract/purchase as that offered to other persons lodged within the Facility. The Facility shall provide a monthly status report listing all inmates involved in programming in the Facility, showing the different types of programming offered.
- 3.1.4. No BIA-OJS inmate shall be released without written orders from the appropriate tribal court. In addition, no BIA-OJS inmate will be released from the facility without being placed into the custody of BIA-OJS or Tribal Law Enforcement Staff, or a

legal guardian, as specified in writing from the court of original jurisdiction.

- 3.1.5. The Facility agrees to provide transport as needed, if staffing levels allow, when such transport has been requested by the placing agency and pre-approved by the BIA-OJS District V, Special Agent in Charge or designee. Transport will then be coordinated with the Contracting Officer's Representative or designee. The fees of travel are outlined in Section 2.5.5.
- 3.1.6. The Facility will provide safe and secure Juvenile Correctional and Detention Services, conducted in an institutional environment that is sanitary and humane, utilizing best practices for Juvenile Correctional and Detention programs.
- 3.1.7. The Facility shall ensure conformance with the American Correctional Association Performance Based Standards on Juvenile Correctional Facilities, 4th Edition, which will be guide all aspects of the facility operations, to include; safety, security, care, programs and services, justice and order, administration, and plant management. These standards will be utilized as a guide of measurement for OJS, during an annual site review by BIA-OJS to compare facility operations.
- 3.1.8. The Facility agrees to protect BIA-OJS inmates from harm, in accordance with the American Correctional Association (ACA) Performance Based Standards on Juvenile Correctional Facilities, 4th Edition, and facility policy and procedures.
- 3.1.9. The Facility agrees to maintain a clean, healthy, sanitized and orderly environment with clear expectations of inmate behavior and accountability of its requirements, in accordance with the facility policy and ACA Performance Based Standards on Juvenile Correctional Facilities, 4th Edition.
- 3.1.10. The Facility agrees to provide for the basic needs, health, hygiene and personal care of inmates, in accordance with the facility policy and ACA Performance Based Standards Juvenile Correctional Facilities, 4th Edition.
- 3.1.11. The Facility will maintain sight and sound separation between BIA-OJS inmates for sleeping and showering quarters, in accordance with ACA Performance Based Standards on Juvenile Correctional Facilities, 4th Edition.
- 3.1.12. The Facility shall adhere to the standards set forth in the Prison Rape Elimination Act of 2003, and in accordance with local, County, city, state or federal standards applicable to the Facility.
- 3.1.13. Any unusual/serious incident which affects any BIA-OJS inmate held under this contract/purchase order is to be reported to the District CPS/COR (contact below) within twenty-four (24) hours of occurrence. If the incident resulted in death, serious injury or medical condition, escape, or change of location of the youth,

the Facility will immediately notify the District CPS/COR or designee (along with the youth's probation officer):

BIA-OJS District V
Patricia Austin, Correctional Program Specialist (CPS)/
Contracting Officer's Representative (COR)
2021 4th Avenue N.
Billings, MT 59101
Phone: (406) 657-5936
GOV Cell: (612) 270-5087
Fax: (406) 657-5930

BIA-OJS Northern Cheyenne Youth Services Center
(Acting) Cpt. Lannigan Capitan
100 Mennonite Road
Busby, MT 59016
Phone: (406) 592-3980
Fax: (406) 592-3982

- 3.1.14. BIA-OJS inmates held under this contract/purchase order are not eligible for community service without the express written approval of the Tribal Court of original jurisdiction and the District Correctional Program Specialist (or designee).

3.2 Medical

- 3.2.1. The medical, mental health, and dental needs of incarcerated juveniles, who are enrolled members of a Federally-recognized Tribe, shall be addressed by the IHS or a tribal health care facility/provider. The Facility agrees to utilize an IHS facility and/or services for provision of medical needs, and will use non-IHS emergency health care providers consistent with the terms of this contract. Transportation to the IHS facility or services will be billed in accordance with Section 2.5.5.
- 3.2.2. The Facility shall promptly notify the BIA-OJS representative (or designee) of such medical needs to afford the Agency the opportunity to arrange for the treatment.
- 3.2.3. The Facility shall notify the District CPS, or designee, of actions taken when extreme emergencies occur.
- 3.2.4. Payment for inmate emergency medical services will be submitted to the IHS Clinic providing health care to the juvenile. In instances where there is a remaining balance after IHS and/or Medicare pays their portion, BIA-OJS Division of

Corrections will only reimburse the Facility for those medical services pre-approved by BIA-OJS. BIA-OJS will only reimburse the Facility, and not the actual provider of treatment, for authorized emergency medical and mental health services, dental care, and prescription medications.

3.2.5. A medical voucher will be prepared and submitted on a separate invoice each month. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. The Facility Administrator will verify the accuracy of the medical voucher.

3.2.6. The following are health care facilities closest to the Facility:

Indian Family Health Clinic
1220 Central Ave, Great Falls Montana
Phone Number: (406) 268-1510

Great Falls Clinic
1400 29th Street South
Great Falls, Montana 59405
Phone Number: (406) 454-2171

3.2.7 In case of **extreme** emergency only, the following health care facility will be used:

Great Falls Clinic
1400 29th Street South
Great Falls, Montana 59405
Phone Number: (406) 454-2171

3.2.8. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other Federal or State programs, the Facility will be billed by the provider.

3.2.9. BIA-OJS will only reimburse the Facility for medical services if the treatment has been pre-approved by BIA-OJS. BIA-OJS will only reimburse the Facility, and not the actual provider of treatment, for authorized emergency medical, mental health, and dental health care and medications.

3.2.10. A medical voucher will be used to submit invoices for payment. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full name of inmate, itemized description of services provided, date of service, cost of treatment and/or

medication, and total amount to be reimbursed by BIA-OJS. The Facility Administrator will verify the accuracy of the medical voucher.

- 3.2.11. The Facility will be responsible for providing medical screening of the inmate at the time of intake. The arresting Agency or Agency Tribal Police Officer shall provide information regarding any known medical concerns at booking.

Section 4 – NEGATIVE DECLARATION

- 4.1. This Statement of Work (SOW) does not reflect, in this or any other context, any Party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party, except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this SOW shall be construed to impact or impair the extradition authority and processes of the Parties.
- 4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of the County or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States, BIA Police, and/or Correctional Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

Section 5 – BOARD BILL

- 5.1. The Facility will submit, by the tenth day of the month, a board bill and medical vouchers for the previous month's costs of housing BIA-OJS inmates. Any discrepancies between the invoice and board bill shall be justified in writing by the Facility.
- 5.2.1 The monthly board bill/invoice is to be submitted through IPP by the 10th of each month. Electronic invoicing is authorized for this contract. Under this contract, the following document is required to be submitted as an attachment to the IPP Invoice: a detailed monthly invoice of incarcerated inmates with booking date/release dates.

- 5.2.2. The Facility must use the IPP website to register access and use IPP for submitting requests for payment. The Facility Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Facility assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to ippgroup@bos.frb.org, or via phone at (866) 973-3131.
- 5.2.3 If the Facility is unable to comply with the requirement to use IPP for submitting invoices for payment, the Facility must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.
- 5.2.4 The board bill will contain:
- a) Name, address, and phone number of the Facility
 - b) Contract number
 - c) Date the board bill was prepared
 - d) Name of each inmate housed under this contract
 - e) Name of each inmate from each sending agency (tribe) (no social security numbers)
 - g) Date inmate entered facility
 - h) Date inmate was released from facility
 - i) Total number of day's inmate was physically housed by the Facility
 - j) Daily inmate rate
 - k) Total amount to be paid by BIA-OJS.

Section 6 – HOLD HARMLESS

- 6.1. The Facility agrees to hold harmless the BIA-OJS from:
- 6.1.1. Violation of constitutional rights arising from the detention of persons in the Facility pursuant to this SOW.
- 6.1.2. The BIA-OJS and the Facility agree to assume their own liability for all claims of any nature, including all costs, expenses and attorney's fees, which may result from or arise out of this Contract.

Section 7 - INDEMNIFICATION, LIABILITY, AND INSURANCE

- 7.1. Each party shall be solely responsible for the acts and omissions of its employees, agents and contractors in the performance of this agreement or any subsidiary agreement hereto. Accordingly, the [non-govt party] shall indemnify and hold the United States harmless against all liabilities, claims for damages, suits and losses, and expenses by reason of injury to any person or property arising out of or connected with any act or omission of the [non-govt party] arising from activities in

pursuance of this agreement.

- 7.2. The Facility assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.
- 7.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.
- 7.4. The Facility will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of the Facility or its agents or employees in the performance of this SOW.
- 7.5. Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.

Section 8 - SERIOUS INCIDENT REPORTING

- 8.1.1 Serious incidents include, but are not limited to, the following: aggravated assault, attempted suicide, bomb threat, communicable disease outbreak, disturbance, escape, fire, hostage situation, hunger strike, in-custody death, jail closure, medical emergency, natural disaster, rape, suicide, terrorist behavior, unusual or high profile incident, use of force, vehicle collision, and vermin infestation other than head lice.
- 8.2 The Facility shall ensure conformance with the American Correctional Association (ACA) Performance Based Standards on Juvenile Detention Facilities, 4th Edition, Use of Restraints, 3-JDF-3A-18, and in accordance with Facility juvenile standards.
- 8.3 The Facility shall ensure all special and serious incidents involving BIA-OJS inmates are reported in accordance with Facility juvenile standards. These Facility incident reports will be forwarded to the BIA-OJS District Office no later than (24) twenty-four hours after the occurrence.

Section 9- ACCESS TO HEALTH CARE

- 9.1 Access to a continuum of health care services will be available, so health care needs, including prevention and health education, are met in a timely and efficient manner. Inmates will be informed of the process for requesting health care.
- 9.3 Corrections staff have an obligation to promptly refer all inmate requests for health

care services to the appropriate health care provider. Health care shall be accessible in accordance with any Agreements between the correctional Facility and the health care provider.

Section 10- NOTIFYING INMATES OF HEALTH CARE SERVICES

- 10.1 During orientation/screening, the Facility will ensure the inmate is informed on how health care may be accessed, and ensure an Inmate Handbook is provided, or made available for review.

Section 11- INMATE REQUEST FOR ROUTINE HEALTH CARE

- 11.1 Any inmate needing access to routine health care will complete an Inmate Request Form. This form can be initiated at any time by the inmate. An inmate may also make a verbal request to a staff member at any time to request to go to sick call.

Section 12- INMATE REQUEST FOR EMERGENCY AND URGENT MEDICAL CARE

- 12.1 The Facility will ensure that inmates may request urgent and emergency medical care verbally to staff. Upon observation of a medical need, Staff will request care on the inmate's behalf.
- 12.2 Corrections staff will immediately notify the on-duty supervisor, and if necessary emergency medical services (EMS) or a health care provider, based on the inmate's health care complaint.

