



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*September 25, 2018
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES
 - A. Regular City Council Meeting 9/11/2018
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT
4. APPOINTMENTS
5. PROCLAMATIONS
6. STAFF REPORTS
7. CITY COUNCIL COMMENTS
8. MAYOR COMMENTS
9. COMMITTEE RECOMMENDATIONS
10. BID OPENINGS
11. BID AWARDS
12. PUBLIC HEARINGS
13. UNFINISHED BUSINESS
14. NEW BUSINESS
 - A. Discussion on Deputy Court Clerk Position
 - B. RESOLUTION NO. 4198- A Resolution Approving a Real Property Lease Agreement Between the City of Miles City, and Greg and Alice Kmetz, for Certain Real Property Owned by Miles City, Montana
 - C. RESOLUTION NO. 4199- A Resolution Approving Agreement Articles and Obligating Document With the Federal Emergency Management Agency for Ambulance Grant
 - D. RESOLUTION NO. 4200- A Resolution Requesting Distribution of Bridge and Road Safety and Accountability Program Funds
15. ADJOURNMENT

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings

REGULAR COUNCIL MEETING September 11, 2018

6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, September 11, 2018, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Rick Huber, Jeff Erlenbusch, Kathy Wilcox and Susanne Galbraith. Council Members Ken Gardner and John Uden were excused.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Fire Chief Branden Stevens, Public Utilities Director Tom Speelmon, HP/TIFD Officer Louise de Montigny, Deputy Clerk/Human Resource Officer Linda Wilkins and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 8/28/2018

** *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of August 28, 2018, and seconded by Councilperson Huber. The motion **passed** by unanimous consent, 6-0.*

Finance Committee Minutes: 9/06/2018

** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of September 6, 2018, and seconded by Councilperson Wilcox. The motion **passed** by unanimous consent, 6-0.*

SCHEDULE MEETINGS

The following meetings will be held in the City Hall Conference Room:

- Special Council Meeting: Wednesday, Sept 12th @ 6:00 p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

Citizen Gloria Grenz, 501 Mississippi Street, asked if the City could take the responsibility of controlling the weeds in town specifically along the railroad tracks.

The city is suffering really bad with all the weeds around town and asked if the City would look into spraying the weeds by the underpass and school.

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Branden Stevens- With the fire department being short staffed, there is a lot of overtime being used. The department will start interviewing for new candidates on September 28th. Emergency Medical Training was completed this last weekend and the department will have two new part paid EMT's after they pass the state test. The new four wheel drive ambulance will be delivered by September 28th and tender 23 is still out of service. The fire department was successful obtaining a FEMA grant and was awarded approximately \$222,000 for self-contained breathing apparatus for fire fighters, and will be requesting the full \$353,000 with an addendum to the grant. He is waiting to hear back from Ron Askin for the price he is asking to allow the fire vehicles in his building. Also waiting to hear back from MMIA on the amount the city will be receiving for the fire department building damage. The money from MMIA will be used to purchase a modular building. He added that nine utilities will need to be moved at a cost of \$30,000.

Tom Speelmon- Reported that starting tomorrow morning Stower Street will be blocked off for approximately sixty days, there will be a public meeting on September 19th at 5:30pm and the waste water plant punch list is down to about a half page.

Lorrie Pearce- Municode's updates should be delivered sometime next week, she invited all Council members to bring their books in and she will replace the inserts.

CITY COUNCIL COMMENTS

Dwayne Andrews- Spotted Eagle and the Milwaukee Park look really good.

Rick Huber- The car show at Riverside Park had about 200-250 for its attendance.

