

RESOLUTION NO. 4056

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF COMMERCE COAL BOARD CONTRACT TO ASSIST IN THE PURCHASE OF AN AMBULANCE.

WHEREAS, the Montana Department of Commerce Coal Board has awarded a grant to the City of Miles City in an amount not to exceed \$50,000.00 to assist in the purchase of an ambulance for Miles City Fire & Rescue;

AND WHEREAS, the Board has presented the City with a Contract setting forth the obligations of the parties with respect to such grant;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The "Montana Department of Commerce Coal Board Contract #MT-CB-17-0818," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this 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 bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and 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, AT A DULY CALLED MEETING THIS 13TH DAY OF JUNE, 2017.


John Hollowell, Mayor

ATTEST:


Lorrie Pearce, City Clerk

**MONTANA DEPARTMENT OF COMMERCE
COAL BOARD
CONTRACT #MT-CB-17-0818**

This Contract is entered into by the City of Miles City, Montana (the Grantee), and the Montana Coal Board (the Board).

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

Section 1. PURPOSE

The purpose of this Contract is to provide funding for project activities approved by the Coal Board (hereinafter "Board" or "Program") for which the Grantee has applied for grant funds pursuant to Sections 90-6-201 et seq., Montana Code Annotated (MCA).

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 6, Part 2, MCA, and the Administrative Rules of Montana, Title 8, Chapter 101. The Board is attached to the Department for administrative purposes under Section 2-15-1821, MCA. The Department provides staff for the Board, and the Department and its staff are specifically authorized to direct and supervise the budgeting, recordkeeping, reporting, and related administrative and clerical functions of the Board with respect to this Contract. (Section 2-15-121, MCA.)

The Grantee warrants that it is eligible for Coal Board grants as required by Title 90, Chapter 6, Part 2, MCA, and has the statutory authority to make expenditures to provide for the particular government service or facility funded under this Contract.

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 Board and/or the Department (collectively, the "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws, regulations, ordinances, and resolutions, as now in effect or as may be amended during the term of this Contract, and all administrative directives and procedures that may be established or amended by the Board and/or the Department, including all of the provisions, guidelines, and requirements set forth on the Board's website at: <http://comdev.mt.gov/Boards/Coal>.
- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 SCOPE OF WORK will require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state,

and federal laws, regulations, administrative directives, procedures, ordinances, and resolutions established by the Board and/or the Department.

- (c) The Grantee agrees that the Project will adhere to all applicable design standards and building codes and obtain all applicable federal, state, and local permits required for the project.
- (d) The Grantee expressly agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on March 31, 2019 or upon approval of Grantee's Project Completion Report by the Department, whichever is earlier, unless otherwise terminated in accordance with Section 23 of this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between December 19, 2016 and prior to the date of termination of the Contract pursuant to Section 5(a). All Requests for Reimbursement must be submitted to the Department within 90 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 per 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 as set forth in the Grantee's application for Program assistance, including any written modifications resulting from the review of the applications by the Program and/or the Department. The Grantee will use Program funds for the following major components of the Project:

- Purchase of ambulance

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$50,000.
- (b) A copy of the preliminary Project budget is attached hereto as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget, which, upon receipt and approval by the Department, will supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract and binding upon the Grantee.
- (c) For budget adjustments of ten percent (10%) or less between line items of the Board portion of Exhibit B, Department approval of the Request for Reimbursement form will constitute approval of the budget adjustment. The Grantee shall describe the rationale for a budget adjustment and note the adjustments in the Request for Reimbursement submitted to the Department. Budget adjustments in excess of 10% must be approved in advance by the Department.
- (d) Any authorized funds not expended under this grant by the completion date referenced in Section 5 or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other Board projects.

Section 8. METHOD OF REIMBURSEMENT

- (a) The Board and/or Department will not release any Program funds to the Grantee until the Grantee has obtained firm commitments for all other financial resources to be involved in the Project, as defined in Section 6 SCOPE OF WORK and Exhibit B. The Grantee may not expend or obligate any Program funds, other than for administrative purposes, until the Board and/or Department determines that this condition has been satisfied.
- (b) The Board agrees to reimburse the Grantee on an actual cost basis for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after December 19, 2016 supported by adequate documentation submitted by the Grantee, including but not limited to all claims and vendor invoices, and upon approval by the Board and/or Department of the Grantee's Request for

Reimbursement. In drawing against the reserved amount, the Grantee will follow the instructions supplied by the Department.