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5391
Daniel W. Simms Division of		Revision No.: 10
Director Wage Determinations		Date Of Last Revision: 06/30/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Montana

Area: Montana County of Cascade

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.25
01012 - Accounting Clerk II		14.88
01013 - Accounting Clerk III		16.65
01020 - Administrative Assistant		20.57
01035 - Court Reporter		16.65
01041 - Customer Service Representative I		12.06
01042 - Customer Service Representative II		13.56
01043 - Customer Service Representative III		14.79
01051 - Data Entry Operator I		13.11
01052 - Data Entry Operator II		14.30
01060 - Dispatcher Motor Vehicle		16.63

01070 - Document Preparation Clerk	15.48
01090 - Duplicating Machine Operator	15.48
01111 - General Clerk I	12.48
01112 - General Clerk II	13.62
01113 - General Clerk III	15.29
01120 - Housing Referral Assistant	17.93
01141 - Messenger Courier	10.55
01191 - Order Clerk I	11.91
01192 - Order Clerk II	13.00
01261 - Personnel Assistant (Employment) I	14.38
01262 - Personnel Assistant (Employment) II	16.09
01263 - Personnel Assistant (Employment) III	17.93
01270 - Production Control Clerk	29.07
01290 - Rental Clerk	13.68
01300 - Scheduler Maintenance	14.38
01311 - Secretary I	14.38
01312 - Secretary II	16.09
01313 - Secretary III	17.93
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	20.57
01420 - Survey Worker	16.56
01460 - Switchboard Operator/Receptionist	13.14
01531 - Travel Clerk I	12.38
01532 - Travel Clerk II	13.28
01533 - Travel Clerk III	14.15
01611 - Word Processor I	12.81
01612 - Word Processor II	14.38
01613 - Word Processor III	16.09
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.92
05010 - Automotive Electrician	16.92
05040 - Automotive Glass Installer	15.75

05070 - Automotive Worker	15.75
05110 - Mobile Equipment Servicer	13.64
05130 - Motor Equipment Metal Mechanic	18.06
05160 - Motor Equipment Metal Worker	15.75
05190 - Motor Vehicle Mechanic	18.06
05220 - Motor Vehicle Mechanic Helper	12.78
05250 - Motor Vehicle Upholstery Worker	14.70
05280 - Motor Vehicle Wrecker	15.75
05310 - Painter Automotive	16.92
05340 - Radiator Repair Specialist	15.75
05370 - Tire Repairer	16.52
05400 - Transmission Repair Specialist	18.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.51
07041 - Cook I	11.52
07042 - Cook II	13.30
07070 - Dishwasher	11.24
07130 - Food Service Worker	11.38
07210 - Meat Cutter	14.65
07260 - Waiter/Waitress	9.31
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.25
09040 - Furniture Handler	14.95
09080 - Furniture Refinisher	21.25
09090 - Furniture Refinisher Helper	17.31
09110 - Furniture Repairer Minor	20.27
09130 - Upholsterer	21.25
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.87
11060 - Elevator Operator	12.35
11090 - Gardener	18.75
11122 - Housekeeping Aide	12.35

11150 - Janitor	12.35
11210 - Laborer Grounds Maintenance	14.24
11240 - Maid or Houseman	10.84
11260 - Pruner	12.59
11270 - Tractor Operator	17.25
11330 - Trail Maintenance Worker	14.24
11360 - Window Cleaner	13.97
12000 - Health Occupations	
12010 - Ambulance Driver	19.49
12011 - Breath Alcohol Technician	19.49
12012 - Certified Occupational Therapist Assistant	26.74
12015 - Certified Physical Therapist Assistant	24.95
12020 - Dental Assistant	17.77
12025 - Dental Hygienist	36.77
12030 - EKG Technician	29.88
12035 - Electroneurodiagnostic Technologist	29.88
12040 - Emergency Medical Technician	19.49
12071 - Licensed Practical Nurse I	17.42
12072 - Licensed Practical Nurse II	19.49
12073 - Licensed Practical Nurse III	21.73
12100 - Medical Assistant	15.76
12130 - Medical Laboratory Technician	18.75
12160 - Medical Record Clerk	16.08
12190 - Medical Record Technician	18.00
12195 - Medical Transcriptionist	17.63
12210 - Nuclear Medicine Technologist	42.83
12221 - Nursing Assistant I	11.24
12222 - Nursing Assistant II	12.63
12223 - Nursing Assistant III	13.78
12224 - Nursing Assistant IV	15.47
12235 - Optical Dispenser	15.38
12236 - Optical Technician	17.42

12250 - Pharmacy Technician	16.47
12280 - Phlebotomist	15.05
12305 - Radiologic Technologist	27.56
12311 - Registered Nurse I	23.33
12312 - Registered Nurse II	28.55
12313 - Registered Nurse II Specialist	28.55
12314 - Registered Nurse III	34.54
12315 - Registered Nurse III Anesthetist	34.54
12316 - Registered Nurse IV	41.39
12317 - Scheduler (Drug and Alcohol Testing)	24.14
12320 - Substance Abuse Treatment Counselor	22.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.25
13012 - Exhibits Specialist II	23.84
13013 - Exhibits Specialist III	29.17
13041 - Illustrator I	19.25
13042 - Illustrator II	23.84
13043 - Illustrator III	29.17
13047 - Librarian	25.64
13050 - Library Aide/Clerk	14.81
13054 - Library Information Technology Systems Administrator	23.14
13058 - Library Technician	13.81
13061 - Media Specialist I	16.91
13062 - Media Specialist II	18.67
13063 - Media Specialist III	20.85
13071 - Photographer I	17.20
13072 - Photographer II	19.25
13073 - Photographer III	23.84
13074 - Photographer IV	29.17
13075 - Photographer V	35.28
13090 - Technical Order Library Clerk	19.04

13110 - Video Teleconference Technician		17.20
14000 - Information Technology Occupations		
14041 - Computer Operator I		12.91
14042 - Computer Operator II		14.44
14043 - Computer Operator III		16.10
14044 - Computer Operator IV		17.93
14045 - Computer Operator V		19.82
14071 - Computer Programmer I	(see 1)	21.01
14072 - Computer Programmer II	(see 1)	26.04
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.91
14160 - Personal Computer Support Technician		17.93
14170 - System Support Specialist		19.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.19
15020 - Aircrew Training Devices Instructor (Rated)		35.31
15030 - Air Crew Training Devices Instructor (Pilot)		41.49
15050 - Computer Based Training Specialist / Instructor		29.19
15060 - Educational Technologist		20.72
15070 - Flight Instructor (Pilot)		41.49
15080 - Graphic Artist		18.83
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.49
15086 - Maintenance Test Pilot Rotary Wing		41.49
15088 - Non-Maintenance Test/Co-Pilot		41.49
15090 - Technical Instructor		21.10
15095 - Technical Instructor/Course Developer		25.81
15110 - Test Proctor		17.04
15120 - Tutor		17.04

16000 - Laundry Dry-Cleaning Pressing And Related Occupations

16010 - Assembler	9.61
16030 - Counter Attendant	9.61
16040 - Dry Cleaner	11.40
16070 - Finisher Flatwork Machine	9.61
16090 - Presser Hand	9.61
16110 - Presser Machine Drycleaning	9.61
16130 - Presser Machine Shirts	9.61
16160 - Presser Machine Wearing Apparel Laundry	9.61
16190 - Sewing Machine Operator	12.16
16220 - Tailor	12.94
16250 - Washer Machine	10.07

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	25.48
19040 - Tool And Die Maker	31.56

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	17.41
21030 - Material Coordinator	29.07
21040 - Material Expediter	29.07
21050 - Material Handling Laborer	14.36
21071 - Order Filler	13.39
21080 - Production Line Worker (Food Processing)	17.41
21110 - Shipping Packer	17.66
21130 - Shipping/Receiving Clerk	17.66
21140 - Store Worker I	12.53
21150 - Stock Clerk	17.82
21210 - Tools And Parts Attendant	17.41
21410 - Warehouse Specialist	17.41

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder	32.07
23019 - Aircraft Logs and Records Technician	24.65
23021 - Aircraft Mechanic I	30.29

23022 - Aircraft Mechanic II	32.07
23023 - Aircraft Mechanic III	33.92
23040 - Aircraft Mechanic Helper	21.04
23050 - Aircraft Painter	28.37
23060 - Aircraft Servicer	24.65
23070 - Aircraft Survival Flight Equipment Technician	28.37
23080 - Aircraft Worker	26.42
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.42
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.29
23110 - Appliance Mechanic	25.48
23120 - Bicycle Repairer	20.54
23125 - Cable Splicer	35.71
23130 - Carpenter Maintenance	20.20
23140 - Carpet Layer	23.72
23160 - Electrician Maintenance	27.96
23181 - Electronics Technician Maintenance I	23.72
23182 - Electronics Technician Maintenance II	25.48
23183 - Electronics Technician Maintenance III	27.20
23260 - Fabric Worker	22.14
23290 - Fire Alarm System Mechanic	27.20
23310 - Fire Extinguisher Repairer	20.54
23311 - Fuel Distribution System Mechanic	27.20
23312 - Fuel Distribution System Operator	20.54
23370 - General Maintenance Worker	16.83
23380 - Ground Support Equipment Mechanic	30.29
23381 - Ground Support Equipment Servicer	24.65
23382 - Ground Support Equipment Worker	26.42
23391 - Gunsmith I	20.54
23392 - Gunsmith II	23.72
23393 - Gunsmith III	27.20

23410 - Heating Ventilation And Air-Conditioning Mechanic	26.46
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	27.92
23430 - Heavy Equipment Mechanic	29.38
23440 - Heavy Equipment Operator	27.18
23460 - Instrument Mechanic	27.20
23465 - Laboratory/Shelter Mechanic	25.48
23470 - Laborer	13.58
23510 - Locksmith	25.48
23530 - Machinery Maintenance Mechanic	30.44
23550 - Machinist Maintenance	27.20
23580 - Maintenance Trades Helper	18.89
23591 - Metrology Technician I	27.20
23592 - Metrology Technician II	28.80
23593 - Metrology Technician III	30.46
23640 - Millwright	27.20
23710 - Office Appliance Repairer	24.96
23760 - Painter Maintenance	21.96
23790 - Pipefitter Maintenance	26.51
23810 - Plumber Maintenance	24.83
23820 - Pneudraulic Systems Mechanic	27.20
23850 - Rigger	27.20
23870 - Scale Mechanic	23.72
23890 - Sheet-Metal Worker Maintenance	27.03
23910 - Small Engine Mechanic	23.72
23931 - Telecommunications Mechanic I	26.96
23932 - Telecommunications Mechanic II	28.54
23950 - Telephone Lineman	27.20
23960 - Welder Combination Maintenance	23.64
23965 - Well Driller	27.20
23970 - Woodcraft Worker	27.20

23980 - Woodworker	20.54
24000 - Personal Needs Occupations	
24550 - Case Manager	11.87
24570 - Child Care Attendant	10.79
24580 - Child Care Center Clerk	13.24
24610 - Chore Aide	11.77
24620 - Family Readiness And Support Services Coordinator	11.87
24630 - Homemaker	13.26
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.20
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	27.20
25190 - Ventilation Equipment Tender	18.89
25210 - Water Treatment Plant Operator	20.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.67
27007 - Baggage Inspector	14.00
27008 - Corrections Officer	23.14
27010 - Court Security Officer	23.16
27030 - Detection Dog Handler	15.67
27040 - Detention Officer	23.14
27070 - Firefighter	23.14
27101 - Guard I	14.00
27102 - Guard II	15.67
27131 - Police Officer I	29.45
27132 - Police Officer II	32.72
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.36
28042 - Carnival Equipment Repairer	15.61
28043 - Carnival Worker	10.48
28210 - Gate Attendant/Gate Tender	13.98

28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	15.64
28510 - Recreation Aide/Health Facility Attendant	11.42
28515 - Recreation Specialist	16.68
28630 - Sports Official	12.46
28690 - Swimming Pool Operator	20.70
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.72
29020 - Hatch Tender	23.72
29030 - Line Handler	23.72
29041 - Stevedore I	22.14
29042 - Stevedore II	25.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.62
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.86
30040 - Civil Engineering Technician	21.97
30051 - Cryogenic Technician I	24.44
30052 - Cryogenic Technician II	26.99
30061 - Drafter/CAD Operator I	16.19
30062 - Drafter/CAD Operator II	18.44
30063 - Drafter/CAD Operator III	20.47
30064 - Drafter/CAD Operator IV	24.86
30081 - Engineering Technician I	14.18
30082 - Engineering Technician II	15.92
30083 - Engineering Technician III	17.82
30084 - Engineering Technician IV	22.06
30085 - Engineering Technician V	26.99

30086 - Engineering Technician VI	32.65
30090 - Environmental Technician	21.80
30095 - Evidence Control Specialist	22.06
30210 - Laboratory Technician	19.85
30221 - Latent Fingerprint Technician I	24.44
30222 - Latent Fingerprint Technician II	26.99
30240 - Mathematical Technician	22.06
30361 - Paralegal/Legal Assistant I	18.85
30362 - Paralegal/Legal Assistant II	23.34
30363 - Paralegal/Legal Assistant III	28.55
30364 - Paralegal/Legal Assistant IV	34.54
30375 - Petroleum Supply Specialist	26.99
30390 - Photo-Optics Technician	22.06
30395 - Radiation Control Technician	26.99
30461 - Technical Writer I	22.06
30462 - Technical Writer II	26.99
30463 - Technical Writer III	32.65
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	24.86
30502 - Weather Forecaster II	30.24
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 20.47
30621 - Weather Observer Senior	(see 2) 22.06
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	14.47
31030 - Bus Driver	20.52
31043 - Driver Courier	13.70

31260 - Parking and Lot Attendant	12.82
31290 - Shuttle Bus Driver	14.89
31310 - Taxi Driver	13.88
31361 - Truckdriver Light	14.89
31362 - Truckdriver Medium	18.56
31363 - Truckdriver Heavy	21.98
31364 - Truckdriver Tractor-Trailer	21.98
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	10.58
99050 - Desk Clerk	11.04
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	11.92
99252 - Laboratory Animal Caretaker II	12.95
99260 - Marketing Analyst	26.41
99310 - Mortician	25.35
99410 - Pest Controller	22.39
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	16.11
99711 - Recycling Specialist	19.51
99730 - Refuse Collector	14.24
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	14.24
99830 - Survey Party Chief	24.67
99831 - Surveying Aide	15.32
99832 - Surveying Technician	20.83
99840 - Vending Machine Attendant	19.51
99841 - Vending Machine Repairer	23.16
99842 - Vending Machine Repairer Helper	19.51

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;
- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard**

Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

August 11, 2020

Contract #20-128

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: MMCAP – Sanofi Pasteur Inc., Vax Value Agreement Amendment(s)

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-128

BACKGROUND:

The purpose of the original agreement is to set the Cascade City-County Health Department's pricing to Tier 1 for vaccine purchases from MMCAP – Sanofi Pasteur Inc.