Kathy Wilcox- County employee Bill Ellis had some questions for Council

- Asked who to contact for a possible pollutant site at Industrial Park- Mayor Hollowell said to contact the Planner
- The Cities impound lot needs to be licensed, and wondered who to contact Mayor Hollowell said he would follow through and contact Mr. Ellis
- Asked if the City would consider combining the now vacant planner position with the County
- Asked if the City would consider designating the excessive pigeon population as a public hazard

Jeff Erlenbusch- Is still receiving complaints on weeds in certain neighborhoods. Mrs. Grenz felt the City needs an enforcer specifically for the weeds, because the process that the City has now is not keeping Miles City beautiful. She also asked if Mr. Ingraham is not interested in trapping the pigeon, if he could train someone else to do it. Recently she has taken five nests from the air conditioner at her place of business. She asked Chief Steven if it was necessary to send out thirteen people to the river situation. Chief Steven said yes it was for the safety of the rescuers. He said everyone was rescued and nobody was injured.

MAYOR COMMENTS

Announced Planner Colton has resigned and read a note from Grounds for Change thanking the Fire Department for having truck and car seat checks at Famfest.

COMMITTEE RECOMMENDATIONS

Public Service (without a recommendation) -Request for placement of signage

Councilperson Andrews explained that the request was to put a no parking sign at a resident's driveway. The committee did not think it was a good idea and gave him permission to install his own sign.

Mayor Hollowell asked for a motion three times, there was none. The request died.

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

A. RESOLUTION NO. 4195- A Resolution Approving A Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union

****** *Councilperson Galbraith moved to approve the Resolution, read by title only and seconded by Councilperson Kassner.*

****** *Councilperson Galbraith moved to amend her motion to remove the five percent increase on salaries, remove the gym membership and leave the clothing allowance at \$150 with taxes taken out, seconded by Councilperson Kassner.*

Councilperson Galbraith explained the five percent increase would give the frozen employees an increase that is above the wage survey and the City needs to watch itself with the financial situation it is in.

**** On roll call vote, the amended motion *passed* by unanimous consent, 6-0. Resolution No. 4195 passed.**

NEW BUSINESS

A. RESOLUTION NO. 4196- A Resolution Authorizing the City of Miles City to Enter Into an Agreement With Maguire Iron, Inc. For Repairs to the SouthEast 200 MG Ground Storage Reservoir

**** Councilperson Galbraith moved to approve the Resolution, read by title only and seconded by Councilperson Huber. On roll call vote, the motion *passed* by unanimous consent, 6-0. Resolution No. 4196 passed.**

B. RESOLUTION NO. 4197- A Resolution Authorizing the City of Miles City to Enter Into An Interlocal Agreement With Custer County For Fiscal Years 2018-2019 and 2019-2020

**** Councilperson Andrews moved to approve the Resolution, read by title only and seconded by Councilperson Galbraith.**

Councilperson Galbraith explained that verbiage for the sanitation inspector was added. Also the way the County reimburses the City for dispatch was changed back to its original state.

C. Approval of August Claims

**** Councilperson Huber moved to approve the August claims, seconded by Councilperson Andrews and *passed* unanimously, 6-0.**

ADJOURNMENT

**** Councilperson Galbraith moved to adjourn the meeting, seconded by Councilperson Kassner and *passed* unanimously.**

The meeting was adjourned at 6:45 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

NEW BUSINESS

RESOLUTION NO. 4198

A RESOLUTION APPROVING A REAL PROPERTY LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY, AND GREG AND ALICE KMETZ, FOR CERTAIN REAL PROPERTY OWNED BY MILES CITY, MONTANA.

WHEREAS, the City of Miles City has advertised and solicited bids in accordance with City policy and State law, for the lease of the following City owned real property located in Custer County, Montana, to wit:

Legal Description: Lots 30, 31 and 32, Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 87,000 square feet, more or less;

AND WHEREAS, Greg Kmetz and Alice Kmetz were the sole bidders for said leasehold, and the City desires to enter into a lease with said bidders;

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

The City Council hereby authorizes and approves the terms and condition of the Lease Agreement between the City of Miles City, and Greg Kmetz and Alice Kmetz, attached hereto as Exhibit "A", which is made a part hereof by this reference; and hereby authorizes the Mayor of the City of Miles City to execute such lease and bind the City of Miles City thereto and to perform the terms and conditions of such lease.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF 2/3 OR THE MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25TH DAY OF SEPTEMBER, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

CITY PROPERTY LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September 2018 by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana 59301, hereinafter referred to as the "**CITY**" and **GREG KMETZ and ALICE KMETZ**, husband and wife, of 21 Water Plant Road, Miles City, MT, hereinafter referred to as "**TENANT**".

