



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers
and online at zoom.us*

*March 23, 2021
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

A. Regular City Council Meeting	02/23/2021
B. Special City Council Meeting	03/09/2021
C. Regular City Council Meeting	03/09/2021
D. Finance Committee Meeting	02/16/2021
E. Public Safety Committee Meeting	03/02/2021
F. Public Safety Committee Meeting	03/05/2021
G. Human Resources Committee Meeting	03/04/2021
H. Flood Control Committee Meeting	03/04/2021

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

Planning Board Members

- Leif Ronning
- Michelle Simpson
- Tayler Kennedy
- Dennis Hirsch
- Steven Palmeri
- Jason Oddy

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. **ORDINANCE NO. 1345 (First Reading) - AN ORDINANCE AMENDING**

SECTIONS 4-71, 4-72, and 4-75 OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, WITH REGARDS TO ANIMALS REDEMPTION BY OWNER; FEE, RELEASE TO PERSON OTHER THAN OWNER AND DISPOSITION OF UNCLAIMED ANIMALS.

- B. RESOLUTION NO. 4395 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT ENTITLED "STATE OF MONTANA AGREEMENT" WITH THE STATE OF MONTANA HISTORIC PRESERVATION OFFICE FOR PARTIAL FUNDING OF THE HISTORIC PRESERVATION OFFICER POSITION.**

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

Minutes

**REGULAR COUNCIL MEETING February 23, 2021
6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, February 23, 2021, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and online at zoom.us. Mayor John Hollowell called the meeting to order. Council Members present were Ken Gardner, Elizabeth Patten, Rick Huber, Austin Lott, Kathy Wilcox and Stacey Broell. Brant Kassner and Dwayne Andrews were not present.

Also present were Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Planner in Training Ally Capps, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, Public Utilities Director Tom Speelmon and City Clerk/Minute Recorder Mary Rowe.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 01/26/2021

- ** *Councilperson Huber moved to approve the minutes of the Regular Council Meeting of January 26, 2021, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 6-0.*

Public Safety Committee Minutes: 12/15/2020

- ** *Councilperson Lott moved to approve the minutes of the Public Safety Committee Meeting of December 15, 2020, subject to any changes, and seconded by Councilperson Huber. The motion **passed** by unanimous consent, 6-0.*

Public Safety Committee Minutes: 02/02/2021

- ** *Councilperson Patten moved to approve the minutes of the Public Safety Committee Meeting of February 02, 2021, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 6-0.*

SCHEDULE MEETINGS

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

Flood Control Committee	03/04/2021	@6:00pm
Public Safety Committee	03/02/2021	@6:00pm
Human Resources Committee	03/04/2021	@4:15pm

REQUEST OF CITIZENS & PUBLIC COMMENT

Guy Kron, 604 North 7th, requested that the train cars be separated at the crossing on North 8th Street. He stated that his eighty-year old mother walks through there and several times has had to walk around to another crossing.

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

None

CITY COUNCIL COMMENTS

Councilperson Huber informed the Council that he had went to the City Shop and did a tour with Dan Decker and was pleasantly surprised by the way they had utilized four areas that were previously unused space. He stated that the shop guys are fine representatives of the City. He also spoke about the repercussions Miles City will face if House Bill 50 (HB50) passes. He encouraged people to email Ken Holmlund at ken.holmlund@mt.leg.gov to express their thoughts on the matter.

Councilperson Patten added an additional contact email, kenneth.bogner@mt.leg.gov, for matters concerning HB50.

Councilperson Wilcox requested that a cash report be included with the revenue and expense reports sent to the Finance Committee at month end.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

Finance Committee recommended the following:

1. Submit a Request for Qualifications (RFQ) for architectural services.

** *Councilperson Lott moved to approve the recommendation as read by title only and seconded by Councilperson Broell.*

Councilperson Lott explained that the City does not currently need an RFQ, but thought it was a good idea to have an agreement in place now for future projects. Attorney Rice agreed.

Director Speelmon said that Director Gray and himself had already put together an RFQ for Engineers. It is scheduled to go to publication after Attorney Rice completes his review. He said that he could add the RFQ for Architects to this publication timeframe.

*** The motion passed unanimously, 6-0.*

2. Pursue an Intercap or United States Department of Agriculture (USDA) loan with monthly payments of \$3100 or less.

*** Councilperson Lott moved to approve the recommendation as read by title only and seconded by Councilperson Broell.*

Councilperson Lott stated that of the 1.542 million dollars received, there is approximately \$857,000 left. It is enough money to cover the cost of the Police Department building, but would leave no cash remaining. He said if a loan is pursued then we can give back to other departments and keep cash on hand. He believed the Intercap interest rate was at 1.65% this year.

Councilperson Wilcox asked what the current Intercap loan balance was. Clerk Rowe stated it was currently at \$115,385.

*** The motion passed unanimously, 6-0.*

3. Accept bid from Muggli Contracting for rock crushing.

*** Councilperson Lott moved to approve the recommendation as read by title only and seconded by Councilperson Huber.*

Councilperson Lott said there were three bids received, but two of the bidders wrote in that they were unwilling to mobilize. Muggli Contracting had a fair rate listed, that was slightly higher than the previous year.

Councilperson Wilcox asked if the expense was already budgeted to which Director Gray responded, yes.

Director Speelmon explained how the crushed rock is used in other City projects so rock crushing actually saves the City money.

*** The motion passed unanimously, 6-0.*

4. Write-off Ambulance charges in the amount of \$10,706.51

** *Councilperson Patten moved to approve the recommendation as read by title only and seconded by Councilperson Lott.*

Chief Stevens explained that this was a transfer from Billings to Poplar. The patient passed away and Medicare denied the claim multiple times. Since this occurred, the ambulance does not do transfers that originate outside of Miles City. He explained that other Ambulance Services have been faced with the same issue because of call origination.