The purpose of the amendment(s) is to adjust language in section 8, update the NDC for IMOVAX, and introduce two new products.

TERM: October 1, 2019 – September 30, 2021

AMOUNT: Pricing per Addendum A – Tier 1

RECOMMENDATION: Approval of Contract #20-128, MMCAP – Sanofi Pasteur Inc., VaxValue Agreement Amendments(s)

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-128, MMCAP – Sanofi Pasteur Inc., VaxValue Agreement Amendment(s)

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-128, MMCAP – Sanofi Pasteur Inc., VaxValue Agreement Amendment(s)

SANOFI

**VACCINE PROGRAM**

Member Name:	City – County Health Department
Address:	115 4 th South Street Great Falls, MT 59401
Primary Contact & Title:	Trixie Smith, RN, BSN, Prevention Services Division Manager
Email of Primary Contact:	tsmith@cascadecountymt.gov
Agreement Number:	364195 - 429819
Term (3 years):	September 1, 2018 August 1, 2018 <i>LA 8/7/18</i> – September 30, 2021
Group Purchasing Organization:	Minnesota Multistate Contracting Alliance for Pharmacy
Wholesaler/Distributor:	N/A
Wholesaler/Distributor Address:	N/A

Vaccine Program for City – County Health Department

1. City – County Health Department ("Customer") is defined to include any office locations ("Practice Locations") through which City – County Health Department carries out professional services. Practice Locations are listed in Exhibit A, and references to City – County Health Department shall include its Practice Locations. City – County Health Department and its Practice Locations are part of the same legal entity, and constitute a single "buyer," for purposes of the federal health care program anti-kickback law discount exception, 42 U.S.C. § 1320a-7b(b)(3)(A), and safe harbor, 42 C.F.R. § 1001.952(h).
2. According to its immunization protocol, City – County Health Department, a Member of Minnesota Multistate Contracting Alliance for Pharmacy (for itself and, as applicable, its participating Practice Locations) selects (the "Products") and commits to the Product Category Offer as set forth in Table 1 and based upon the terms and conditions set forth herein:

Product Category Offer - Table 1

Qualifying Product Categories and Product Sales Measurement		
	TIER 1	TIER 2
	Must Meet or Exceed 3 of 3 Qualifying Product Categories	Must Meet or Exceed 2 of 3 Qualifying Product Categories
Pediatric: Pentacel, Daptacel, Quadracel, ActHIB	80% Category Product Sales	80% Category Product Sales
Boosters: Adacel, Tenivac	80% Category Product Sales	80% Category Product Sales
MCV4: Menactra	80% Category Product Sales	80% Category Product Sales

Pricing for current contract year will correspond to meeting or exceeding 80% of Category Product Sales for each Qualifying Product Category for the previous 12 months in Table 1. The pricing for each consecutive year will be based on meeting or exceeding the prior year's Category Product Sales for each Qualifying Product Category.

3. Category Sales are defined as follows:

- Total Sanofi Pasteur Inc. product purchases (net of any returns, excluding Influenza) of a given Product Category and all competitive vaccines as described in Exhibit B
- Category Sales are projected based on current membership roster for a twelve (12) month period and will be recalculated each year of this Agreement.
- Category Sales will be validated by **City – County Health Department** and Sanofi Pasteur within 30 days of execution of this Agreement.
- In the case of a shortage in a particular Product Category such situations will be reviewed and once mutually agreed upon between Sanofi Pasteur, Inc. and the Member then the Member will be considered to have met the requirements for that Category.

Sanofi Pasteur Inc. may utilize third party sales data to determine Category Sales as identified above and in Exhibit B. Upon availability, Sanofi Pasteur Inc. will utilize Category Sales data as supplied by IMS America to determine compliance to Product Sales Measurement as identified in this Agreement.

4. Sanofi Pasteur Inc. offers two pricing Tiers. Tiered pricing will be determined for each year based upon the previous twelve (12) months' Category Sales performance in each Qualifying Product Category. Tier evaluation will be based on the following:

- a. Tier 1: Pricing listed in Addendum A will be earned by meeting or exceeding the qualifying product sales measurement for three (3) out of three (3) Qualifying Product Categories.
- b. Tier 2: Pricing listed in Addendum A will be earned by meeting or exceeding the qualifying product sales measurement for two (2) out of three (3) Qualifying Product Categories.

5. Initial Tier status determination and evaluation periods:

City – County Health Department will initially be placed in the Tier that corresponds to similar current contract level which should be equivalent to meeting or exceeding 80% of Qualifying Product Category Sales for the previous 12 months.

- a. Achievement of Qualifying Product Category Sales will be evaluated on a semi-annual basis. Once the initial Tier is defined, the first review of Qualifying Product Category performance will occur six (6) months after the commencement of this Agreement and every six (6) months thereafter. This will provide an opportunity for both **City – County Health Department** and Sanofi Pasteur Inc. to clearly assess the trends toward meeting or exceeding the agreed upon number of Qualifying Product Categories.
- b. Achievement and determination of Qualifying Product Categories and establishing the agreed upon Tier for the second and third years of the Agreement will be assessed on an annual basis and will occur twelve (12) months and twenty-four (24) months after the commencement of this Agreement. An Addendum defining the Tier level for each of the second and third years of this Agreement will be issued to **City – County Health Department** at the commencement of the second and third years of this Agreement, respectively.
- c. For customers where a Qualifying Product Category Sale is zero, **City – County Health Department** will be placed in a Tier based on the one or more Qualifying Product Category or Categories being met.

City – County Health Department will indicate Tier level and Product Category commitment on Page 6 below signature line.

6. Sanofi Pasteur Inc. will review variances from Product Sales Measurements based on market conditions.

7. **City – County Health Department** shall, in connection with this Agreement, comply with all applicable federal and state laws, rules, and regulations. As part of the cost reporting process or otherwise, **City – County Health Department** may be obligated to report and provide information concerning any discounts provided under this Agreement pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) and/or 42 C.F.R. § 1001.952(h)(1), other federal or state laws, or agreements with third party.

8. Product pricing is stated in Addendum A which is inclusive of Tier 1 and Tier 2. These prices are subject to change with thirty (30) days written notice during the term of this Agreement based upon market conditions and/or changes to catalog prices. Provided that **City – County Health Department** meets or exceeds the Qualifying Products and Product Sales Measurement set forth in Table 1 above, Sanofi Pasteur Inc. agrees that any price increase on any of the Qualifying Products, excluding Influenza vaccine, will not exceed a total of four percent (4%) within any calendar year (January-December) of this Agreement.
9. Payment terms are 2% 90, net 91 days.

ADDITIONAL TERMS

10. The term of this Agreement is thirty-eight (38) months, beginning **August 1, 2018** and ending **September 30, 2021**, with an option to renew for an additional thirty six (36) month period as mutually agreed upon by both parties.
11. Practice Locations: **City – County Health Department** shall (1) provide Sanofi Pasteur Inc. with a complete list of Practice Locations participating in this Agreement, and (2) promptly advise Sanofi Pasteur Inc. of any changes, additions or deletions to the list as they occur. All such information must be submitted in an electronic format provided by Sanofi Pasteur Inc. (Exhibit A) via email. The document must contain the required fields as outlined in Exhibit A. Sanofi Pasteur Inc. will process any changes, additions and deletions relating to Exhibit A within forty-five (45) days of receipt. Sanofi Pasteur Inc. reserves the right to exclude certain proposed Practice Locations from coverage under this Agreement upon notice to **City – County Health Department**. Sanofi Pasteur Inc. further reserves the right to cancel or amend this Agreement should **City – County Health Department** not meet Sanofi Pasteur Inc.'s requirements as outlined in this section. In such event, Sanofi Pasteur Inc. agrees to provide thirty (30) days' written notice to **City – County Health Department** and work with **City – County Health Department** during said period to resolve outstanding issues.
12. Either **City – County Health Department** or Sanofi Pasteur Inc. shall have the right to cancel this Agreement upon thirty (30) days written notice. Any benefit earned through the date of cancellation will be issued as specified by the Agreement.
13. Sanofi Pasteur Inc. reserves the right to limit orders (by NDC) for **City – County Health Department**, within any given month, to no more than one hundred and fifty percent (150%) of a Practice Location's average monthly purchases and also one hundred and fifty percent (150%) of **City – County Health Department** Agreement in its entirety, calculated over the previous six months.
14. **City – County Health Department** will provide written notice to Sanofi Pasteur Inc. should the price of any contract product become noncompetitive as a result of an alternative competitive offer, and Sanofi Pasteur Inc. will be offered the right to match the competing price within thirty (30) days of such notice.
15. **City – County Health Department** shall promptly advise Sanofi Pasteur Inc. of any discrepancies in pricing. Sanofi Pasteur Inc. will process credit adjustment requests due to an error in pricing, excluding requests based on Practice Location affiliation, upon such notification. Credit adjustments due to Practice Location affiliation will be considered upon written notice to Sanofi Pasteur Inc., and will be limited to the two (2) month period prior to receipt of the written notification. Sanofi Pasteur Inc. reserves the right to deny credit adjustments based upon incomplete and/or inaccurate documentation.
16. Sanofi Pasteur Inc. shall pay an Administrative Fee to **Minnesota Multistate Contracting Alliance for Pharmacy** based on **City – County Health Department** achievement of the Product Sales Measurements of Products as outlined herein, pursuant to the Contract between MMCAP and Sanofi Pasteur Inc.

17. **City – County Health Department** certifies to Sanofi Pasteur Inc. that (1) Products sold to **City – County Health Department** under this Agreement shall be dispensed to patients, physicians and/or employees of **City – County Health Department** and (2) **City – County Health Department** is operating in each instance, both on the effective date of this Agreement and on the date said Product is dispensed, either as:
- (i) the exclusive provider of said product to patients, physicians or employees; or
 - (ii) a nonprofit institution, eligible for all purposes under the Nonprofit Institutions Act, 15 U.S.C. § 13c, for which purchases of said product are made for said **City – County Health Department** "own use"; or
 - (iii) a for-profit organization, for which purchases of said product are made for **City – County Health Department** "own use" as defined in De Modena, et al. v. Kaiser Foundation Health Plan, Inc., et al., 743 F. 2d 13888 (9 Cir. 1984), applying the holding of the U.S. Supreme Court in Abbott Laboratories, et al. v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976).
18. **City – County Health Department** shall purchase all Products hereunder from Sanofi Pasteur Inc. on a direct purchase basis; provided, however, that **City – County Health Department** may make such purchases on a non-direct basis through a wholesaler and/or distributor that is able to communicate contract sales information to Sanofi Pasteur Inc. in a form acceptable to and approved by Sanofi Pasteur Inc. Should **City – County Health Department** choose to purchase on a non-direct basis, **City – County Health Department** will supply the names/addresses of its wholesalers and/or distributors to Sanofi Pasteur Inc. Contract Products purchased through a wholesaler and/or distributor may be subject to a mark-up. This mark-up is negotiated solely between the **City – County Health Department** and its designated wholesaler and/or distributor.
19. Following the execution of this Agreement, **City – County Health Department** shall promptly notify all Practice Locations of the implementation of this Agreement, including the following:
- a. Practice Locations will be responsible for inspection of all Products upon its receipt, immediately notifying Sanofi Pasteur Inc. of any Product that is damaged or unusable. Such Product shall be returned to Sanofi Pasteur Inc. in accordance with Sanofi Pasteur Inc.'s General Terms and Conditions of Sale. All Products must be stored and handled as described in each product's approved labeling.
 - b. Permit Sanofi Pasteur Inc. or its authorized representatives to examine or replace inventory as mutually agreed upon and shall permit Sanofi Pasteur Inc. or its authorized representative's access to **City – County Health Department** Practice Locations in order to provide information or service materials.
 - c. **City – County Health Department** agrees to meet with representatives from Sanofi Pasteur Inc. at a minimum of every six (6) months to review current and trending contract compliance and performance.
 - d. At or about the conclusion of the Agreement term, Sanofi Pasteur Inc. shall propose Product pricing for the renewal term of this Agreement and review it with responsible **City – County Health Department** representatives.
 - e. **City – County Health Department** and Sanofi Pasteur Inc. agree that the terms of this Agreement may not be shared or reproduced in a manner inconsistent with the terms of this Agreement. such obligation shall survive the termination or expiration of this Agreement.
20. With respect to any promotional programs or offers, Sanofi Pasteur Inc. shall have the sole right and responsibility for establishing and modifying the terms and conditions with respect to the sale of the Products, including any terms and conditions relating to or affecting the price at which the Products will be sold, any discounts attributable to payments on receivables, distribution of the Products, credit to be granted or refused, and the like.
21. All sales of Product hereunder are subject to the Terms and Conditions established in the Contract between MMCAP and Sanofi Pasteur Inc. in effect at the time of shipment. More information can be found at www.vaccineshoppe.com and www.mmcap.org. In the event of any conflict between those Terms and Conditions and the terms set forth herein, the terms of this Agreement shall control.