- (c) The Department agrees to reimburse the Grantee as set forth in this Section for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after December 19, 2016, supported by adequate documentation submitted by the Grantee, and upon the Department's approval of the Grantee's Request for Reimbursement. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained, as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) The Department will not reimburse the Grantee for any costs incurred prior to December 19, 2016; for any expenses not included in Exhibit B or an approved adjustment thereto; for any ineligible expenses as set forth in the Program application or guidelines; or for any expenses not clearly and adequately supported by the Grantee's records.
- (e) At the request of the Department, Requests for Reimbursement for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with contract requirements.
- (f) As further set forth in Section 4 ACCEPTANCE OF PROGRAM REQUIREMENTS and 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 and Grantee agrees to repay to the Board any funds advanced under the Contract.
- (g) Unless otherwise stated herein, the Department is allowed fifteen (15) working days to process a Request for Reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall be required to provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) 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 Board, at its discretion, may reduce the amount of Program funds to be provided to the Grantee under this Contract in proportion to the decrease in overall Project cost.
- (i) 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-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.

- (j) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (k) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 9. REPORTING REQUIREMENTS

- (a) Project Progress Reports. During the term of this Contract, the Grantee will submit project progress reports to the Department in conjunction with each Request for Reimbursement. These reports will describe the status of the activities set forth in Section 6 SCOPE OF WORK, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. The report must also provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any Request for Reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) 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. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the State's liaison and the Grantee's liaison. The liaisons for this this Contract are:

For the Board and the Department:

Anne Pichette (or successor)
Coal Board Administrative Officer, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2598
anpichette@mt.gov

For the Grantee:

John Hollowell, Mayor
City of Miles City
17 South 8th Street
Miles City, MT 59301
cityclerk@milescity-mt.org

Section 11. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to provide the Board, Department, Montana Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA.)
- (b) 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 three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Miles City, Montana.

Section 12. PROJECT MONITORING

- (a) The Board, the Department, or any of their authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with the SCOPE OF WORK, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Board and/or 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 Board may terminate this Contract in whole or in part, or reduce the contract award to reflect the reduced value of services received.

Section 13. COMPLIANCE WITH APPLICABLE LAWS

- (a) The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act ("Affordable Care Act"), and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. Any subletting or subcontracting by the Grantee will subject subcontractors to the same provisions.

- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.
- (c) The Affordable Care Act requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

Section 14. ACCOUNTING, COST PRINCIPLES, AND AUDITING

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

Section 15. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, 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

All reports, information, data, and other materials prepared by the Grantee, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the Grantee and the Board and/or Department, which all have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Grantee and the Board and/or Department.

Section 17. PROPERTY MANAGEMENT AND EQUIPMENT

Title to real property or capital equipment acquired under a grant or subgrant will vest upon acquisition in the Grantee or subgrantee, respectively. The Grantee may not transfer title to any real property or capital equipment acquired in whole or in part with the funds provided under this Contract without first receiving the Board's written approval of the transfer. The Grantee is liable to the Board for the value of any real property or capital equipment disposed of in violation of this provision.

Section 18. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. 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. The Grantee shall not otherwise assign or transfer any portion of this Contract without the express written consent of the Board and/or Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationship exists between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 19. HOLD HARMLESS AND INDEMNIFICATION

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

omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, subcontractors, under this Contract.

Section 20. INSURANCE

- (a) General Requirements. Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, 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) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at <http://rmt.d.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>) for loss or damage for any building related to the use of grant proceeds, and all related improvements and contents therein, on a replacement cost basis throughout the term of the Contract.
- (e) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Grantee shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department

reserves the right to request complete copies of Grantee's insurance policy at any time, including endorsements.

Section 21. DEBARMENT

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

Section 22. CONTRACT AMENDMENT

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.

Section 23. TERMINATION OF CONTRACT

This Contract may only be terminated as follows:

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

the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 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 all 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 forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 28. NOTICE

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons 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 the 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

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

Section 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 hereto have caused this Contract to be executed.

