

RESOLUTION NO. 3883

**A RESOLUTION APPROVING A MONTANA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT TO PROVIDE FUNDING
FOR PREPARATION OF AN ACTIVE TRANSPORTATION PLAN.**


WHEREAS, the City of Miles City desires to contract for the development and preparation of an Active Transportation Plan;

AND WHEREAS the City has been awarded a Montana Department of Commerce Community Development Block Grant to assist with the funding of said project, and desires to accept said grant and enter into a grant contract with the Montana Department of Commerce;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The "Montana Department of Commerce Community Development Block Grant Contract #MT-CDBG-15PL-09" between the City of Miles City and the Montana Department of Commerce, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Contract on behalf of the City of Miles City and to bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED
QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS
26th DAY OF JANUARY, 2016.**


John Hollowell, Mayor

ATTEST:


Lorrie Pearce, City Clerk

**MONTANA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
CONTRACT #MT-CDBG-I5PL-09**

This Contract is entered into by the City of Miles City (DUNS #134230325) Montana (the Grantee), and the Montana Department of Commerce, Helena, Montana, (the Department).

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

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for project activities approved by the Department under the Montana Community Development Block Grant Program (hereinafter "Program") for FFY 2015.

Section 2. AUTHORITY

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

Section 3. APPLICATION INCORPORATED BY REFERENCE

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

Section 4. ACCEPTANCE OF CDBG PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable parts of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§ 5301, et seq.; the applicable Department of Housing and Urban Development (HUD) regulations, including but not limited to 24 CFR Part 570 and Form HUD-4010, as now in effect or as they may be amended during the term of this contract; all administrative directives and procedures established by the Department, including the most recent version of the CDBG/NSP Grant Administration Manual; and all other applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, or resolutions.
- (b) The Grantee agrees that all contracts entered into by it for the completion of the activities described in Section 6, SCOPE OF WORK will require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, and resolutions, including the most current version of the CDBG Application Guidelines for Housing, Public Facilities and Economic Development Planning Grants, as amended.
- (c) The Grantee expressly agrees to repay to the Department any funds advanced to the

Grantee under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any other applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate upon October 6, 2016, unless terminated earlier in accordance with the terms of this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between October 7, 2015 and October 6, 2016. All Requests for Funds must be submitted to the Department within 60 days after the Department's approval of the Grantee's Project Completion Report.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only upon obtaining the prior written approval of the Department.
- (d) The Department may grant a Contract extension upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least 60 days prior to the termination date of the Contract.

Section 6. SCOPE OF WORK

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

- Prepare an Active Transportation Plan;
- provide the final product both in one (1) printed and one(1) electronic copy; and
- limited administration of this Contract, in accordance with the current version of the CDBG Application Guidelines for Housing, Public Facilities and Economic Development Planning Grants.

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$20,100.
- (b) A copy of the Project Budget is attached hereto as Exhibit B to this Contract and specifically incorporated herein by this reference. Any changes to the budget as proposed and incorporated within this contract require a written request to, and approval by, the Department.
- (c) Any authorized funds not expended under this grant by October 6, 2016 or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other CDBG projects.

Section 8. METHOD OF REIMBURSEMENT

- (a) The Department will authorize the Grantee to draw up to \$20,100 against the funding reserved for it by the Department. In drawing against the reserved amount, the Grantee will follow the instructions supplied by the Department in the most current CDBG Application Guidelines for Housing, Public Facilities and Economic Development Planning Grants.
- (b) The Department agrees to reimburse the Grantee as set forth in this Section for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after October 7, 2015, supported by adequate documentation submitted by the Grantee, and upon the Department's approval of the Grantee's Request for Funds. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department in the most current CDBG Application Guidelines for Housing, Public Facilities, and Economic Development Planning Grants.
- (c) Payment to the Grantee for approved Project activities under the Contract will generally be in accordance with the disbursement schedule listed below:
 - (i) Payment #1 – 50% of the grant award amount will be available after the Department receives a draft of the Project deliverables, documenting that the Grantee is adequately proceeding toward the preparation of a complete and acceptable final product; and
 - (ii) Payment #2 – The remaining 50% of the grant award amount will be available after the Department receives a final copy of all required deliverables to be completed under the Contract, a Project Completion Report, the Grantee's final Request for Funds and proof of match.
- (d) In order to request payment from the Department, grantees must submit a Request for Funds Form with supporting documentation including invoices detailing the project expenses incurred and a breakdown of hourly billing rate by employee, activity, and timeframe, as applicable. To receive final payment, the grantee must also include both a hard copy and an electronic copy of the planning deliverables (PAR, PER, etc.). Commerce will determine, in its sole discretion, whether supporting documents for a request for payment are sufficient and adequate to approve reimbursement; the