RECITALS:

WHEREAS the CITY owns certain real property located in the City of Miles City, Custer County, Montana, more particularly described as follows:

Legal Description: *Lots 30, 31, 32 of Tract "E" of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 29,000 square feet each, for a total of 87,000 square feet, more or less;*

AND WHEREAS it is the desire of TENANT to lease the above described Leasehold for a term of five (5) years, subject to the option to renew as hereinafter provided.

AND WHEREAS CITY is agreeable to providing such five-year term lease, together with the option to renew for one additional five (5) year term, upon the Leasehold under the following terms and conditions;

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

I. AGREEMENT

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located *in the Miles City Industrial Site* and more particularly described as follows:

Lots 30, 31, 32 of the Industrial Site west of Miles City, Montana, in Custer County, containing approximately 87,000 square feet or acres, as applicable, more or less, hereinafter "Leasehold".

II. INITIAL TERM

The term of this Agreement shall be for a period of five (5) years, beginning on July 1, 2018 and expiring at midnight on June 30, 2023, hereinafter, "*the initial lease term*", subject to the option to renew this lease as provided for in Article IV of this lease.

III. RENTAL

The annual rental for the initial lease term described in Section II. shall be in accordance with the rates established by the CITY, as follows:

Sec 32, T8N R47E, Lots 30, 31, 32 of the Industrial Site west of Miles City, Montana, in Custer County, containing 87,000 sq. ft. @ \$0.025 dollars per sq. ft.)

for a total rental of *Two Thousand One Hundred Seventy Five and 00/100 Dollars (\$2,175.00)* for each year of the initial lease term. Payment for the first year of this agreement shall be paid upon contract execution date. The first rental payment, covering the period of September 11, 2018 through June 30, 2019 shall be a prorated amount of One Thousand Seven Hundred Thirty Seven and 40/100 dollars (\$1,737.40) and shall be due and payable upon the execution of this lease. Payments in subsequent years shall be due and payable in advance of July 1st of each subsequent year of the lease term, commencing July 1, 2019 through June 30, 2023.

IV. OPTION TO RENEW.

FOLLOWING the “INITIAL TERM”, THIS agreement shall be automatically renew for *one five (5)* year period upon the same terms and conditions herein unless the CITY or TENANT gives to the other party written notice of cancellation of said agreement not more than 90 days and not less than thirty (30) days prior to the expiration of the initial or any renewal term. Rental rates at each renewal period shall be at the standard rates set by resolution adopted by City Council.

V. RESPONSIBILITIES OF THE TENANT

TENANT does hereby acknowledge, covenant and agrees as follows:

A. Purpose.

TENANT desires to lease the premises described above for the following general purposes:

PURPOSE OF THE LEASE/NATURE OF THE BUSINESS:

Storage for Nolley's Welding
OR *Construct shop and/or sublease property to industrial-type businesses.*

TENANT agrees to use the premises for the stated purpose and the stated purpose only, and covenants that it will not use or occupy said premises, or allow the same to be used or occupied, for any unlawful purpose or any purpose deemed extra hazardous due to fire or otherwise.

B. Compliance with Laws.

TENANT shall comply with, conform to, and obey all present and future laws, ordinances, rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises.

C. Independent Investigation.

CITY PROPERTY LEASE AGREEMENT

TENANT acknowledges that it has carefully examined and inspected the premises and improvements and it is fully familiar and acquainted therewith, and agrees to accept the same in their present conditions, and that it is not leasing the premises because of any warranty, representation, information or promises made by the CITY or anyone acting for or on behalf of the CITY, which are not specifically set forth in this Agreement.