City of Miles City:

<u>John Hollowell</u>	5/23/2017
John Hollowell, Mayor	Date

ATTEST:

<u>Lorrie Pearce</u>
Laurie Pierce, Clerk and Recorder

APPROVED AS TO FORM:

<u>Daniel Rice</u>
Daniel Rice, Attorney

<u>John Williams</u>	5/24/2017
John Williams, Chair	Date
Montana Coal Board	

Exhibit A Implementation Schedule
City of Miles City - Ambulance

TASK	QUARTERS 2017				QUARTERS 2018			
	1 ST	2 ND	3 RD	4 TH	1 ST	2 ND	3 RD	4 TH
<u>PROJECT START-UP</u>								
A. Sign contract with Coal Board		X						
B. Secure approval of other funding		X						
C. Submit progress reports and drawdown request (Progress reports quarterly if no draws submitted)		X						
<u>PROJECT CONSTRUCTION</u>								
A. Architectural Design								
B. Conduct pre-construction conference								
C. Construction and purchase and installation of equipment		X						
D. Monitor Progress		X						
E. Final Inspection								
<u>PROJECT CLOSE-OUT</u>								
A. Submit project completion report			X					
B. Project Closeout	2019							

Exhibit B Budget
City of Miles City - Ambulance

ADMINISTRATIVE/ FINANCIAL COSTS	SOURCE: Coal Board	SOURCE: City	TOTAL:
ACTIVITY COSTS:			
Equipment Cost	\$50,000	\$50,000	\$100,000
TOTAL ACTIVITY COSTS	\$50,000	\$50,000	\$100,000

CDD CONTRACT INFORMATION SHEET

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

Date of Gov. Award Letter:	3/31/2016	Date Met StartUp Conditions:	3/31/2016
Contract Number:	# MT-CB-17-0818	Division:	CDD
Contractor's Name:	Miles City		
Approved to Form Name:	Daniel Rice		
Approved to Form Email:	<u>drice@milescity-mt.org</u>		
Contractor (Signee) Name:	John Hollowell		
Contractor's Email:	<u>mayor@milescity-mt.org</u>		
Contractor's Address:	17 South 8th Street		
	Miles City, MT 59301		
Contractor's Address 2:		Vendor Number:	
Attest Name:	Lorrie Pearce		23484
Attest Email:	<u>cityclerk@milescity-mt.org</u>		
Coal Board Chair.Name	John Williams	Begin Date:	
Coal Board Chair.Email	<u>wolfmtn.jw@gmail.com</u>		5/3/2017
Duns Number:			
(Federal Funds Required)		End Date:	
Amount:	\$50,000		3/31/2019
Organization Number:	601818		
RFP Number (if applicable):			
Program Number:	60		

Liaison:	Valerie Short	Program Manager:	Anne Pichette
Liaison Email:	<u>vshort@mt.gov</u>	Bureau Chief:	
Liaison Phone:	841-2787	Additional Email:	<u>anpichette@mt.gov</u>
Signatures:		Carbon Copies:	
Division Administrator	<u>Jennifer Olson</u> 5/18/2017	Liaison:	<input checked="" type="checkbox"/>
Fiscal Review	<u>Leri Gaudin</u> 5/19/2017	Director (> \$200K):	<input type="checkbox"/>
Legal Counsel	<u>Amy Barnes</u> 5/19/2017	Deputy Director (<\$25K):	<input type="checkbox"/>
		Filenet	<input checked="" type="checkbox"/>
		Secretary of State:	<input type="checkbox"/>
		BIA:	<input type="checkbox"/>
		Clerk of Court:	<input type="checkbox"/>

Certificate Of Completion

Envelope Id: 5F6CBAF78FF24A3E98B0CFBF3F8D9303
 Subject: Montana Department of Commerce Contract #MT-CB-17-0818 for Signature
 Source Envelope:
 Document Pages: 16
 Supplemental Document Pages: 0
 Certificate Pages: 6
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
 Contracts Admin

301 S Park Ave
 Helena, MT 59601
 doccontracts@mt.gov
 IP Address: 161.7.59.23

Record Tracking

Status: Original
 5/18/2017 2:08:51 PM

Holder: Contracts Admin
 doccontracts@mt.gov

Location: DocuSign

Signer Events

Signature

Timestamp

Jennifer Olson
 jeolson@mt.gov
 Security Level: Email, Account Authentication
 (None)