Department may request additional documentation as needed. If the grantee fails to obligate expenses on or before the termination date of the grant contract, Commerce cannot reimburse the grantee planning grant award funds, unless the grantee can demonstrate, to the satisfaction of Commerce, a reasonable basis for the delay in requesting reimbursement. All documentation and requests for funds must be received by the department within 60 days of termination of the grant contract.

- (e) The Department will not reimburse the Grantee for any costs incurred prior to October 7, 2015; for any expenses not included in Exhibit B or an approved adjustment thereto; for any ineligible expenses as set forth in the CDBG Application Guidelines for Housing, Public Facilities and Economic Development Planning Grants; or for any expenses not clearly and adequately supported by the Grantee's records. Project expenses incurred are contingent upon the Grantee's completion of Section 18, SPECIAL PROJECT START-UP CONDITIONS.
- (f) As further set forth in Section 23 TERMINATION OF CONTRACT, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.
- (g) The Department is allowed 15 working days to process a Request for Funds once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-CDBG funds, the Department may, at its discretion, suspend the distribution of CDBG funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (i) If actual Project expenses are lower than projected by the Grantee in Exhibit B, or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application, the Department, at its discretion, may reduce the amount of CDBG grant funds to be provided to the Grantee under this Contract in proportion to all other project funding sources.
- (j) The Department of Commerce may, at its discretion, withdraw from the Grantee the commitment of any CDBG funds that remain undispersed 24 months after October 7, 2015.
- (k) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (l) At the request of the Department, Requests for Funds for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with contract requirements.

- (m) If needed, the Grantee's travel expenses, meals, and lodging will be reimbursed at the prevailing local rate at the time such expense is incurred. The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.
- (n) The Department will issue a final Project closeout approval when the grantee has fulfilled all requirements as set forth in the most current version of the CDBG Application Guidelines for Housing, Public Facilities and Economic Development Planning Grants.
- (o) If any obligations remain as of the date of Project closeout, the Department shall prepare and the parties shall execute a Closeout Agreement specifying the conditions and requirements governing those remaining obligations, in accordance with the requirements set forth in 24 CFR § 570.509(c).

Section 9. REPORTING REQUIREMENTS

- (a) **Quarterly Update Report:** During the term of this Contract, the Grantee will submit a quarterly update report, if requested by the Department. This report shall follow the report format specified in the most recent version of the CDBG Application Guidelines for Housing, Public Facilities and Economic Development Planning Grants, and shall describe the status of the Project with respect to the activities set forth in Section 6, SCOPE OF WORK, including, at a minimum, the percentage complete, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered and any necessary scope, implementation or budget modifications requested.
- (b) **Project Progress Reporting:** During the term of this Contract, the Grantee will submit a Project Progress Report with any Requests for Funds. The report will describe the use of the funds requested for each administrative and activity line item. The report should also describe any anticipated changes in the budgeted amounts.
- (c) **Status of Fund Reporting:** During the term of this Contract, the Grantee will submit a Status of Funds Report with any Requests for Funds.
- (d) **Project Completion Report:** Upon completion of the Project, the Grantee will submit a final Project Completion Report for approval by the Department. The Project Completion Report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon receipt of the Project Completion Report, the Department will issue the Notice of Project Close-out.

