

**RESOLUTION NO. 4162**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MONTANA DEPARTMENT OF COMMERCE COAL BOARD CONTRACT TO ASSIST WITH FUNDING ARCHITECTURAL AND ENGINEERING DESIGN.**

*WHEREAS*, the Montana Department of Commerce Coal Board has awarded a grant to the City of Miles City in an amount not to exceed \$43,900.00 to assist in funding certain architectural and engineering design services;

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

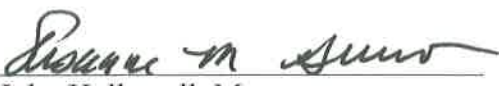
*NOW THEREFORE BE IT RESOLVED* by the City Council of Miles City, Montana, as follows:

1. The "Montana Department of Commerce Coal Board Contract #MT-CB-PL-19-0831," 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 22<sup>ND</sup> DAY OF MAY, 2018.**

ATTEST:

  
Lorrie Pearce, City Clerk

  
John Hollowell, Mayor  
Susanne Belbraith, Council President

**MONTANA DEPARTMENT OF COMMERCE  
COAL BOARD  
CONTRACT #MT-CB-PL-19-0831**

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

- (a) This Contract is issued under authority of Title 90, Chapter 6, Part 2 of the MCA, and Title 8, Chapter 101, of the Administrative Rules of Montana ("ARM"). The Board is attached to the Montana Department of Commerce ("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 per Section 2-15-121 MCA.
- (b) 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 the particular government service or facility funded under this Contract.
- (c) The Grantee acknowledges that the authorization of any Program funds by this Contract is subject to the availability of funds in the Coal Natural Resource Account provided for in 90-6-1001, MCA.

**Section 3. APPLICATION INCORPORATED BY REFERENCE**

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Board and/or the Department (collectively "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 as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives

and procedures that may be established or amended by the Board or the Department for the Program, including all 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 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees that the Project shall adhere to all applicable design standards, including the most current *Uniform Application for Montana Public Facility Projects* (preliminary engineering grants) or the *CDBG Application Guidelines for Housing Projects* (preliminary architectural reports), available at <http://comdev.mt.gov/Home>.
- (d) The Grantee 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 June 30, 2019 or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between June 22, 2017 and June 30, 2019. All requests for reimbursement must be submitted to the Department within ninety (90) days after June 30, 2019.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Board or the Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to June 30, 2019.

## **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 amendments, resulting from the review of the application by the Board or the Department. The Grantee will use Program funds for the following major components of the Project:

- Airport Engineering and Design work

## **Section 7. BUDGET**

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$43,900.
- (b) A copy of the Project budget is attached as Exhibit B 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.
- (d) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Board and may be used to finance other Program projects.

## **Section 8. 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 five (5) years after either the termination 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 Board, the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

## **Section 9. LIAISONS**

All project management on behalf of the Board and 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 Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

**For the Department:**  
**Anne Pichette (or successor)**  
**Program Specialist, MDOC**  
**301 S. Park Ave.**  
**P.O. Box 200523**  
**Helena, MT 59620-0523**  
**406-841-2598**  
**anpichette@mt.gov**

**For the Grantee:**  
**John Hollowell (or successor)**  
**City of Miles City**  
**PO Box 910**  
**Miles City, MT 59301**  
**406-874-8603**  
**mayor@milescity-mt.org**

## **Section 10. METHOD OF REIMBURSEMENT**

- (a) The Board or the 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 and Exhibit B. The Grantee may not expend or obligate any Program funds, other than for administrative purposes, until the Board or the Department determines that this condition has been satisfied.
- (b) Payment to the Grantee for approved Project activities under this 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 in accordance with the preliminary conference call. This draft will also serve to document that the Grantee is adequately proceeding toward the preparation of a complete and acceptable final product.
  - (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, and the Grantee's final request for funds.
- (c) The Board and the Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the Program application or guidelines, or any expenses not adequately supported by the Grantee's records.
- (d) As set forth in Section 17, 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 the Grantee agrees to repay the Board any funds advanced under the Contract.
- (e) 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 provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.