D. Maintenance.

TENANT agrees to keep the premises and improvements thereon in good repair and upkeep, reasonable wear and tear alone accepted, and further agree neither to permit nor cause any waste on the property, or with respect to any improvements thereon. Tenant shall not create any condition which would be considered a public nuisance as defined in Chapter 15 of the Miles City Code of Ordinances. Tenant shall keep the premises in a clean and orderly condition and not allow accumulations of junked or inoperable automobiles, trucks, farm equipment, or scrap upon the premises.

E. Improvements to Remain.

Within sixty (60) days immediately following the expiration of this lease, the TENANT shall remove any improvements located on the leasehold and shall restore, at TENANT'S expense, the leasehold premises to level with the adjoining property and in a debris free condition. "Improvements" shall not include stormwater drainage facilities or other permanent improvements provided as City Services. If inclement weather during such sixty (60) day period delays such removal and restoration, CITY shall provide TENANT with a reasonable time, not to exceed an additional sixty (60) days in which to remove the improvements and restore the leasehold. If TENANT fails to remove such improvements within such sixty (60) day period, CITY, at its option, may (1) cause the removal of such improvements and restoration of the leasehold premises to be done and shall be entitled to recover all costs and expenses of such removal and restoration from TENANT or (2) may retain all such improvements as property of CITY without compensation to TENANT. Provided, however, that upon termination of the Lease, TENANT, within such same sixty (60) day period, shall have the right to sell the improvements upon the Leasehold to a successor tenant.

In the event that any financial institution holds a security interest upon any of the improvements hereon, then, in the event of termination of this lease, whether by expiration of term or uncured default, the financial institution holding such security agreement shall be allowed to remove any improvements upon which it holds a security interest within the times provided for the TENANT to remove improvements, as set forth in the first paragraph of this subsection.

F. Right to Inspect.

The CITY or the CITY'S authorized agents shall have the right to enter upon the premises after providing twenty-four (24) hours' notice and during normal business hours, in order to inspect and determine whether TENANT complies with the terms of this Agreement.

G. Utilities.

TENANT agrees to pay for the use and maintenance of all utility services on the premises, including gas, electricity, telecommunications, water, sewer and solid waste disposal, if applicable.

H. Taxes and Assessments.

TENANT shall pay any and all taxes and assessments which may be lawfully levied against TENANT'S occupancy or use of the premises or any improvements thereon as a result of TENANT'S occupancy.

I. Indemnification.

TENANT shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANT, its agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

J. Insurance.

TENANT agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. TENANT further agrees to carry minimum liability insurance in the amount of ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00) each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANT shall provide evidence of such current and valid insurance upon approval of this lease by the City Council of Miles City and, thereafter, each year on or before July 1, or upon demand by the lease administrator of the CITY.

K. Environmental Warranty.

TENANT warrants and agrees to neither cause nor allow to be caused any release of hazardous substances from, into, or upon the premises, nor to cause or allow to be caused any contamination by hazardous waste or substances with respect to the premises, and that, when applicable, TENANT shall comply with all local, state and federal environmental laws and regulations.

TENANT agrees to indemnify, defend and hold harmless the CITY, its employees, agents, members, successors and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to, any condition in, on or of the property, that is caused or allowed to be caused by TENANT, its agents, employees or customers. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal

CITY PROPERTY LEASE AGREEMENT

environmental laws and regulations, strict liability and common law. The obligations hereunder shall survive the termination of this lease.

Should the occupancy involve activities that include hazardous materials, the City may require the TENANT to store those materials in a separate containment unit in accordance with local building and fire codes.

TENANT shall not be responsible under this Section for preexisting environmental hazards, if any.

L. Compliance with ADA.

TENANT agrees to comply with the Americans with Disabilities Act as the same may apply to TENANT.

M. Non-Discrimination.

TENANT hereby agrees that the premises not be used in any manner that would discriminate against any person or persons on the basis of sex, age, physical or mental handicap, race, creed, religion, color, or national origin.