Section 10. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. The Grantee shall designate a liaison

that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this Contract shall be coordinated between the State's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:

Maria Jackson (or successor)
CDD Planning Specialist, MDOC
301 S. Park Avenue
PO Box 200523
Helena, MT 59620-0523
406-841-2770
mjackson3@mt.gov

For the Grantee:

Dawn Colton, Grants Administrator
City of Miles City
PO Box 910
Miles City, MT 59301
406-234-6339
dawncolton@milescity-mt.org

Section 11. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, for a period of four (4) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Miles City, Montana.
- (b) The Grantee shall provide the Department, HUD, Comptroller General of the United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance, or their authorized agents access to any records necessary to determine contract compliance.
- (c) The Grantee agrees to include in first-tier subcontracts under this Contract a clause substantially the same as paragraph 11(a) and (b).

Section 12. PROJECT MONITORING

- (a) The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6, SCOPE OF WORK, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

- (b) Failure by the Grantee to proceed with reasonable promptness to take necessary corrective actions shall be a default. If the Grantee's corrective actions remain unacceptable, the Department may terminate this Contract in whole or in part, pursuant to the provisions of Section 23, TERMINATION OF CONTRACT.

Section 13. COMPLIANCE WITH APPLICABLE LAWS

The Contractor must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 and the Patient Protection and Affordable Care Act ("Affordable Care Act"). Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with Mont. Code Ann. § 49-3-207, the Contractor agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract. Compliance with the Affordable Care Act requires Contractor to provide healthcare coverage for its employees, who provide services for the State, work for 30 or more hours per week and their dependents under the age of 26, and provide coverage that meets the minimum essential coverage, minimum value, and the affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and would otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

Section 14. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with Section 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of the monies, and delivery of services provided through this Contract.

Section 15. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Parts 84, 85, and 570.611, and with sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, (as applicable), and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or

potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.

- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 16. OWNERSHIP AND PUBLICATION OF MATERIALS

- (a) All reports, information, data, and other materials prepared by the Grantee pursuant to this Contract are the property of the Grantee and the Department, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Grantee and the Department.
- (b) To the extent the funds awarded under this Contract will be used by any small business firm or non-profit organization, as defined in 37 C.F.R. 401.2, such firm(s) or organization(s) are subject to the standard patent rights clause set forth in its entirety in 37 C.F.R. 401.14 and specifically incorporated herein by this reference.

Section 17. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- (a) The Grantee may assign, transfer, or subcontract any portion of this Contract, however, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the State a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the State.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 18. SPECIAL PROJECT START-UP CONDITIONS

- (a) The Grantee will not obligate or utilize funds for any activities provided for by this Contract until:
 - (i) The Grantee completes an Environmental Review Record and the Department issues a Notice of Release of Funds; however, upon receiving written authorization from the Department, the Grantee may

incur administrative costs necessary for the preparation of the Environmental Review Record and for planning activities defined as exempt under 24 CFR Part 58.34.

- (ii) The Grantee submits to the Department evidence of the firm commitment of the other financial resources necessary for the completion of the Project as defined in Section 6, SCOPE OF WORK, and Exhibit A, within the budget set forth in Exhibit B.
 - (iii) The Grantee submits to the Department and the Department approves an acceptable Project Budget and Implementation Schedule.
 - (iv) The Grantee completes the civil rights activities described in Chapter 5, "Civil Rights," of the current version of the Department's CDBG Grant Administration Manual. The Department, at its sole discretion, may approve a deferral of certain elements of this requirement.
 - (v) Other conditions, as needed, including the Signature Certification and Designation of Depository Forms.
- (b) Within nine (9) months of the date of the announcement of the tentative grant award letter issued by the Department October 7, 2015, the Grantee shall have completed all necessary arrangements to assure that the other financial resources necessary for the completion of the Project are available for commitment to and participation in Section 6, SCOPE OF WORK in order to guarantee timely Project completion. If the Grantee fails to secure the commitment of all other financial resources for the Project within this timeline, the Department will withdraw the tentative award and reallocate the funds, unless the Grantee can demonstrate the existence of unusual or extenuating circumstances that justify an extension of time.

Section 19. HOLD HARMLESS AND INDEMNIFICATION

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

Section 20. INSURANCE

- (a) General Requirements. Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to

property which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.

- (b) General Liability Insurance. At its sole cost and expense, the Grantee shall purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory Tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) Professional Liability Insurance. Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.
- (d) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Grantee shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy at any time, including endorsements.