22. Neither party may assign or transfer its rights nor obligations under this Agreement without the prior written consent of the other party hereto, provided that, Sanofi Pasteur Inc. may assign this Agreement to any affiliate or to a third party which purchases all, or substantially all, of the assets of the business to which this Agreement relates.

23. Sanofi Pasteur Inc. shall indemnify, defend, and hold harmless **City – County Health Department**, against and in respect of any and all claims, losses, costs, expenses, liabilities and damages, (including reasonable attorneys' fees) in connection with, arising out of or based upon any claim of an alleged defect in any of the products supplied hereunder (collectively, the "Claims"), except to the extent that any such Claim is caused by **City – County Health Department** negligence, recklessness or willful misconduct, or from breach of any of **City – County Health Department** representations, warranties or certifications.

As a condition to Sanofi Pasteur Inc.'s indemnification, **City – County Health Department** shall give Sanofi Pasteur Inc. notice of any Claims (including a copy of any such Claim served upon **City – County Health Department**, promptly after such Claim was served and shall cooperate with Sanofi Pasteur Inc. and provide all such information to Sanofi Pasteur Inc. as shall be reasonably necessary for the defense (or settlement) of such Claims. **City – County Health Department** agrees to cooperate with Sanofi Pasteur Inc. in all respects with the conduct of the defense of the Claims, and shall not compromise or otherwise settle any such Claim without Sanofi Pasteur Inc.'s prior written consent.

24. The terms and conditions of the **Minnesota Multistate Contracting Alliance for Pharmacy** agreement shall apply to this Agreement. In the event of any conflict between this Agreement and the **Minnesota Multistate Contracting Alliance for Pharmacy** agreement, the terms of this Agreement shall control.
25. Unless otherwise notified in writing to the contrary, any notice or written disclosure required or permitted by the terms hereof to be given any party hereto shall be effectively delivered for all purposes if delivered personally, electronically (either via e-mail or facsimile), or if mailed, upon deposit in the United States mail, postage prepaid, and if directed to **City – County Health Department** or any of its Practice Locations, properly addressed to **City – County Health Department** at the address listed in this document on page 1 and the signature page. If directed to Sanofi Pasteur, properly addressed to: Sanofi Pasteur Inc., Discovery Drive, Swiftwater, PA 18370, ATTN: Director, Contract Development and Analytics.
EMAIL: contract.administration@sanofipasteur.com

This Agreement, its Exhibits and Addendum constitute the final written expression of all terms and conditions of the Agreement relating to the transactions described herein. This Agreement, its Exhibits and Addendum supersede all previous communications, representations, and agreements, promises, or statements, either written or verbally communicated, with respect to such transactions. No addition to or modification of any provision of this Agreement, its Exhibits and Addendum will be binding unless made in writing and signed by the parties to the agreement or their authorized representatives.

This document is issued by Sanofi Pasteur Inc. located at Discovery Drive, Swiftwater, Pennsylvania 18370-0187 and is binding only upon endorsement by its Head of Specialty Sales.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year so indicated below, with full authorization to do so.

City – County Health Department

SANOPI PASTEUR INC.

By:

Jane Weber

By:

Tony Pansy

Digitally signed by Tony Pansy
DN: cn=Tony Pansy, o=Sanofi Pasteur,
ou=Head of Specialty Sales,
email=tony.pansy@sanofi.com, c=US
Date: 2018.08.23 10:28:16 -0400

Printed Name:

Jane Weber

Printed Name:

Tony Pansy

Title:

County Commissioner Chair

Title:

Head of Specialty Sales

Date:

7/31/2018

Date:

City – County Health Department initials below indicate Tier level and Product Category commitment:

	Tier 1	Tier 2
Pediatric	<i>gw</i>	
Boosters	<i>gw</i>	
MCV4	<i>gw</i>	

Sanofi Pasteur Inc. Customer Number

70014240

DEA

AW3252854

Name

Cascade City-County Health Department

Address

115 4th Street South

City

Great Falls

State

Montana

Zip

59401

Phone

406-454-6950

Start Date

End Date

Contact Person

Trixie Smith

Add, Delete, Change

Add

Exhibit A

List of Practice Locations

Provide a list of Practice Locations as requested by Sanofi Pasteur Inc. and updates in an electronic format (Excel) acceptable to Sanofi Pasteur Inc. The Excel file may be sent via e-mail.

Required

HIN, DEA, and GLN

Customer Segment (pediatric, FP, IM, etc.)

Name

Address

City

State

Zip

Phone

Start Date

End Date (if known)

Contact Person

Add, Delete, Change

Optional

Sanofi Pasteur Inc. Customer Number

Addendum A

Sanofi Pasteur Inc. Vaccines and Products

The following information will be regulated by Sanofi Pasteur Inc. in its own discretion and may not be shared or reproduced in a manner inconsistent with the terms of this Agreement.

DISCLAIMER: This document does not constitute a written agreement, an offer, nor a commitment by Sanofi Pasteur Inc. to sell at the prices listed below until agreed to and signed by the Member and Sanofi Pasteur Inc.

All prices referenced below do not include excise tax.

H/S Under GPO	Tier 1				Tier 2			
Product	Contract Price UNIT	Contract Price Dose	On-line Discount (1%)	Prompt Pay Discount (2%)	Contract Price UNIT	Contract Price Dose	On-line Discount (1%)	Prompt Pay Discount (2%)
ActHIB	\$44.63	\$8.93	\$8.84	\$8.66	\$45.95	\$9.19	\$9.10	\$8.92
Adacel 10 doses	\$309.01	\$30.90	n/a	\$30.28	\$309.01	\$30.90	n/a	\$30.28
Adacel PFS	\$154.51	\$30.90	n/a	\$30.28	\$154.51	\$30.90	n/a	\$30.28
Daptacel	\$175.92	\$17.59	\$17.42	\$17.07	\$183.34	\$18.33	\$18.15	\$17.79
DT	\$459.47	\$45.95	\$45.49	\$44.58	\$464.07	\$46.41	\$45.94	\$45.02
Imogam	\$608.14	\$608.14	\$602.06	\$590.02	\$614.22	\$614.22	\$608.08	\$595.92
Imovax	\$273.07	\$273.07	\$270.34	\$264.93	\$275.80	\$275.80	\$273.04	\$267.58
IPOL	\$202.46	\$20.25	\$20.04	\$19.64	\$208.58	\$20.86	\$20.65	\$20.24
Menactra	\$475.58	\$95.12	\$94.16	\$92.28	\$487.25	\$97.45	\$96.48	\$94.55
Pentacel	\$289.58	\$57.92	\$57.34	\$56.19	\$298.70	\$59.74	\$59.14	\$57.96
Quadracel	\$380.90	\$38.09	\$37.71	\$36.95	\$384.80	\$38.48	\$38.10	\$37.33
Tenivac	\$236.83	\$23.68	\$23.45	\$22.98	\$238.00	\$23.80	\$23.56	\$23.09
Tubersol 10 test	\$55.85	\$5.59	\$5.53	\$5.42	\$56.41	\$5.64	\$5.58	\$5.47
Tubersol 50 test	\$218.55	\$4.37	\$4.33	\$4.24	\$220.73	\$4.41	\$4.37	\$4.28
Typhim 20 dose	\$1,267.82	\$63.39	\$62.76	\$61.50	\$1,280.50	\$64.03	\$63.38	\$62.12
Typhim PFS	\$79.64	\$79.64	\$78.85	\$77.27	\$80.44	\$80.44	\$79.64	\$78.04
YF - Vax 5 ds	\$473.56	\$94.71	\$93.76	\$91.89	\$478.30	\$95.66	\$94.70	\$92.81
YF - Vax PFS	\$591.96	\$118.39	\$117.21	\$114.86	\$597.88	\$119.58	\$118.38	\$116.01

Exhibit B

Sanofi Pasteur Product Category Definitions

Therapeutic Class	Product Category	Sanofi Pasteur Qualifying Products	Competitor Measured Products used to determine Category Sales	Category Sales Measurement
Pediatric Acellular Pertussis and HIB containing Vaccines	Pediatric	Pentacel, Daptacel, Quadracel, ActHIB	All forms of Pediarix, Infanrix, Kinrix, PedvaxHIB, and Hiberix	80% Category Sales
Tdap and Td Vaccines	Boosters	Adacel, Tenivac	Boostrix and MassBiologics Td	80% Category Sales
Meningococcal MCV4 Vaccines	MCV4	Menactra	Menveo	80% Category Sales

CONTRACT

18-140


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



Jane Weber, Chairman



Joe Briggs, Commissioner



James L. Larson, Commissioner

Passed & approved at the Commission Meeting held on this 31 day of July, 2018.

Attest

On this 1st day of August, 2018, I hereby attest the above-written signatures of Jane Weber, Joe Briggs and James L. Larson, the Cascade County Commissioners.





RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

Addendum A

City- County Health Depart (MCP)

Group Number 0000364195

Contract Number 0000429819

Contract	Ctr Start Dt	Ctr End Dt	Product NDC	Biological Desc	Brand Name	Doses Per Unit
429819	9/1/2018	9/30/2021	49281019020	Rabies Immune Globulin (Human) USP, Heat Treated	IMOGAM Rabies-HT	1
429819	9/1/2018	9/30/2021	49281021510	Tetanus and Diphtheria Toxoids Adsorbed	TENIVAC	10
429819	9/1/2018	9/30/2021	49281021515	Tetanus and Diphtheria Toxoids Adsorbed	TENIVAC	10
429819	9/1/2018	9/30/2021	49281022510	Diphtheria Tetanus Toxoid Adsorbed (For Pediatric Use)	DT Ped	10
429819	9/1/2018	9/30/2021	49281025051	Rabies Vaccine	IMOVAX Rabies	1
429819	9/1/2018	9/30/2021	49281025251	Rabies Vaccine	IMOVAX Rabies	1
429819	9/1/2018	9/30/2021	49281028610	Diphtheria and Tetanus Toxoids and Acellular Pertussis Vaccine Adsorbed	DAPTACEL	10
429819	9/1/2018	9/30/2021	49281040010	Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis Vaccine Adsorbed	ADACEL	10
429819	9/1/2018	9/30/2021	49281040020	Tetanus Toxoid, Reduced Diphtheria Toxoid and Acellular Pertussis Vaccine Adsorbed	ADACEL	5
429819	9/1/2018	9/30/2021	49281051005	Diphtheria and Tetanus Toxoids and Acellular Pertussis Adsorbed, Inactivated Poliovirus and Haemophilus b Conjugate [Tetanus Toxoid Conjugate] Vaccine	Pentacel	5
429819	9/1/2018	9/30/2021	49281054503	Haemophilus b Conjugate Vaccine (Tetanus Toxoid Conjugate)	ActHIB	5
429819	9/1/2018	9/30/2021	49281056210	Diphtheria and Tetanus Toxoids and Acellular Pertussis Adsorbed and Inactivated Poliovirus Vaccine	Quadracel	10
429819	9/1/2018	9/30/2021	49281058905	Meningococcal (Groups A,C,Y and W-135) Polysaccharide Diphtheria Toxoid Conjugate Vaccine	Menactra	5
429819	9/1/2018	9/30/2021	49281075221	Tuberculin Purified Protein Derivative (Mantoux)	Tubersol 5 TU 10	10
429819	9/1/2018	9/30/2021	49281075222	Tuberculin Purified Protein Derivative (Mantoux)	Tubersol 5 TU 50	50
429819	9/1/2018	9/30/2021	49281079020	Typhoid Vi Polysaccharide Vaccine	Typhim Vi	20
429819	9/1/2018	9/30/2021	49281079051	Typhoid Vi Polysaccharide Vaccine	Typhim Vi	1
429819	9/1/2018	9/30/2021	49281086010	Poliovirus Vaccine Inactivated	I POL	10