- (f) 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 Board or the Department may suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (g) The Board or the Department may reduce the Grantee's scope of work or the amount of Program funds provided by this Contract 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.
- (h) If the Board or 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 Board or 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.
- (i) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (j) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

## **Section II. REPORTING REQUIREMENTS**

- (a) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department (as prescribed by the Department) in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must 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 (as prescribed by the Department) for Department approval. 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 approval of the Project completion report, the Department will issue a notice of Project close-out.

## **Section 12. PROJECT MONITORING**

The Board, 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 of this Contract, 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 may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department or the Board.

## **Section 13. NOTICE**

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

## **Section 14. REFERENCE TO CONTRACT**

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

## **Section 15. 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 may not otherwise assign or transfer any portion of this Contract without the express written consent of the Board or the Department.
- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Board or the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Board or the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Board or the Department.
- (c) The Grantee must immediately notify the Board and the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

## **Section 16. CONTRACT AMENDMENT**

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

## **Section 17. TERMINATION OF CONTRACT**

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

- (a) Termination Due to Loss or Reduction of Funding: The Board may terminate or reduce the scope and budget of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Board may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget amount.
- (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 not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, the Board or the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's or the 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 18. COMPLIANCE WITH APPLICABLE LAWS**

- (a) The Grantee, in performance of work under the Contract, must fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to, 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 ("ACA"), and Executive Order No. 12-2015, *Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy*. Any subletting or subcontracting by the Grantee subjects subcontractors to the same requirements.
- (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 ACA 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 thirty (30) or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions of the ACA under Section 4980H, and otherwise satisfy the requirements of the ACA Section 4980 H if provided by the State.

### **Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING**

- (a) The Grantee, in accordance with Sections 2-7-503 and 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Board, the Department, 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 monies, and delivery of services provided through this Contract.

### **Section 20. 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 21. 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 within thirty (30) days of Contract execution.

## **Section 22. OWNERSHIP**

- (a) 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, the Board, and the Department. The Grantee, the Board, and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise 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 Board, the Department, and the Grantee.
- (b) 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 23. INSURANCE**

- (a) General Requirements: Grantee must maintain and 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, including contractual liability, that 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 must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds 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, Grantee must 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 filed after the cancellation or expiration date of the policy.*
- (d) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana 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 must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must 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, including endorsements, at any time.

#### **Section 24. 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, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

#### **Section 25. DEFAULT**

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

#### **Section 26. 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 this Contract by any governmental department or agency.

## **Section 27. FORCE MAJEURE**

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

## **Section 28. SEPARABILITY**

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

## **Section 29. 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. NO WAIVER OF BREACH**

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

## **Section 31. 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 Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

**Section 32. INTEGRATION**

The Contract contains the entire agreement between the parties. 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:**

John Hollowell 5/24/2018  
John Hollowell, Mayor Date

**ATTEST:**

Lorrie Pearce  
Lorrie Pearce, City Clerk

**APPROVED AS TO FORM:**

Dan Rice  
Dan Rice, Attorney

**MONTANA COAL BOARD:**

John Williams 5/24/2018  
John Williams, Chair Date

## EXHIBIT A Implementation Schedule

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

**EXHIBIT B  
Budget**

<b>ADMINISTRATIVE/ FINANCIAL COSTS</b>	<b>SOURCE: Coal Board</b>	<b>SOURCE: County</b>	<b>SOURCE: FAA</b>	<b>TOTAL:</b>
Other (Bid advertisement, Legal review, Independent fee estimate)	\$ 0	\$ 350.00	\$ 3,150.00	\$ 3,500.00
<b>TOTAL ADMINISTRATIVE/ FINANCIAL COSTS</b>	\$ 0	\$ 350.00	\$ 3,150.00	\$ 3,500.00
<b>ACTIVITY COSTS:</b>				
Snow Removal Equipment Cost	\$ 0	\$ 8,500	\$ 76,500.00	\$ 85,000.00
Architectural/Engineering Design	\$ 43,900.00	\$ 0	\$ 339,840.00	\$ 383,740.00
<b>TOTAL ACTIVITY COSTS</b>	\$ 43,900.00	\$ 8,500	\$ 416,340.00	\$ 468,740.00
<b>TOTAL PROJECT COSTS</b>	\$ 43,900.00	\$ 8,850	\$ 419,490.00	\$ 472,240.00