Section 21. DEBARMENT

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

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Section 22. CONTRACT AMENDMENT

- (a) Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.
- (b) The Department will agree to an amendment only if the Grantee clearly demonstrates that the modification is justified and will enhance the overall impact of the original Project. The Department will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the Project's original ranking. If warranted, the Department will analyze the impact of the proposed modification on the scores assigned to the Grantee's application in the original grant competition.
- (c) The Department will not approve amendments to the SCOPE OF WORK or the BUDGET that would materially alter the circumstances under which the original application was reviewed by the Department.

Section 23. TERMINATION OF CONTRACT

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

- (a) The Department may, by written notice to the Grantee, terminate this Contract in whole or in part at any time the Grantee or any of its contractors, subcontractors, or subrecipient entities fails to perform this Contract or materially fails to comply with any term of this Contract, whether stated herein or in any applicable local, state or federal law, regulation, administrative directive, procedure, ordinance, or resolution. Upon such failure(s), the Department may take one or more of the following actions, as appropriate in the circumstances:
 - i) Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the Department;
 - ii) Disallow all or part of the cost of the activity or action not in compliance;
 - iii) Wholly or partly suspend or terminate the grant for the Project;
 - iv) Withhold further grants to the Project or to the Grantee;
 - v) Take other remedies that may be legally available.
- (b) Any costs or expenses incurred by the Grantee from obligations arising during a suspension or after termination of the grant pursuant to this Section are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently in writing thereafter. Other necessary and not reasonably avoidable Grantee costs incurred during suspension or after termination are allowable if:

- i) They result from obligations properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, noncancellable; and
 - ii) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (c) The Department may terminate this Contract in whole or in part at any time with the consent of the Grantee, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion of the Contract to be terminated;
- (d) The Grantee may terminate this Contract in whole or in part at any time with the consent of the Department upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion of the Contract to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety under paragraph (a) of this section.
- (e) The Department may, at its sole discretion, terminate or reduce the scope of this Contract if available funding sources are eliminated or reduced for any reason. If a termination or modification is so required, the Department will, if sufficient Program funds are available, compensate the Grantee for eligible Project expenses incurred by the Grantee as of the revised termination date. The Department will give the Grantee written notice of the effective date of the modification or termination of this Contract and, if a reduction in funding is required, will provide the Grantee with a modified Project budget.

Section 24. DEFAULT

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

Section 25. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

Section 26. FORCE MAJEURE

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

Section 27. SEPARABILITY

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 dependent.

Section 28. NOTICE

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

Section 29. NO ARBITRATION

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

Section 30. REFERENCE TO CONTRACT

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

Section 31. NO WAIVER OF BREACH

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

Section 32. JURISDICTION AND VENUE

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

Section 33. INTEGRATION

The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

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

CITY OF MILES CITY:

DocuSigned by:
John L. Hollowell 1/26/2016
004631E108024D8

John Hollowell, Mayor Date

MONTANA DEPARTMENT OF COMMERCE:

DocuSigned by:
Kelly A. Lynch 1/27/2016
0C462B20190E4C1

Kelly A. Lynch, Administrator Date
Community Development Division

**EXHIBIT A
PROJECT IMPLEMENTATION SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CITY OF MILES CITY
CONTRACT # MT-CDBG-15PL-09**

TASK	MONTH
PROJECT START UP	
Preparation of MDOC Contract	December 2015
PROCUREMENT OF PROFESSIONAL ASSISTANCE ¹	
Submit Request for Proposals (RFP) to DOC for approval, if required ²	Complete
Publish RFP	Complete
Select professional	Complete
Execute agreement with professional	Complete
PROJECT IMPLEMENTATION	
Prepare draft plan/report	May 2016
Submit interim Request for Funds	June 2016
Public review and comment	July-Aug 2016
Finalize plan/report	September 2016
PROJECT CLOSEOUT	
Submit final document	October 2016
Submit final Request for Funds and Project Completion Report	October 2016

¹ Including professional engineers, architects, and community development consultants, etc.

² Architectural and engineering services must be procured in compliance with Section 18-8-201, MCA.