429819	9/1/2018	9/30/2021	49281091501	Yellow Fever Vaccine	YF-VAX	5
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Package Desc	Package Size	Price Start Dt	Price End Dt	Base Price	Excise Tax	Total Cost	Cost Per Dose
Vials	2 mL	1/1/2020	9/30/2021	\$450.00	\$0.00	\$450.00	\$450.00
Packages	10x1 Dose Vial	1/1/2020	9/30/2021	\$251.25	\$15.00	\$266.25	\$26.63
Packages	10x1 Dose Syringes	1/1/2020	9/30/2021	\$251.25	\$15.00	\$266.25	\$26.63
Packages	10X1 Dose Vial	1/1/2020	9/30/2021	\$476.48	\$15.00	\$491.48	\$49.15
Vials	1 Dose	1/1/2020	9/30/2021	\$301.63	\$0.00	\$301.63	\$301.63
Vials	1 Dose	7/1/2020	9/30/2021	\$301.63	\$0.00	\$301.63	\$301.63
Packages	Preservative-Free 10x1 Dose	1/1/2020	9/30/2021	\$178.66	\$22.50	\$201.16	\$20.12
Packages	10x1 Dose	1/1/2020	9/30/2021	\$321.39	\$22.50	\$343.89	\$34.39
Packages	5x1 Dose Syringes	1/1/2020	9/30/2021	\$160.69	\$11.25	\$171.94	\$34.39
Packages	5 single-dose vials	1/1/2020	9/30/2021	\$304.18	\$18.75	\$322.93	\$64.59
Packages	5x1 Dose	1/1/2020	9/30/2021	\$47.34	\$3.75	\$51.09	\$10.22
Packages	10 Single-Dose Vials	1/1/2020	9/30/2021	\$400.18	\$30.00	\$430.18	\$43.02
Packages	5x1 Dose	1/1/2020	9/30/2021	\$499.64	\$3.75	\$503.39	\$100.68
Vials	10 Test	1/1/2020	9/30/2021	\$57.92	\$0.00	\$57.92	\$5.79
Vials	50 Test	1/1/2020	9/30/2021	\$226.64	\$0.00	\$226.64	\$4.53
Vials	20 Dose	1/1/2020	9/30/2021	\$1,314.74	\$0.00	\$1,314.74	\$65.74
Syringes	1 Dose	1/1/2020	9/30/2021	\$82.59	\$0.00	\$82.59	\$82.59
Vials	10 Dose	1/1/2020	9/30/2021	\$209.79	\$7.50	\$217.29	\$21.73

Packages	5x1 Dose	1/1/2020	9/30/2021	\$613.86	\$0.00	\$613.86	\$122.77
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Sanofi Pasteur Inc. and City - County Health Department
Amendment to VaxValue Agreement:
364195-429819

This Amendment is effective as of the 1st day of October, 2019 by and between **City - County Health Department** and Sanofi Pasteur Inc.

WHEREAS, **City - County Health Department** and Sanofi Pasteur Inc. have previously entered into a VaxValue Agreement dated September 1, 2018 (the "Agreement"), pursuant to which **City - County Health Department** may purchase vaccine products from Sanofi Pasteur Inc.; and

NOW THEREFORE, the parties hereto agree as follows:

- 1) Section 8 of the Agreement has been revised. It has been deleted in its entirety, and the following language is inserted in lieu thereof:
 8. Product pricing is stated in Addendum A which is inclusive of Tier 1 and Tier 2. These prices are subject to change with thirty (30) days written notice during the term of this Agreement based upon market conditions and/or changes to catalog prices. Provided that **City - County Health Department** meets or exceeds the Qualifying Products and Product Sales Measurement set forth in Table 1 above, Sanofi Pasteur agrees that any price increase on any of the Qualifying Products listed in Addendum A excluding Influenza vaccine, will not exceed a total of four (4%) percent within any calendar year (January-December) of this Agreement.
- 2) Except as modified herein, all provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Amendment as of the day and year first written above.

CITY - COUNTY HEALTH DEPARTMENT

SANOFI PASTEUR INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Tony Pansy

Title: _____

Title: Head of Specialty Sales

Date: _____

Date: _____

Sanofi Pasteur Inc. and City - County Health Department
Amendment to VaxValue Agreement
Contract: 364195 - 429819

This Amendment is effective as of the 1st day of July 2020 by and between **City - County Health Department** and Sanofi Pasteur Inc.

WHEREAS, **City - County Health Department** and Sanofi Pasteur Inc. have previously entered into a VaxValue Agreement dated September 1, 2018 (the "Agreement"), pursuant to which **City - County Health Department** may purchase vaccine products from Sanofi Pasteur Inc.; and

WHEREAS, the parties desire to amend the Agreement in order to modify certain terms and conditions therein.

NOW THEREFORE, the parties hereto agree as follows:

- 1) The attached Addendum A includes an additional NDC for Imovax. The product availability of both Imovax vaccine presentations will follow.
- 2) Addendum AA will be attached to your agreement upon product availability. The format will be consistent with your current pricing addendum. Addendum AA will include Pentacel® formulated with Vero cell-derived IPV and MenQuadfi. These two products are currently licensed. Available shipping and pricing information will follow in a subsequent update.
- 3) Section 2 and Exhibit B are amended to include Pentacel® formulated with Vero cell-derived IPV and MenQuadfi in the Pediatric and MCV4 Product Categories, respectively. Pentacel® formulated with Vero cell-derived IPV will be calculated just as Pentacel is calculated and MenQuadfi will be calculated just as Menactra is calculated. In addition, the MCV4 Product Category is relabeled as MenACWY.
- 4) Except as modified herein, all provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Amendment as of the day and year first written above.

CITY - COUNTY HEALTH DEPARTMENT

By:

Printed Name:

Title:

Date:

SANOFI PASTEUR INC.

By:

Printed Name:

Title:

Date:

August 11, 2020

Contract #20- 129

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Task Order 20-25-5-41-167-0
DPHHS Master Contract
Healthy Montana Families
Home Visiting Program

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-129

BACKGROUND:

The purpose of this contract is to provide home visiting and family support services as required by the Healthy Montana Families program, hereafter referred to as HMF. HMF requires the contractor to implement Parents as Teachers and SafeCare Augmented as the evidence-based home visiting model in the identified service delivery area as identified in the contractor's response to the Request for proposal number 2017_0066JT.

TERM: July 1, 2020 – June 30, 2021

AMOUNT: \$433,323.19

RECOMMENDATION: Approval of Contract #20-129

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-129, Task Order 20-25-5-41-167-0, DPHHS Master Contract Healthy, Montana Families Home Visiting Program

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-129, Task Order 20-25-5-41-167-0, DPHHS Master Contract Healthy, Montana Families Home Visiting Program

TASK ORDER 20-25-5-41-167-0
TO CASCADE COUNTY UNIFIED GOVERNMENT MASTER CONTRACT
THAT COVERS THE PERIOD OF JULY 1, 2020 – JUNE 30, 2025
Healthy Montana Families Home Visiting Program

SECTION 1: PARTIES

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are PO Box 202951, Helena, MT 59620 and 406-444-6940 and Cascade City-County Health Department (hereinafter referred to 81-6001343, 115 4th St. S. Great Falls, MT 59401, and (406) 791-9262 for the purpose of committing the Contractor to provide health related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 2: PURPOSE

The purpose of this contract is to provide home visiting and family support services as required by the Healthy Montana Families program, hereafter referred to as HMF. HMF requires the contractor to implement Parents as Teachers and SafeCare Augmented as the evidence-based home visiting model in the identified service delivery area as identified in the contractor's response to the Request for Proposal number 2017-0066JT.

SECTION 3: SERVICES TO BE PROVIDED

The Contractor must provide home visiting services to prenatal women, young children, and their families as required by Parents as Teachers and SafeCare Augmented and as outlined in Provision of Services section of Request for Proposal number RFP2017-0066JT and all subsequent updated budgets and timelines/work plans, as negotiated between HMF and CONTRACTOR. The Contractor is expected to enroll families in HMF services with the intent to serve them through the full term of the model (through completion of all modules for SafeCare Augmented, for at least 2 years for Parents as Teachers and Family Spirit, and to the child's second birthday for NFP).

Ongoing renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of five years, at the option of the State.

A. The Contractor agrees to:

1. Implement the models and provide to HMF any updates or changes to implementation plans approved by the model developer and document that they continue to be an approved, certified, or accredited model site.
2. Follow the model reporting and quality standards and guidelines and maintain status as an approved model site.
3. Ensure that the Contractor's assigned home visitor(s), the supervisor(s) and any data entry staff who will be entering data into the program data system for HMF complete the HMF program training prior to serving clients.
4. Ensure that all staff (home visitor(s), supervisor(s), and administrators, if required by the model) complete all required model-specific training.
5. Provide qualified staffing that meets the home visiting model requirements and infrastructure to support HMF and provide services according to the model and HMF requirements. Changes in staffing will be reported to HMF as soon as possible.
6. Provide a DUNS number prior to HMF. All contractors for MIECHV funds must have a D&B Data Universal Numbering System (DUNS) number. A DUNS number is required for every application for a new award or renewal/continuation of an award. A DUNS number may be acquired at no cost by calling the dedicated toll-free DUNS number request line at 1-866-705-5711 or you may request a number online at <http://fedgov.dnb.com/webform>.
7. Ensure that all staff (home visitor(s) and supervisor(s)) complete all trainings required by HMF, including but not limited to trainings on the required screening/assessment tools, HMF data collection, and the HMF data system.
8. Provide HMF with an updated client consent form within 30 days after the start of the contract and whenever changes are made. Consent forms must meet the organization, HMF, and model requirements and should note that client data will be shared with HMF. Obtain consent from all clients that enroll in HMF funded home visiting services.
9. Determine participant eligibility and give priority to providing services to families listed in Public Laws 111-148 and 111-152, Subtitle IV – Maternal and Child Health Services, Sec. 2951, Maternal, infant, and early childhood home visiting programs. The priority populations are:
 - a. low income (below 200% of the federal poverty level);
 - b. pregnant women who have not attained age 21;
 - c. history of child abuse or neglect or interactions with child welfare services;
 - d. history of substance abuse or need substance abuse treatment;
 - e. users of tobacco products in the home;
 - f. low student achievement;
 - g. child with developmental delays or disabilities; and
 - h. families that include current or former members of the armed forces.
10. Develop, implement, and maintain a formal system for obtaining referrals to the HMF program, with other early childhood program partners. Referral resources for HMF clients shall include at a minimum:
 - a. WIC

- b. Family Planning
- c. Prenatal care (OB/GYNs, Family Practice, NPs, etc.)
- d. Hospitals
- e. Community Health Centers (CHCs)/Federally Qualified Health Centers (FQHCs)

Referral plans will be submitted to HMF at least annually and referrals must be entered into the HMF data system.

11. Develop, implement, and maintain a formal system for referring HMF clients to needed services, with other early childhood partners. Referral resources for HMF clients shall include at a minimum:
 - a. WIC
 - b. Family Planning
 - c. Smoking cessation, i.e. MTUPP
 - d. Prenatal care (OB/GYNs, Family Practice, NPs, etc.)
 - e. Health insurance resources, including Medicaid and CHIP
 - f. Primary care providers and key medical resources (immunization providers, well-child check resources, lead screening partners, etc.)
12. Coordinate client referrals and services with other HMF funded programs in the community.
13. For all clients served through HMF, document services and referrals provided at each visit and follow-up on referrals on the model-required and HMF data system forms. HMF data system forms are provided by HMF via the HMF Groupsites community and via the HMF data system.
14. For all clients referred to HMF funded services, enter referral source information and the outcome of the referral in the HMF data system per HMF policies and procedures manual.
15. Provide visits to clients on a schedule consistent with the model requirements throughout the client's enrollment in the HMF funded services. For sites implementing PAT, the initial visit frequency schedule is based on guidance for high-risk clients, which requires a minimum of every other week visits for at least the first year of enrollment.
16. Conduct screenings and assessments with clients, using the tools and schedule identified by HMF, and retaining screening results in the client's record. Timelines for completing screenings and forms are provided by HMF and model providers.
17. Collect and submit all required data for HMF clients using the data system and/or forms provided by the model developers and HMF and according to the data system standards. Data on referrals and home visiting services must be entered into the HMF data system within five (5) business days of each visit/client encounter.
18. Work with an early childhood (ie. Best Beginnings) coalition to involve community partners in supporting and sustaining the home visiting services, including developing referral networks, addressing barriers to services, coordinating services, acting as the home visiting advisory group, etc.