CDD CONTRACT INFORMATION SHEET

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

Date of Gov. Award Letter:	<u>6/22/2017</u>	Date Met StartUp Conditions:	<u>6/22/2017</u>
Contract Number:	<u>MT-CB-PL-19-0831</u>	Division:	<u>CDD</u>
Contractor's Name:	<u>City of Miles City</u>		
Approved to Form Name:	<u>Dan Rice</u>		
Approved to Form Email:	<u>drice@milescity-mt.org</u>		
Contractor (Signee) Name:	<u>John Hollowell</u>		
Contractor's Email:	<u>mayor@milescity-mt.org</u>		
Contractor's Address:	<u>PO Box 910</u>		
	<u>Miles City, MT 59301</u>	Vendor Number:	<u>23484</u>
Contractor's Address 2:			
Attest Name:	<u>Lorrie Pearce</u>		
Attest Email:	<u>cityclerk@milescity-mt.org</u>		
Coal Board Chair Name:	<u>John Williams</u>		
Coal Board Chair Email:	<u>wolfmtn.jw@gmail.com</u>		
Duns Number:		Begin Date:	<u>6/22/2017</u>
(Federal Funds Required)			
Amount:	<u>\$43,900</u>		
Organization Number:	<u>601831</u>	End Date:	<u>6/30/2019</u>
RFP Number (if applicable):			
Program Number:	<u>60</u>		

Liaison:	<u>Anne Pichette</u>	Program Manager:	<u></u>
Liaison Email:	<u>anpichette@mt.gov</u>	Bureau Chief:	<u>a.c.rothenbuecher@mt.gov</u>
Liaison Phone:	<u>406-841-2598</u>	Additional Email:	<u>jeolson@mt.gov</u>

Signatures:		Carbon Copies:	
Division Administrator	<u>Jennifer Olson</u> 5/2/2018	Liaison:	<input checked="" type="checkbox"/>
Fiscal Review	<u>Leri Genuau</u> 5/2/2018	Director (> \$200K):	<input type="checkbox"/>
Legal Counsel	<u>Amy Barnes</u> 5/2/2018	Deputy Director (<\$25K):	<input type="checkbox"/>
	<u></u>	Perceptive Content	<input checked="" type="checkbox"/>
	<u></u>	Secretary of State:	<input type="checkbox"/>
	<u></u>	BIA:	<input type="checkbox"/>
	<u></u>	Clerk of Court:	<input type="checkbox"/>



## Certificate Of Completion

Envelope Id: C06A2CD0B4924B6DA6EC32CE8C6AD347  
 Subject: Montana Department of Commerce Contract #MT-CB-PL-19-0831 for Signature  
 Source Envelope:  
 Document Pages: 15 Signatures: 5  
 Certificate Pages: 6 Initials: 0  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:  
 Contracts Admin  
 301 S Park Ave  
 Helena, MT 59601  
 doccontracts@mt.gov  
 IP Address: 161.7.59.22

## Record Tracking

Status: Original Holder: Contracts Admin Location: DocuSign  
 5/2/2018 10:27:29 AM doccontracts@mt.gov

## Signer Events

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

## Signature

*Jennifer Olson*

Using IP Address: 161.7.59.20

## Timestamp

Sent: 5/2/2018 10:36:23 AM  
 Viewed: 5/2/2018 2:21:35 PM  
 Signed: 5/2/2018 2:21:46 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/2/2018 2:21:35 PM  
 ID: 57fbd82a-5fbf-475a-ac27-7670a363a792