**EXHIBIT B
PROJECT BUDGET
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CITY OF MILES CITY
CONTRACT #MT-CDBG-15PL-09**

BUDGET for CDBG Planning Grant				
	SOURCE: CDBG	SOURCE: <i>Match – City of Miles City</i>	SOURCE: MDT	TOTAL
Professional Services	\$20,100	\$9,900	\$120,000	\$150,000
Other				
TOTAL Planning Project	\$20,100	\$9,900	\$120,000	\$150,000

CONTRACT INFORMATION SHEET

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

Contract Number: MT-CDBG-15PL-09 Division: _____

Contractor's Name: Miles City Comm Development

Approved As To N/A

Form Name: _____

Approved As To N/A

Form Email _____

Contractor (Signee) Name: John Hollowell, Mayor

Contractor's Email: mayor@milescity-mt.org

Contractor's Address: PO Box 910, Miles City Vendor Number: _____

59301

Attest Name: N/A

Attest Email: N/A

Duns or FIN Number: _____ Begin Date: _____

(Federal Funds Required) 10/7/2015

Amount: \$ 20,100.00

Organization Number: 606305 End Date: _____

RFP Number (if app.): _____ 10/6/2016

Program Number: _____

Liaison: Maria Jackson Bureau Chief: _____

Liaison Email: mjackson3@mt.gov Bureau Chief email: amouch@mt.gov Date _____

Liaison Phone: 841-2550 Division Admin. _____

Division Admin. email: klynch@mt.gov Date _____

Signatures: _____

Division Admin DocuSigned by: Kelly A. Walsh 11/13/2016 Carbon Copies: ☐

Fiscal Review DocuSigned by: Jeri Quince 11/13/2016 Liaison: ☐

Legal Counsel DocuSigned by: Amy Fitzpatrick 11/13/2016 Director (> \$200K): ☐

Deputy Director (<\$25K): ☐

FileNet ☐

____ Secretary of State: ☐

____ BIA: ☐

____ Clerk of Court: ☐

Certificate Of Completion

Envelope Id: 75D18673D78841D3A9A5AE3875050E73

Status: Completed

Subject: Montana Department of Commerce Contract #MT-CDBG-15PL-09 for signature.

Source Envelope:

Document Pages: 18

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Contracts Admin

AutoNav: Enabled

PO Box 200501

Envelope Stamping: Enabled

Helena, MT 59620-0505

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

doccontracts@mt.gov

IP Address: 161.7.59.13

Record Tracking

Status: Original

Holder: Contracts Admin

Location: DocuSign

1/11/2016 1:50:04 PM

doccontracts@mt.gov

Signer Events

Signature

Timestamp

KELLY A. LYNCH

KLYNCH@MT.GOV

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Kelly A. Lynch
8C462B20198E4C1...

Sent: 1/11/2016 1:55:38 PM

Viewed: 1/13/2016 8:23:30 AM

Signed: 1/13/2016 8:24:11 AM

Using IP Address: 161.7.59.15

Electronic Record and Signature Disclosure:

Accepted: 1/13/2016 8:23:30 AM

ID: 8a683404-4b5c-4059-bf50-86048cd95b59

Teri Juneau

tjuneau@mt.gov

Fiscal Manager

MT Dept of Commerce

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Teri Juneau
8EA5FB151FFB413...

Sent: 1/13/2016 8:24:13 AM

Viewed: 1/13/2016 8:34:28 AM

Signed: 1/13/2016 8:34:39 AM

Using IP Address: 161.7.59.15

Electronic Record and Signature Disclosure: ...

Not Offered

ID:

Amy Fitzpatrick

AFitzpatrick@mt.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Amy Fitzpatrick
2811103F18DE42E...

Sent: 1/13/2016 8:34:40 AM

Viewed: 1/13/2016 8:41:36 AM

Signed: 1/13/2016 8:42:36 AM

Using IP Address: 161.7.59.15

Electronic Record and Signature Disclosure:

Accepted: 1/13/2016 8:41:36 AM

ID: 94b37952-79b9-4e50-8431-f6f9592367f5

John L Hollowell

mayor@milescity-mt.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:
John L. Hollowell
094631E106024D0...