19. Participate in regular conference calls, meetings, and site visits as requested by the HMF staff.
20. Conduct and report on site specific continuous quality improvement activities at least quarterly.
21. Participate in evaluation and continuous quality improvement (CQI) activities with HMF (Attachment C).
22. Submit a budget modification request when the modification changes the amount in a budget category by 15% or more, unless the total amount changed is less than \$500.
23. Submit copies of contracts, MOUs, or providers agreements with sub-contractors to HMF.
24. Submit Monthly Implementation Site Reports to HMF (Attachment A).
25. Submit regular Monthly Expenditure to HMF (Attachment B).
26. Submit documents such as job descriptions, receipts, training certificates, etc. upon request from HMF.
27. Contractor performance expectations include:

Program Area	Performance indicator
Caseload	<i>NFP, PAT and Family Spirit:</i> Achieve and maintain 85% or more of the contract caseload filled with actively participating clients (clients with at least one completed visit within the last 90 days). <i>SafeCare Augmented:</i> Achieve and maintain 85% or more of the contract caseload filled with actively participating clients (clients with at least one completed visit within the last 60 days).
Retention	1) Minimize enrolled families that are exited due to loss of contact, lack of interest, or lack of time or participation to less than 15%.
Data management	1) 100% of referral and home visit data are entered into HMF data system within 5 business days.

The contractor's performance and capacity to deliver the required services will be a consideration in continued funding, with potential to reduce funding per HMF Policy 100-50, "Performance Expectations."

B. The Department agrees to:

1. Provide guidance and consultation as needed for the performance of the project and maintaining fidelity to home visiting model and HMF requirements, including but not limited to site visits, conference calls, and annual meetings.
2. Provide reporting requirements and tools for monthly, quarterly, and annual reports.
3. Provide training and technical assistance on HMF program requirements, policies and procedures, data collection procedures, forms, measures, continuous quality

improvement, and project evaluation.

4. Provide training, access, and technical assistance for the HMF data system.

SECTION 4: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

Performance of this task order shall begin July 1, 2020 and the services provided pursuant to Section 3 must be completed by June 30, 2021. All reports and deliverables required by Sections 3 and 5 below must be received by the dates noted.

SECTION 5: COMPENSATION

- A. In consideration of the services provided through this contract, the Department will pay the Contractor up to \$433,323.19 as follows for the services outlined in Section 3. The funding must be spent in accordance with the Health Resources and Services Administration (HRSA) and HMF requirements for the funding, which require funds to be used on evidence-based home visiting services. The Contractor must submit a proposed budget for the contract period and monthly expenditure reports. The final amount of funding released will be based on the total approved expenditures reported on the Expenditure Reports. Costs must be allocable and allowable under the funding source. Funding must be spent within the contract period. Contractors must retain all records pertaining to financial transactions under the contract (invoices, timesheets, travel expenses, etc.). Such documentation is subject to review upon request on a schedule determined by HMF and during site visits. Carryover is not allowed. Unspent funding must be returned to the Department.
- B. This is a performance-based contract. Therefore, funding/payments to the Contractor will be partly based upon the review and approval of the deliverables outlined in Section 3A, according to the following schedule: All monthly expenditure reports must be received by the Department no later than 30 days following the end of the month. Expenditure reports received after 60 days will not be paid by the Department.
- C. The majority of contract funds will be released monthly based on review and approval of the contractor's performance, budget documents, Monthly Implementation Site Reports, CQI Reports, and Expenditure Reports.

SECTION 6: SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. The Contractor must provide home visiting services to prenatal women, young children, and their families as required by MODEL(s) and as outlined in Provision of Services section of Request for Proposal number 2017-0066JT and all subsequent updated budgets and timelines/work plans, as negotiated between HMF and CONTRACTOR.

- B. Ongoing renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of five years, at the option of the State.
- C. The total payment under this contract may not exceed \$433,323.19 and is contingent upon receipt of funding from the United States Department of Health and Human Services and the Contractor's provision of HMF services as outlined in this contract. The source of funding for this contract is from the Maternal, Infant, and Early Childhood Home Visiting Program, CFDA's 93.505 and 93.870 through the Health Resources and Services Administration, United States Department of Health and Human Services, and Montana State General Fund and the Tobacco Trust Settlement Fund.

SECTION 7: LIAISONS AND SERVICE OF NOTICES

- A. Leslie Lee (406-444-6940, LLee2@mt.gov) will be liaison for the Department.
- B. Jo-Viviane Jones (406-791-9262, jjones@cascadecountymt.gov) will be liaison for the Contractor.

These persons serve as the primary contacts between the parties regarding the performance of the task order.

- C. 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 8: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this contract. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified below:

Kristen Rogers, 406-444-4743, Kristen.Rogers@mt.gov is the Bureau Chief for the Early Childhood and Family Services Division. The Division Bureau Chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained then the Contractor may request a review and determination to be made by the division administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the administrator to present its reasons or position on the disagreement. If the division administrator cannot resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the Contractor in writing.

SECTION 9: SCOPE OF TASK ORDER

This task order consists of 8 numbered pages, and Attachment A: expressly referenced as Monthly Implementation Site Report, Attachment B: expressly referenced as Monthly Expenditure Report, and Attachment C: expressly referenced as CQI Storyboard & PDSA cycles.

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 _____

Jamie Palagi, Administrator
Department of Public Health & Human Services
Early Childhood and Family Services Division
1625 11th Avenue
Helena MT 59620
(406) 444-6676

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY MONTANA

By: _____ Date _____

James L. Larson, Chairman

By: _____ Date: _____

Joe Briggs, Commissioner

By: _____ Date: _____

Joe Briggs, Commissioner

ATTEST

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

Rina Fontana Moore, Clerk & Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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

Approved as to form:

Rhonda Grandy, Contracts Officer
State Procurement Bureau

Date

ATTACHMENT A

Monthly Implementation Site Report

General Report Guidance

1. This report serves as a summary of operations for a given month. Please provide information that reflects what occurred overall in the program during the reporting month so that DPHHS and HRSA can understand your progress, challenges, celebrations, etc. If you reported on a topic the previous month there is no need to repeat that topic unless there is an update.
2. Complete both sections of the report (table and narrative) for each model funded under your contract.
3. Complete both the table and narrative sections of the report.
4. Submit each monthly report by the 15th of the following month to mtmechv@mt.gov.
5. Monthly report data should only include information on clients served with Healthy Montana Families (HMF) funds. If you would like to note information on clients served with other funding sources, please include it in your Quarterly Report in the "Sustainability Activities & Community Partnerships" narrative section.

Table Reporting Guidance

The data included in the "Clients" and "Families/Households" "Home Visits" and "Data Since Enrollment Began" sections of the table are produced in a report called "Monthly Implementation Site Report" in MTmechv (except for NFP sites, which must get some data from ETO). If your agency's contract includes two models you should report the information for each model separately.

1. **Program Information:** This information is established at the start of the contract and should not change unless the program has consulted with and received the approval from HMF. Report any vacancies or proposed changes to these fields in the narrative.
2. **Client Data, Family/Household Data, Home Visit Data, and Data Since Enrollment Began:** The data reported in these sections are used to monitor the performance of each site and the state overall. They also provide what the state is required to report to HRSA on a monthly and quarterly basis.

Narrative Reporting Guidance:

1. **Staffing:** Report any changes to staffing (e.g. new hires, resigning staff, changes in staffing that effect caseload and program practice) by the type of position (home visitor, supervisor, other staff). If no changes have occurred, you may report "No changes".
2. **Trainings:** Report names/titles, dates, and topics.
3. **Caseload:** Report fluctuations in the enrolled caseload and reasons for enrollment, attrition, and exiting clients.
4. **Participant Recruitment:** Information in this section should include your client recruitment efforts; referral sources, programmatic and/or organizational efforts to recruit families during the month you are reporting on, i.e. health fairs, community events, educational materials about the program, etc. A general description of your efforts in this area is sufficient.
5. **Participant Retention:** Highlight strategies used to retain families in the program. Include planned strategies, and successful and unsuccessful implemented strategies for how you retain clients; strategies to increase, maintain (or reduce, if applicable) caseload.
6. **Community and Participant Groups:** Include Group Connections, Meet and Greets, family forums, and other family and community engagement activities. If no community or participant groups have occurred during this month, you may report "None".
7. **Key points for this month:** Report briefly on challenges and success for the month. Report key points and takeaways that you would like to highlight and share with DPHHS and HRSA.

Name		NAME	NAME
Program Information funded under contract <i>(Should not change except with HMF approval)</i>	1. Rural, frontier, or urban		
	2. Total home visitor FTE(s)		
	3. Number of home visitor(s)		
	4. Supervisor FTE		
	5. Number of supervisor(s)		
	6. Other staff FTE(s)		
	7. Total number of staff in contract		
	8. Supervisor staff to home visitor staff ratio (#5 : #3)		
	9. Funded caseload number		
	10. Funded caseload number divided by the total home visitor FTE		
Clients	NEW: # of clients newly enrolled during the reporting period and still enrolled as of the last day of the reporting period		
	CONTINUING: # of clients who continued enrollment through the reporting period (i.e. had an enrollment date before the start date of the report and were still enrolled as of the last day of the reporting period)		
	TOTAL CURRENT ENROLLED: # of clients enrolled as of the last day of the reporting period		
	COMPLETED: # of clients who completed the program during the reporting period (according to model specific definitions)		
	STOPPED: # of clients who exited the program during the reporting period without completing the model (according to model specific definitions)		
	TOTAL EXITED: # of clients who exited (completed the program or stopped receiving services) during the reporting period		
	SERVED: # of clients served during the reporting period (i.e. enrollment date before or during the reporting period and an exit date during or after the reporting period)		
Families/ Households <i>Families/ households can also be used as a reflection of the number of caregivers receiving services.</i>	NEW: # of families newly enrolled during the reporting period and still enrolled as of the last day of the reporting period		
	CONTINUING: # of families who continued enrollment through the reporting period (i.e. had an enrollment date before the start date of the report and were still enrolled as of the last day of the reporting period)		
	TOTAL CURRENT ENROLLED: # of families enrolled as of the last day of the reporting period		
	COMPLETED: # of families who completed the program during the reporting period (according to model specific definitions)		
	STOPPED: # of families who exited the program during the reporting period without completing the model (according to model specific definitions)		
	TOTAL EXITED: # of families who exited (completed the program or stopped receiving services) during the reporting period		
	SERVED: # of families served during the reporting period (i.e. enrollment date before or during the reporting period and an exit date during or after the reporting period)		
Home Visits	# of home visits completed during the reporting period		
Data Since Enrollment Began	# of home visits completed since enrollment began		
	# of clients enrolled since enrollment began		
	# of families enrolled since enrollment began		

Narrative

- Staffing/changes in FTE as of the last day of the month (include the position type, name of staff member, number of FTE (i.e. 0.5, 1.0, 0.25, etc.), and whether the vacancy is temporary:
 - Home visitor vacancies:
 - Supervisory vacancies:
 - Other staff position vacancies:

- Trainings:
- Caseload:
 - Active Enrollment is defined as clients who have received a home visit to model fidelity in the last 90 days with the exception of SafeCare where it is the last 60 days. Please report in the MISR, your site's ongoing averages for the following:
 - 6 month average active enrolled caseload
 - 12 month average active enrolled caseload
- Participant Recruitment:
- Participant Retention:
- Community and Participant Groups:
- Key points for this month:
 - Successes:
 - Challenges:

Healthy Montana Families Monthly Expenditure Report - Attachment B

Contract Number:	
Contractor:	

Submit this report to Healthy Montana Families via mtmechv@mt.gov and copy your program consultant

	Budget Category	Amount Expended	Narrative describing expenditures in detail for each budget category
A.	Salaries	\$0.00	
B.	Fringe	\$0.00	
C.	Travel	\$0.00	
D.	Supplies	\$0.00	

E.	Contractual		
		\$0.00	
F.	Other		
		\$0.00	
Total Expenditures		\$0.00	

Contractor Approval

REQUIRED SIGNATURES (may be original or electronic)

The signatures below must be for two different people

Authorized Representative Signature
Date

Fiscal Officer Signature
Date

STATE USE	
Date report received:	
Amount of \$ released prior to report:	
Feedback to site needed (Yes or No):	
Approved by financial specialist (date and initials):	
Approved by program manager (date and initials):	
Notes:	
State funding released:	\$
Federal funding released:	\$

Salaries*

Name	Position	FTE	Hourly Rate	Hours	Amount
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
				Total	0.00

*Please include pay period dates in the narrative and note anything out of the ordinary ie.
Nov is a 3 pay period month

Salaries Guidance: List all staff funded (home visitors, supervisors, administrative, support staff, data entry) under the contract. Include FTE, job title/position funded under the grant, and hourly rate or salary. The hours/time reflected in the costs should reflect actual time worked. If a staff person was doing work or training for another program for part of their time, that time should not be paid for by the MIECHV/HMFP program

Fringe*

Name	Position	FTE	Amount
			Total
			0

*Include explanation of what fringe consists of in narrative and the percentage it is budgeted for.