Teri Juneau  
 tjuneau@mt.gov  
 Fiscal Manager  
 MT Dept of Commerce  
 Security Level: Email, Account Authentication  
 (None)

*Teri Juneau*

Using IP Address: 161.7.59.18

Sent: 5/2/2018 2:21:48 PM  
 Viewed: 5/2/2018 2:33:10 PM  
 Signed: 5/2/2018 2:33:14 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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

*Amy Barnes*

Using IP Address: 161.7.59.23

Sent: 5/2/2018 2:33:16 PM  
 Viewed: 5/2/2018 2:41:35 PM  
 Signed: 5/2/2018 2:41:42 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/2/2018 2:41:35 PM  
 ID: ebd6692b-b436-418e-97c3-1aeeb062cc81




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

*Dan Rice*

Using IP Address: 64.89.211.104

Sent: 5/2/2018 2:41:44 PM  
 Viewed: 5/3/2018 9:51:49 AM  
 Signed: 5/15/2018 10:35:17 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/3/2018 9:51:49 AM  
 ID: 0535d851-56c2-4a63-84f3-c025c17ff825

Signer Events	Signature	Timestamp
<p>John Hollowell  mayor@milescity-mt.org  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	 Using IP Address: 64.89.211.179	<p>Sent: 5/15/2018 10:35:18 AM  Viewed: 5/15/2018 10:37:03 AM  Signed: 5/24/2018 11:16:09 AM</p>
<p>Lorrie Pearce  cityclerk@milescity-mt.org  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 5/24/2018 11:30:20 AM  ID: 9c49f34d-6dd2-4f08-a148-e17eddf28b7e</p>	 Using IP Address: 64.89.211.179	<p>Sent: 5/24/2018 11:16:11 AM  Viewed: 5/24/2018 11:30:20 AM  Signed: 5/24/2018 11:34:40 AM</p>
<p>John Williams  wolfmtn.jw@gmail.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 5/24/2018 7:29:50 PM  ID: 554c8fbf-dd39-4704-8fdb-5bbe73109196</p>	 Using IP Address: 174.208.15.217 Signed using mobile	<p>Sent: 5/24/2018 11:34:42 AM  Viewed: 5/24/2018 7:29:50 PM  Signed: 5/24/2018 7:31:31 PM</p>
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
<p>A.C. Rothenbuecher  A.C.Rothenbuecher@mt.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;"><b>COPIED</b></div>	<p>Sent: 5/2/2018 10:39:55 AM</p>
<p>Anne Pichette  anpichette@mt.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;"><b>COPIED</b></div>	<p>Sent: 5/2/2018 10:36:23 AM  Viewed: 5/18/2018 4:05:11 PM</p>
<p>Pam Haxby-Cote  pam.haxbycote@mt.gov  Director  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;"><b>COPIED</b></div>	<p>Sent: 5/24/2018 7:31:33 PM</p>

Carbon Copy Events	Status	Timestamp
Marty Tuttle matuttle@mt.gov Chief Legal Counsel Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 5/24/2018 7:31:33 PM
Cyndi Davis CDavis3@mt.gov Payroll and Benefits Accountant Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 5/24/2018 7:31:33 PM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/24/2018 7:31:33 PM
Certified Delivered	Security Checked	5/24/2018 7:31:33 PM
Signing Complete	Security Checked	5/24/2018 7:31:33 PM
Completed	Security Checked	5/24/2018 7:31:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

electronically from us.

**How to contact MT Dept of Commerce:**

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

To contact us by email send messages to: [doccontracts@mt.gov](mailto:doccontracts@mt.gov)

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

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

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

**To request paper copies from MT Dept of Commerce**

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

**To withdraw your consent with MT Dept of Commerce**

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [doccontracts@mt.gov](mailto: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.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.