Sent: 1/13/2016 8:42:38 AM

Viewed: 1/14/2016 9:44:06 AM

Signed: 1/26/2016 8:22:25 PM

Using IP Address: 64.89.211.179

Electronic Record and Signature Disclosure:

Accepted: 1/26/2016 8:20:49 PM

ID: ba4395ec-9c25-415a-8494-cde812296823

Signer Events

KELLY A. LYNCH
KLYNCH@MT.GOV

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

EC46782019BE4C1

Using IP Address: 161.7.59.15

Timestamp

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Signed: 1/27/2016 10:06:29 AM

Electronic Record and Signature Disclosure:

Accepted: 1/27/2016 10:06:17 AM

ID: 9af878ba-15b9-4cd9-8506-9e0ae6b8ff39

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Allison Mouch
amouch@mt.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered
ID:

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Maria Jackson
mjackson3@mt.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 12/30/2014 9:09:47 AM
ID: b3a455df-1ecb-44cc-a240-3a9b4ca5c895

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Doug Mitchell
DMitchell2@mt.gov

Deputy Director

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/10/2014 11:30:07 AM
ID: c6108f88-efcc-40d5-88b1-e307a890c320

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Sent: 1/27/2016 10:06:32 AM

Cyndi Davis
CDavis3@mt.gov

Payroll and Benefits Accountant

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/11/2015 10:59:52 AM
ID: 46b2df8f-3fae-4d03-88cb-04cf1c375862

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Notary Events**Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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1/27/2016 10:06:32 AM

Certified Delivered

Security Checked

1/27/2016 10:06:32 AM

Envelope Summary Events

Status

Timestamps

Signing Complete
Completed

Security Checked
Security Checked

1/27/2016 10:06:32 AM
1/27/2016 10:06:32 AM

Electronic Record and Signature Disclosure

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How to contact MT Dept of Commerce:

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

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

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

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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SIGNATURE CERTIFICATION FORM

Montana Department of Commerce
Montana Community Development Block Grant Program
301 S. Park Avenue
PO Box 200523
Helena, Montana 59620-0523

This is to certify that the following officials are authorized to sign requests for payment of Montana Community Development Block Grant Program (CDBG) funds for the:

Grantee: City of Miles City

Address: PO Box 910, Miles City, MT 59301

CDBG Planning Grant Contract #: MT-CDBG-15PL-09

1.


Signature

John Hollowell

Typed Name

Mayor

Title

2-3-14
Date

2.


Signature

Lorrie Pearce


Typed Name

City Clerk

Title

2-3-16
Date

3.


Signature

K Dawn Colton

Typed Name

Planner-in-Training

Title

2/4/2016
Date

*A minimum of one signature is required on this form.

**DESIGNATION OF DEPOSITORY
FOR DIRECT DEPOSIT OF CDBG FUNDS**

SECTION 1 (To be completed by CDBG Grant Recipient)

The Stockman Bank, PO Box 250, Miles City, MT 59301
Name, Address and ZIP Code of Grant Recipient's Bank

has been designated as the depository for all funds to be received from the Montana Department of Commerce resulting from CDBG Contract No.

MT- CDBG-15PL-09 for deposit to: ☒ checking or ☐ savings

City of Miles City 1010019457 092905249

Account Name / Account # / American Bankers Association # (ABA -Routing/Transit)

City of Miles City PO Box 910, Miles City, MT 59301

Name of Grant Recipient

Address



Mayor

*Signature of Chief Elected Official
or Executive Officer*

*Title of Chief Elected Official
or Executive Officer*

2-3-14
Date

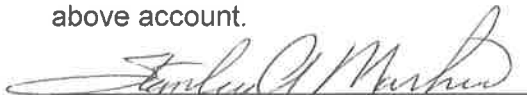
Section II (To be completed by the bank)

The account identified in Section I has been established with this bank. All necessary documentation, including a power of attorney where necessary, which will legally enable this depository to receive state warrants from the State Auditor's Office for deposit to:

City of Miles City 1010019457
Account Name and/or Number

Stockman Bank of MT PO Box 250 Miles City, MT 59301
Name of Bank *Address*

The Depository hereby agrees to immediately notify the Recipient when a deposit is made in the above account.


Signature of Authorized Bank Officer

President - Miles City Market
Title of Authorized Bank Officer

2-2-16
Date