Fringe Guidance: List all fringe benefits for all staff funded with funding source being reported.

Reporting in Narrative Example:

- Employee benefits are calculated at 30% of salary/wage costs and include health care costs, life insurance, retirement benefits, sick leave, vacation, and personal leave

Travel*

Per Diem

[illegible]

Lodging

Name	Date	Rate	Number of Nights	Total
				0
				0
				0
				0
			Total	0

Mileage

[illegible]

Airfare

Name	Destination	Date	Amount
		Total	0

Misc*

Name	Item	Date	Amount
		Total	0

*Include registration, parking, transportation, rental car, baggage, etc in Misc category

Total Travel

0

*Include what each travel charge is for in narrative (training, home visiting, meeting, etc)

Travel Guidance: Report all travel that occurred in the month and associated costs. Contractors are expected to keep a log of mileage and/or fuel costs related to travel for the home visiting services as the basis for reporting travel costs.

Narrative Examples:

- Mileage for home visits, 224 miles. Quarterly Meeting travel for 2 people: 2 night hotel, per diem was for 3 days
- Travel expenses for PAT training in St. Louis, MO, which includes airfare, accommodations, per diem, registration, and training costs.

Supplies*

Item	Amount
Total	0

*List supplies separately

Supplies Guidance: Describe all supplies purchased in the month and note how and when purchased supplies are related to the model guidance and/or activities. "Office supplies" is not descriptive enough; more detail must be included about what was purchased (markers, toner, pens, paper, etc.) All computers must be approved by the HMF State Staff prior to purchase. For computers costing more than \$1300, a quote, bid, or invoice for the computer must be submitted if the program is requesting to fund the computer fully with HMF funds. The cost should be cost-shared with other funding sources whenever possible, and particularly if the computer will be used for other programs. Computers must be compatible with the MTmechv system (Windows-based with Internet Explorer). Computer requests are reviewed on a case-by-case basis. Purchase of tablets and iPads must be approved in advance. Such devices may be consistent with the home visiting services and justifiable, depending on the program's proposed use. See the Additional Funding Request Guidance for the questions to address if requesting to purchase tablets. See also Policy #400-10 Allowable Expenditures for guidance.

Contractual*

Contractor Name	Amount
Total	0

*Use a Separate Expenditure Report for each Subcontractor

Contractual Guidance: Contractual costs are typically for services that are paid out of the main contract to someone providing a service. Applicants are responsible for ensuring that their organization or institution has in place an established and adequate procurement system with fully developed written procedures for awarding and monitoring all contracts. Applicants must provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables. If contracts are for home visiting services, the costs must be provided on a separate expenditure report.

Other

Item	Amount
Total	0

Other Guidance: This category is for indirect costs and all other expenses that do not fit in the other categories. Provide an explanation of each cost in this category. In some cases, rent, utilities, and insurance fall under this category if they are not included with the administrative costs. This category includes administrative costs, which are costs incurred for common or joint objectives which cannot be readily identified but are necessary to the operations of the organization, e.g., the cost of operating and maintaining facilities, depreciation, and administrative salaries.



2020 Continuous Quality Improvement Summary Report

Guidance: Progress reports are due four (4) times per calendar year as indicated in the chart below. Submit all reports to mtmachw@mt.gov

Quarter	Date Range	Report Due Dates*
Q1	1/1/2020 to 3/31/2020	4/10/2020
Q2	4/1/2020 to 6/30/2020	7/10/2020
Q3	7/1/2020 to 9/30/2020	10/9/2020
Q4	10/1/2020 to 12/31/2020	1/11/2021

*Report due dates apply to both state and local LIA teams. LIAs will submit individual reports to their Program Consultant. State team will submit internally to CQI lead.

Quarter	Q1 <input type="checkbox"/>	Q2 <input type="checkbox"/>	Q3 <input type="checkbox"/>	Q4 <input type="checkbox"/>
CQI Team Members participating this quarter				
Number of CQI team meetings this quarter:				
CQI Team Coordinator				
Name:				
Email:				
CQI TOPIC				
Strengths/celebrations of the CQI team's work				
Challenges encountered in the CQI process				
CQI topic(s) addressed during the last quarter				
Will you adopt, adapt, or abandon this CQI topic? <input type="checkbox"/> Adopt <input type="checkbox"/> Adapt <input type="checkbox"/> Abandon (explain below)				
Next CQI Cycle Topic and Description				

August 11, 2020

Contract #20-130

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Task Order 19-07-1-01-176-0, Amendment 2
DPHHS Local and Tribal Public Health System
Improvement Grant

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-130

BACKGROUND:

The purpose of the original task order was to engage with local public health agencies in Montana and to assist them in completing a community health assessment. The first amendment provided additional funds for the development of a workforce development planning process that includes a workforce development plan, documentation of distribution of the plan to key staff, and a completed work plan. Amendment Number Two extends the term of the contract through December 31, 2020.

TERM: September 1, 2019 – December 20, 2020

AMOUNT: n/a

RECOMMENDATION: Approval of Contract #20-130

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-130, Amendment Number Two, Local and Tribal Public Health System Improvement Grant

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-130, Amendment Number Two, Local and Tribal Public Health System Improvement Grant

CONTRACT AMENDMENT NUMBER TWO
CONTRACT FOR WFD Plan Grant Funding
CONTRACT NUMBER 19-07-1-01-176-0

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services (the "Department"), whose address and phone number are 1400 N. Broadway, Helena, MT 59602 and 406-444-9352 and the Cascade City-County ("Contractor"), whose federal ID number, mailing address, fax number, and phone number are 81-6001343, 115 4th St. S., Great Falls, MT 59401, 406-454-6959, and 406-791-9260, respectively (collectively, the "Parties").

Effective August 31, 2020 this Contract is amended as follows. Existing language has been struck; amended language underlined.

SECTION 2: SERVICES TO BE PROVIDED, will be amended as follows:

- A. The Contractor agrees to provide the following services while participating in the Local and Tribal Public Health System Improvement Grant between September 1, 2019 and ~~August 31, 2020~~ December 31, 2020:
1. through 9. Remain the same
 10. Share the completed workforce development plan with Department of Public Health and Human Services and the Montana Health Care Foundation due ~~August 31, 2020~~ December 31, 2020.
 11. Completion of a post-grant survey due ~~August 31, 2020~~ December 31, 2020.
- B. The Department agrees to provide the following services while administering in the Initiative to Improve the Health of Montanans through Local and Tribal Public Health ~~between September 1, 2019 and August 31, 2019~~ thru December 31, 2020:
1. through 4. Remain the same

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE, will be amended as follows:

Performance of this task shall begin September 1, 2019, and the services provided pursuant to Section 2, must be completed by ~~August 31, 2020~~ December 31, 2020.

SECTION 4: COMPENSATION, will be amended as follows:

This is a performance-based contract, therefore:

- 1) Funding/payments to the Contractor will be based upon the review and approval of the deliverables outlined in Section 2:
 - a. through f. Remain the same
 - g. The final payment of \$2000 will be made upon review and approval of the task order deliverables (due on ~~August 31, 2020~~ December 31, 2020).

SECTION 9: SCOPE OF TASK ORDER

This task order consists of five pages, and Amendment One and Amendment Two.

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Contract Number **19-07-1-01-176-0** remain unchanged.

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Todd Harwell, Division Administrator

BOARD OF COUNTY COMMISSIONERS CASCADE COUNTY MONTANA

By: _____ Date: _____
James L. Larson Chairman

By: _____ Date: _____
Jane Weber, Commissioner

By: _____ Date: _____
Joe Briggs, Commissioner

ATTEST

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

Rina Fontana Moore, Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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

August 11, 2020

Agenda #1

Agenda Action Report

Prepared for the Cascade County Commission

ITEM: Resolution 20-46
List of Tax Delinquent Properties

INITIATED AND PRESENTED BY: Paige Smith, Property Tax Supervisor
Treasurer's Office

BACKGROUND: On Monday, June 1, 2020, the Treasurer's office submitted delinquent lists for the personal property taxes and real property taxes pursuant to MCA § 15-16-701 to the Board of County Commissioner for review and any corrections.

Statute requires that the list contains personal property taxes that have been delinquent for 5 or more years and provides the following information for each respective property: (1) the name and address of the delinquent taxpayer; (2) the amount of the delinquent taxes, plus interest, penalties, and costs, if any; and the date the taxes became delinquent.

Statute further requires that the list may contain real property taxes that have been delinquent for 5 or more years and have a tax lien attached within at least 3 years before the June 1, 2020. The list must contain the following information for each respective property: (1) the name and address of the delinquent taxpayer; (2) the amount of the delinquent taxes, plus interest, penalties, and costs, if any; (3) the real property identification number; (4) the legal description of the property; (5) the date the taxes became delinquent; and (6) the date the county treasurer attached the tax lien to the property.

Since its June 1, 2020 submittal of delinquent lists for the personal property taxes and the real property taxes, the Treasurer's Office has received no requests that any corrections to the tax deficiency list be made and duly noted in the record. Accordingly, the Treasurer's Office requests the Board make an order cancelling all personal property taxes and contractual obligations contained in the list or lists and cancel any real property taxes by order.

RECOMMENDATION: Having reviewed the list of tax deficiency properties, order cancellation of all personal property taxes and contractual obligations contained in the list or lists and cancel any real property taxes by order.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chairman, I move that the Commission **APPROVE**, Resolution 20-46, the list of tax deficiency properties as an accurate and complete list that meets all statutory requirements set forth in MCA §§ 15-16-701 and 15-24-212 and thereby order cancellation of all personal property taxes and contractual obligations contained in the list or lists and cancel any real property taxes by order.

MOTION TO DISAPPROVE: Mr. Chairman, I move that the Commission **DISAPPROVE**, Resolution 20-46, the list of tax deficiency properties as it does not satisfy the requirements set forth in MCA §§ 15-16-701 and 15-24-212 and direct staff to make the noted corrections to the tax deficiency list.

BEFORE THE BOARD CASCADE COUNTY COMMISSIONERS

RESOLUTION #20-46 CANCELING

**ALL REAL ESTATE TAXES, PERSONAL PROPERTY TAXES CONTAINED IN THE
TAX DEFICIENCY LISTS FOR REAL ESTATE, PERSONAL PROPERTY
AND MOBILE HOMES**

RESOLUTION 20-46

WHEREAS, the Board of County Commissioners has, pursuant to MCA § 7-5-2101, jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county in all cases where no other provision is made by law; and

WHEREAS, pursuant to MCA § 7-5-2102, the Board of County Commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to make and enforce such rules for its government, the preservation of order, and the transaction of business as may be necessary; and

WHEREAS, pursuant to MCA § 15-16-701, the Cascade County Treasurer prepared and submitted to the Board of County Commissioners lists of real estate taxes and personal property taxes that are not a lien on real estate and have been delinquent for five (5) years or more on June 1, 2020; and

WHEREAS, the County Treasurer's Office presented the lists at a public meeting on June 1, 2020; and

WHEREAS, pursuant to MCA §§ 15-16-702 and 15-24-212, the Board of County Commissioner has the authority to cancel all real estate taxes, personal property taxes, and mobile home taxes, and contractual obligations contained in the lists; and

WHEREAS, the Board of County Commissioners examined the lists attached hereto for real estate taxes, personal property taxes and mobile home taxes, and determined that no corrections were necessary to the lists; and

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners Orders cancellation of delinquent real estate taxes in the amount of \$640,155.95, mobile home taxes in the amount of \$9,382.13 and personal property taxes in the amount of \$5,247.56 and that all penalty and interest applicable to such taxes be stricken.

Passed and adopted this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Jim 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.

August 11, 2020

Agenda #2

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Award: Professional Services for Sun Prairie Roads Overlay Project Schedule 3**

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

ACTION REQUESTED: **Approval of Contract 20-131**

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

BACKGROUND:

Cascade County Public Works Department is looking to begin a maintenance overlay project, for phase 3, in the community of Sun Prairie, located just West of town. Cascade County is looking for an engineering firm to contract the documents for bidding the final phase of this overlay project. Cascade County only reached out to Big Sky Civil & Environmental Inc, of Great Falls, MT, because they have been prequalified for these services through our process, and they were the firm that performed the documents for phases 1 & 2, so they are most familiar with the area, and the project proposal, because they already have the data, this will allow them to keep the cost down for the county. Phase 3 will consist of Sun Prairie Village including, but not limited to Sun Prairie RD, Washington, Vanburen, Truman, and 2nd St West.