Jennifer Olson

Using IP Address: 161.7.59.23

Sent: 5/18/2017 2:15:03 PM
 Viewed: 5/18/2017 8:06:22 PM
 Signed: 5/18/2017 8:06:30 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/18/2017 8:06:22 PM
 ID: 92bfd9a-e352-4eb2-84ad-e6812c52f96b

Teri Juneau
 tjuneau@mt.gov
 Fiscal Manager
 MT Dept of Commerce
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Teri Juneau

Using IP Address: 64.134.138.20
 Signed using mobile

Sent: 5/18/2017 8:06:32 PM
 Viewed: 5/19/2017 9:55:12 AM
 Signed: 5/19/2017 9:55:26 AM

Amy Barnes
 AmyBarnes@mt.gov
 Security Level: Email, Account Authentication
 (None)

Amy Barnes

Using IP Address: 161.7.59.24

Sent: 5/19/2017 9:55:29 AM
 Viewed: 5/19/2017 9:57:44 AM
 Signed: 5/19/2017 9:57:50 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/19/2017 9:57:44 AM
 ID: 5d95b6ca-58c2-4735-8337-fb790e07df1a



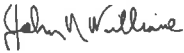
Daniel Rice
 drice@milescity-mt.org
 Security Level: Email, Account Authentication
 (None)

Daniel Rice

Using IP Address: 64.89.211.104

Sent: 5/19/2017 9:57:53 AM
 Viewed: 5/23/2017 11:15:39 AM
 Signed: 5/23/2017 11:16:13 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/23/2017 11:15:39 AM
 ID: 1809d77d-ec3a-4934-b2b4-9ec45f3bb8df

Signer Events	Signature	Timestamp
John Hollowell mayor@milescity-mt.org Security Level: Email, Account Authentication (None) Using IP Address: 64.89.211.179 Electronic Record and Signature Disclosure: Accepted: 5/23/2017 3:28:27 PM ID: 3e0316f7-59f0-4e3f-aa7f-da443df76d1d	 Using IP Address: 64.89.211.179	Sent: 5/23/2017 11:16:16 AM Viewed: 5/23/2017 3:28:27 PM Signed: 5/23/2017 3:28:49 PM
Lorrie Pearce cityclerk@milescity-mt.org Security Level: Email, Account Authentication (None) Using IP Address: 64.89.211.179 Electronic Record and Signature Disclosure: Accepted: 5/23/2017 3:30:26 PM ID: 3fc96a43-ae66-44d5-b345-af323669f21a	 Using IP Address: 64.89.211.179	Sent: 5/23/2017 3:28:52 PM Viewed: 5/23/2017 3:30:26 PM Signed: 5/23/2017 3:52:29 PM
John Williams wolfrn.jw@gmail.com Security Level: Email, Account Authentication (None) Using IP Address: 174.208.18.79 Signed using mobile Electronic Record and Signature Disclosure: Accepted: 5/24/2017 8:34:54 AM ID: 38915a22-110b-41ee-a5d6-4cfad0ead549	 Using IP Address: 174.208.18.79 Signed using mobile	Sent: 5/23/2017 3:52:32 PM Viewed: 5/24/2017 8:34:54 AM Signed: 5/24/2017 8:42:36 AM

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
Anne Pichette anpichette@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<div>COPIED</div>	Sent: 5/18/2017 2:15:03 PM
Valerie Short vshort@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<div>COPIED</div>	Sent: 5/18/2017 2:15:03 PM Viewed: 5/19/2017 7:35:12 AM

Carbon Copy Events**Status****Timestamp**

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

COPIED

Sent: 5/24/2017 8:42:38 AM

Cyndi Davis
CDavis3@mt.gov
Payroll and Benefits Accountant
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

COPIED

Sent: 5/24/2017 8:42:40 AM

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

Envelope Sent	Hashed/Encrypted	5/24/2017 8:42:40 AM
Certified Delivered	Security Checked	5/24/2017 8:42:40 AM
Signing Complete	Security Checked	5/24/2017 8:42:40 AM
Completed	Security Checked	5/24/2017 8:42:40 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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