VI. ASSIGNABILITY OF INTEREST

TENANT shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld. No permitted sublease shall release TENANT from its obligations under this Lease.

VII. DEFAULT

If TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT shall fail to remedy such default within thirty (30) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already vested), and the CITY may re-let the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot reasonably be cured within a thirty (30) day period, so long as TENANT commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period, then TENANT shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the

initial thirty (30) day cure period. Payments not received by the City within thirty (30) calendar days of the annual due date shall be subject to a late fee at a rate of 10% per annum.

IX. MISCELLANEOUS PROVISIONS

If is further mutually understood and agreed as follows:

A. Notice.

Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Postal notice shall be deemed complete when deposited in a United States Post Office addressed to the tenant with proper postage attached.

B. Oral Modification Prohibited.

No modification or alteration of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

C. Attorney's Fees and Costs.

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting its rights and interest hereunder, the other or unsuccessful party shall reimburse the prevailing party upon demand.

D. Binding Effects.

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under TENANT in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

E. Time of the Essence.

Time is of the essence of this Agreement and all obligations of this Agreement shall be performed on or before the dates set forth herein.

F. Incorporation of Recitals.

The Recitals set forth above are incorporated into the terms and conditions of this Agreement and made a part hereof by reference.

G. Executed Copy.

Each of the parties hereby acknowledges receiving an executed copy of this Agreement.

H. Interpretation.

CITY PROPERTY LEASE AGREEMENT

This Agreement shall be governed and construed in all respects according to the laws of the State of Montana.

I. Contingent Upon Approval of City Council.

This Agreement shall not become effective until a resolution approving this lease has been adopted by the affirmative vote of two-thirds of the membership of the City Council of the City of Miles City, pursuant to §7-8-4201(2) MCA.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the date and year first hereinabove written.

CITY OF MILES CITY

By: _____
IT'S MAYOR

ATTEST:

CITY CLERK

TENANT:

(Legal title of tenant goes here)

By: _____
(Title of authorized signer or name if individual)

BID PROPOSAL FOR LEASING CITY LANDS

Property Description:

Lots 30, 31, 32 of the Industrial Park, Sec 32, T8N R47E. 29,000 square feet each

Minimum Bid:

\$0.025 per square foot

Proposed Bid:

\$ 2129

Bidder Name, Address, Phone No:

GREG & ALICE KMETZ
70 SPRANDEL LANE
Miles City MT 59301
406 853 1636

Proposed Use:

- ① PRE & POST JOB STORAGE FOR NOLLEGA'S WELDING
- ② RENT TO CONST. COMPANY (EXAMPLE: RENT TO FRONTIER CONST)
- ③ CONSTRUCTION OF RENTAL SHOP
- ④ ALL CONSTRUCTION PROJECTS WILL BE WITH CITY APPROVAL

To be completed by City Staff:

Date Received:

Time Received:

Accepted By:

RESOLUTION NO. 4199

A RESOLUTION APPROVING AGREEMENT ARTICLES AND OBLIGATING DOCUMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR AMBULANCE GRANT.

WHEREAS, the City of Miles City has been awarded funding from the Federal Emergency Management Agency (FEMA) for the purchase of a Type 1 Ambulance;

AND WHEREAS, FEMA has provided the City with Agreement Articles and an Obligating Document related to the same, for City approval;

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

1. The “AGREEMENT ARTICLES, ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM – VEHICLE ACQUISITION” document, attached hereto as Exhibit “A”, and the “FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT,” attached hereto as Exhibit “B,” and both made a part hereof, are hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute any documents necessary to complete the award of said grant on behalf of the City of Miles City 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 25TH DAY OF SEPTEMBER, 2018.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Vehicle Acquisition

GRANTEE: City of Miles City

PROGRAM: Vehicle Acquisition

AGREEMENT NUMBER: EMW-2016-FV-02389

AMENDMENT NUMBER:

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I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances - Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the

work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. **Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a. 1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For

example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received-

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

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

i. in the subrecipient's preceding fiscal year, the subrecipient received-

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

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

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

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

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients

are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. Contract Provisions for Non-federal Entity Contracts under Federal Awards
a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity

receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree-and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions

governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these

procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. Environmental Planning and Historic Preservation Screening

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency-website at: <https://www.fema.gov/library/viewRecord.do?id=6906>

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2016-FV-02389
 2. AMENDMENT NO. 0
 3. RECIPIENT NO. 81-6001292
 4. TYPE OF ACTION AWARD
 5. CONTROL NO. WX01287N2017T

6. RECIPIENT NAME AND ADDRESS
 City of Miles City
 17 S 8th ST
 Miles City
 Montana, 59301-3214

7. ISSUING OFFICE AND ADDRESS
 Grant Programs Directorate
 500 C Street, S.W.
 Washington DC, 20528-7000
 POC: Marie Rosalie Isabel Vega

8. PAYMENT OFFICE AND ADDRESS
 FEMA, Financial Services Branch
 500 C Street, S.W., Room 723
 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER
 Constance Muggll

10. NAME OF PROJECT COORDINATOR
 Catherine Patterson

11. EFFECTIVE DATE OF THIS ACTION
 01-SEP-17

12. METHOD OF PAYMENT
 SF-270

13. ASSISTANCE ARRANGEMENT
 Cost Sharing

14. PERFORMANCE PERIOD
 From:01-SEP-17 To:31-AUG-18

Budget Period
 From:29-JAN-17 To:30-SEP-17

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2017-F6-C111-P4310000- 4101-D	\$0.00	\$294,054.00	\$294,054.00	\$14,702.00
TOTALS			\$0.00	\$294,054.00	\$294,054.00	\$14,702.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/ADATE
N/A18. FEMA SIGNATORY OFFICIAL (Name and Title)
Marie Rosalie Isabel VegaDATE
22-AUG-17

RESOLUTION NO. 4200

**A RESOLUTION REQUESTING DISTRIBUTION OF
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS**

WHEREAS, the Bridge and Road Safety and Accountability Account created by HB 473 requires the Montana Department of Transportation to allocate accrued funds to cities, towns, counties, and consolidated city-county governments for construction, reconstruction, maintenance, and repair of rural roads, city or town streets and alleys, bridges, or roads and streets that the city, town, county, or consolidated city-county government has the responsibility to maintain; and,

WHEREAS, a city, town, county, or consolidated city-county government that requests funds under the Bridge and Road Safety and Accountability Account must match each \$20 requested with \$1 of local government matching funds; and,

WHEREAS, a city, town, county, or consolidated city-county government requesting distribution of allocated funds may make such a request to the Department of Transportation between March 1 and November 1 of the year the funds were allocated; and,

WHEREAS, a description of the projects to be funded are detailed in Appendix A and,

WHEREAS, the local match for the allocated funds are identified as Special Improvement District 204 and 205.

THEREFORE, NOW BE IT RESOLVED THAT:

1. City of Miles City requests distribution of its share of the allocated Bridge and Road Safety and Accountability funds to be used for the projects identified in Appendix A.
2. That Lorrie Pearce, City Clerk of the City of Miles City is hereby empowered and authorized to execute such further documents as may be necessary to facilitate the distribution of said funds.

Adopted this 25th day of September, 2018.

Mayor

ATTEST:

Clerk of the City of Miles City

Appendix A

The Darling Addition Project will involve the reconstruction of city streets and intersections, water mains, sanitary sewers and storm drain utilities. There will also be ADA curb corners installed, curbing replaced and fire hydrants. The project is located in the Darling Addition of Miles City in the general area between Main St. and Stower St. and between S. Custer Ave. and S. Merriam Ave. This project will be phased over a three year span to allow the Public Works and Utilities to budget and complete this project. This project will address a failing storm sewer system with inadequate drainage, improve sewer lines and upgrade the water lines so they are capable of enough flow to have enough pressure from the fire hydrants to protect the property's in this area.