RECOMMENDATION:

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 20-131, proposal from Big Sky Civil & Environmental Inc, for the professional service's agreement, for the Sun Prairie schedule 3 maintenance overlay project, for a total cost of \$9,773.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 20-131, proposal from Big Sky Civil & Environmental Inc, for the professional service's agreement, for the Sun Prairie schedule 3 maintenance overlay project, for a total cost of \$9,773.00."

Preventative Maintenance Engineering & Construction Services

Sun Prairie Village PM Overlay West of Sun Prairie Road

7/24/2020

ESTIMATED MANHOURS - COSTS AND REIMBURSABLES

ENGINEERING & SURVEY TASK	Project Manager	Project Engineer	Survey Crew(2-man)	Survey Crew(1-man)	Survey Technician	CADD Technician	Materials Technician	Clerical	Totals
Rate	\$110.00	\$85.00	\$225.00	\$135.00	\$74.00	\$78.00	\$65.00	\$40.00	
Preliminary Coordination, Research & Field Review									
Site Walkthrough & Treatment Id.	6								\$ 660.00
Misc. Meetings & Field Review	2								\$ 220.00
									\$ -
Pick-up Site Survey									
Load Equipment/Travel					1				\$ 74.00
Survey - Data Collection				4	1				\$ 614.00
Travel/Unload/Transfer Data					1				\$ 74.00
Mapping						6			\$ 468.00
									\$ -
Develop Contract Documents									
Typical Section & Milling Connections						1			\$ 78.00
Quantity Computations/Summaries	2					6			\$ 688.00
Preliminary Plans	1					6			\$ 578.00
Preliminary Contract Documents		2							\$ 170.00
Plans Review	2	1							\$ 305.00
Final Plans/Specifications	2	2				12		2	\$ 1,406.00
Engineers Estimate	2								\$ 220.00
Final Plan Review/Pre-Advertise Mtg.	1	1							\$ 195.00
Construction Services									
Bidding/Addenda	1	1							\$ 195.00
Contractor Q & A	1								\$ 110.00
Submittal Review	1								\$ 110.00
Bid Opening/Award	2	1							\$ 305.00
Marking Special Treatment Areas	4				2				\$ 588.00
Contract Administration	1	2							\$ 280.00
Spot Inspection	8	4							\$ 1,220.00
Miscellaneous Meetings/Coordination	6								\$ 660.00
Final Walkthrough	4								\$ 440.00
									\$ -
									\$ -
									\$ -
Total Hours	46.0	14.0	0.0	4.0	5.0	31.0	0.0	2.0	
SUBTOTAL HOURLY	\$5,060.00	\$1,190.00	\$0.00	\$540.00	\$370.00	\$2,418.00	\$0.00	\$80.00	\$9,658.00
Lab Tests - To be determined									
LAB TEST SUBTOTAL(+10%)									\$0.00
MISCELLANEOUS COSTS (out of pocket estimated)									
Mileage(6 mi. one way)									\$65.00
Field Materials(Paint, Stakes)									\$50.00
ATV									
Total Miscellaneous									\$115.00
TOTAL ESTIMATE									\$9,773.00

August 11, 2020

Agenda #3

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Motor Graders Bid Award

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract Award

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

The Cascade County Public Works Department went out to public bid for three (3) or more 2020 or newer All-Wheel Drive Motor Grader(s) in order to upgrade their existing fleet. Bid packet availability was published in the Great Falls Tribune on July 19, July 22, and July 26th, and posted on the Cascade County web site. Hard copies were available at the Public Works Department facility located at 279 Vaughn S. Frontage Rd. Sealed bids were due on Friday, July 31, 2020 at 1:00 pm, in the Cascade County Commissioners Office. Bids were then publicly opened and read aloud. Bids were provided by RDO Equipment Company and Tractor & Equipment Company, both of Great Falls. RDO bid for a 2020 John Deere 872G and Tractor and Equipment Company bid for a 2020 Caterpillar 160AWD. The RDO and T&E bids, both met the desired specifications. Of the two submitted net purchase prices per machine, RDO bid \$350,850.00 per machine and T&E bid of \$340,975.00 per machine. RDO offered a total of \$834,000.00 towards four (4) county trade-in's, and T&E offered \$865,600.00 towards four (4) county trade-in's.

RECOMMENDATION:

Cascade County Staff, after reviewing bid proposals for four (4) or more 2020 or newer Caterpillar All Wheel Drive Motor Grader(s), recommends awarding Contract 20-132 to Tractor and Equipment Company of Great Falls, for a total cost to Cascade County of \$498,300.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission accept the Contract 20-132, bid proposal from Tractor and Equipment Company for four (4) 2020 or newer Caterpillar All Wheel Drive Motor Graders for a total purchase price, less trade-ins, of \$498,300.00 and instruct staff to complete the purchasing process."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission not accept Contract 20-132, bid proposal from Tractor and Equipment Company for four (4) 2020 or newer Caterpillar All Wheel Drive Motor Graders for a total purchase price, less trade-ins, of \$498,300.00."

CAPITAL ACQUISITION REQUEST FORM

Completion of this form is **MANDATORY PRIOR** to any Capital Asset Purchase

Date of Request _____

Name of Department Requesting: Public Works

Budgeted for this fiscal year Yes

Full Account Number 4015-484-C0100 900.940

Equipment Requested: (4) 2020 Caterpillar 160 AWD Motor Graders

Vendor Tractor & Equipment Co

Cost \$498,300.00

Were at least 3 quotes received No . Please attach all quotes to this form

Elected Official/Department Head Approval 

Signature Required

I have reviewed this purchase for budget authority and find it in order.

Budget Officer _____

Signature Required

Two Commissioners are required to approve prior to ordering.

Chairman Of the Board

Approve / Disapprove

Commissioner

Approve / Disapprove

Commisioner

Approve / Disapprove

This form and an inventory control form must be attached to your purchase order

BID FORM

The undersigned Bidder hereby covenants and agrees to provide three (3) or more, 2020 or newer, diesel powered, articulated frame all-wheel drive motor graders, as described in the Specifications, for the price stated. The bidder understands that this bid is effective for thirty (30) days from the date of opening. All lines on the Bid Form must be completed.

Motor Grader Manufacturer Caterpillar Inc. Model & Year 160AWD / 2020 or Newer

Net purchase price (without trade) including warranty costs,
F.O.B. Cascade County Shop at Great Falls, Montana (each) \$ 340,975.00

Less trade in for:

Used 2015 CAT 160M3 Motor Grader, Serial # N9K00125 \$ 215,530.00*

Used 2015 CAT 160M3 Motor Grader, Serial # N9K00126 \$ 215,530.00*

Used 2016 CAT 160M3 Motor Grader, Serial # N9T00213 \$ 217,270.00*

Used 2016 CAT 160M3 Motor Grader, Serial # N9T00214 \$ 217,270.00*

5 Yr / 5,000 Hr total machine warranty (in lieu of 4 Yr. / 4,000 Hr.) \$ 4,556.00

6 Yr / 6,000 Hr total machine warranty (in lieu of 4 Yr. / 4,000 Hr.) \$ 17,633.00

7 Yr / 7,000 Hr total machine warranty (in lieu of 4 Yr. / 4,000 Hr.) \$ 26,267.00

Proposed delivery date: Up to 150 days from receipt of order.

Current Governmental Fixed Interest Rate: 3.25 %.

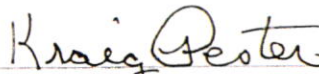
NOTE: CASCADE COUNTY RESERVES THE RIGHT TO KEEP ANY OR ALL OF THE PIECES OF EQUIPMENT FOR PROPOSED TRADE-IN, AND IN SUCH EVENT, THE BALANCE AMOUNT WILL BE INCREASED IN A LIKE AMOUNT, OR AMOUNTS. THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE MOTOR GRADER, AND MAY NOT BE REBUCED FOR THE VALUE OF ANY OF THE PROPOSED EQUIPMENT FOR TRADE-IN.

Bidder's Name Tractor & Equipment Co.

Bidder's Address 4001 River Drive North

Great Falls, Montana 59405

Bidder's Phone No. 406.761.7900


Bidder's Signature

*Subject to 50% or better tires, three ripper shanks, CrossSlope working, 1,000 hr. service, machine cleaned up.

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by and between Cascade County, and _____, hereinafter referred to as the seller, and is meant to describe the terms and conditions for the sale by seller and the purchase over time by Cascade County of _____, diesel powered, articulated frame all-wheel drive motor graders as described in the specifications.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. Item Purchased. The seller agrees to sell and provide, and Cascade County agrees to purchase the _____ certain motor graders with associated equipment, for the sale price of \$ _____.

The specific equipment to be purchased over time is more specifically described as follows:

2. Payment Terms. Cascade County shall make annual payments for the equipment in the amount of \$ _____ to the seller. The first payment will be made within 30 days of delivery by the seller, and all subsequent payments shall be due annually on or before the anniversary date of the first payment. The seller shall be required annually to submit a claim form pursuant to Cascade County policy, with the claim form having been submitted prior the 25th day of the month prior to the month in which the payment is due.

3. Delivery Date. Time is of the essence in this agreement. The seller shall deliver the motor graders and associated equipment to Cascade County no later than _____. If full delivery is not made by such date, the parties hereby agree that Cascade County shall be entitled to liquidated damages in the amount of \$50.00 for each day past such deliver date until full delivery takes place. Cascade County may choose to waive its receipt of liquidated damages.

4. Contract Documents. The parties understand and agree that there are various documents which are an integral part of this contract, and by this reference are fully incorporated herein: to include all of the documents which are part of the Bidder's Package.

5. Insurance. Delivery shall be F.O.B. Cascade County Shop at Great Falls, Montana. The seller shall be responsible for insuring the motor graders until they are both delivered and off- loaded to Cascade County. Cascade County shall not be responsible for loss until such time, and then upon unloading the equipment the obligation for insurance shall be the responsibility of Cascade County.

6. Venue for Disputes. Should any dispute arise regarding this contract, proper venue shall be in the District Court of the Eighth Judicial District, in and for Cascade County, Montana.

7. Binding Effect. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties.

Dated this _____ day of _____, 2020.

CASCADE COUNTY:

Chairman

ATTEST:

Rina Fontana Moore, Clerk and Recorder

Successful Bidder

BID FORM

The undersigned Bidder hereby covenants and agrees to provide three (3) or more, 2020 or newer, diesel powered, articulated frame all-wheel drive motor graders, as described in the Specifications, for the price stated. The bidder understands that this bid is effective for thirty (30) days from the date of opening. All lines on the Bid Form must be completed.

Motor Grader Manufacturer John Deere Model & Year 872G/2020

Net purchase price (without trade) including warranty costs,
F.O.B. Cascade County Shop at Great Falls, Montana (each) \$ 350,850.00

Less trade in for:

Used 2015 CAT 160M3 Motor Grader, Serial # N9K00125 \$ 204,000.00

Used 2015 CAT 160M3 Motor Grader, Serial # N9K00126 \$ 204,000.00

Used 2016 CAT 160M3 Motor Grader, Serial # N9T00213 \$ 213,000.00

Used 2016 CAT 160M3 Motor Grader, Serial # N9T00214 \$ 213,000.00

5 Yr / 5,000 Hr total machine warranty \$ 3,135.00

6 Yr / 6,000 Hr total machine warranty \$ 9,470.00

7 Yr / 7,000 Hr total machine warranty \$ 15,596.00

Proposed delivery date: 85 days From Award or Sooner

Current Governmental Fixed Interest Rate: 3.45 %.

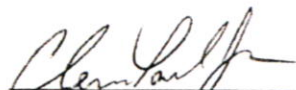
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Bidder's Name RDO Equipment Co

Bidder's Address 4900 Tri Hill Frontage Road

Great Falls, MT 59404

Bidder's Phone No. 406-452-8521


Bidder's Signature

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by and between Cascade County, and _____, hereinafter referred to as the seller, and is meant to describe the terms and conditions for the sale by seller and the purchase over time by Cascade County of _____, diesel powered, articulated frame all-wheel drive motor graders as described in the specifications.

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7. Binding Effect. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties.

Dated this _____ day of _____, 2020.

CASCADE COUNTY:

Chairman

ATTEST:

Rina Fontana Moore, Clerk and Recorder

Successful Bidder