** *The motion passed unanimously, 6-0.*

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

A. ORDINANCE NO. 1344 – (First Reading) An Ordinance Amending Section 12-75 of the City of Miles City Flood Code with Respect to Penalties for Violations

** *Councilperson Gardner moved to approve the Ordinance, read by title only, and seconded by Councilperson Patten. On roll call vote, the motion **passed** by unanimous consent, 6-0.*

B. RESOLUTION NO 4392 - A Resolution Requesting Distribution of Bridge and Road Safety and Accountability Program Funds

** *Councilperson Patten moved to approve the Resolution, read by title only, and seconded by Councilperson Lott.*

Director Gray explained that House Bill 473 allocates gas tax funds towards infrastructure projects, road repair and reconstruction, etcetera and that we receive on average one hundred seventy thousand to two hundred thousand dollars annually. This year the funds will be used on the Darling Addition.

****** *On roll call vote, the motion passed by unanimous consent, 6-0.
Resolution No. 4392 passed.*

C. RESOLUTION NO. 4393 - A Resolution Adopting a Revised Program for Public Information Pertaining to the Miles City Floodplain and Floodway.

****** *Councilperson Lott moved to approve the Resolution, read by title only, and seconded by Councilperson Gardner.*

Administrator Malenovsky explained that the floodplain and floodway Program for Public Information was updated to remain compliant with the State.

****** *On a roll call vote, the motion passed by unanimous consent, 6-0.
Resolution No. 4393 passed.*

D. Discussion on Interlocal Agreement with County.

Councilperson Lott stated that this agreement needs to be passed as a twelve-month agreement; the rates for Ambulance need to be updated and/or a service charge put in place.

The Council agreed to move forward with a resolution at a one-year term.

Chief Stevens said that a service agreement would serve better than the current “pay-per-use” charges. Chief Stevens and Mayor Hollowell will initiate communication with the County Commissioners for the upcoming agreement.

ADJOURNMENT

****** *Councilperson Broell moved to adjourn the meeting, seconded by Councilperson Lott and passed unanimously.*

The meeting was adjourned at 7:30 p.m.

John Hollowell, Mayor

Mary Rowe, City Clerk

**SPECIAL COUNCIL MEETING
CLOSED SESSION**

**March 9, 2021
5:00 p.m.**

CALL TO ORDER

The Special Council meeting was held Tuesday, March 9, 2021, 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, Elizabeth Patten, Rick Huber, Austin Lott, Kathy Wilcox and Stacey Broell. Council Member Ken Gardner was excused.

Also present were City Attorney Dan Rice, Attorney Geoff Cunningham, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, and City Clerk/Minute Recorder Mary Rowe.

CLOSED SESSION

ADJOURNMENT

****** *Councilperson Lott moved to adjourn the meeting, seconded by Councilperson Broell and passed unanimously.*

The meeting was adjourned at 5:52 p.m.

John Hollowell, Mayor

Mary Rowe, City Clerk

**REGULAR COUNCIL MEETING March 9, 2021
6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, March 9, 2021, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and online via zomm.us. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Elizabeth Patten, Rick Huber, Austin Lott, Kathy Wilcox and Stacey Broell. Council Member Ken Garner was not present.

Also present were Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Planner in Training Ally Capps, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, Public Utilities Director Tom Speelmon and City Clerk/Minute Recorder Mary Rowe.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 2/9/2021

** *Councilperson Wilcox moved to approve the minutes of the Regular Council Meeting of February 9th, 2021, subject to any changes, and seconded by Councilperson Kassner. The motion passed by unanimous consent, 7-0.*

Human Resources Committee Minutes: 2/2/2021

** *Councilperson Wilcox moved to approve the minutes of the Human Resources Committee Meeting of February 2nd, 2021, subject to any changes, and seconded by Councilperson Kassner. The motion passed by unanimous consent, 7-0.*

SCHEDULE MEETINGS

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

Human Resources Committee Meeting March 25, 2021 @ 4:00 pm

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Chief Colombik handed out Police Department Statistics.

CITY COUNCIL COMMENTS

Councilperson Patten clarified with Administrator Malenovsky that the Woolhouse was not above base flood elevation and that floodproofing needs to be done and permits need to be acquired.

Councilperson Huber stated that he will not be present at the City Council Meeting on the 23rd of March, 2021.

Councilperson Broell was asked by Garfield School if the street sweeper schedule could be changed to suit the teachers schedule; Director Gray was aware of and addressing this request.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

A. ORDINANCE 1344 - An Ordinance Amending Section 12-75 of the City of Miles City Flood Code with Respect to Penalties for Violations

Mayor Hollowell called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

UNFINISHED BUSINESS

A. ORDINANCE 1344 - *(Second Reading)* An Ordinance Amending Section 12-75 of the City of Miles City Flood Code with Respect to Penalties for Violations

****** *Councilperson Patten moved to approve the Resolution, read by title only and seconded by Councilperson Kassner. On roll call vote, the motion passed by unanimous consent, 7-0. Ordinance No. 1344 passed.*

B. RESOLUTION NO. 4388 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL

**AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEAR
2020-2021.**

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

Mayor Hollowell stated that the Resolution has been changed to one year only.

****** *On roll call vote, the motion passed by unanimous consent, 7-0.
Resolution No. 4388 passed.*

NEW BUSINESS

**A. RESOLUTION NO. 4394 – A RESOLUTION ESTABLISHING CITY
OF MILES CITY PERSONNEL POLICIES REGARDING VACATION
LEAVE**

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

Mayor Hollowell explained that the “use it or lose it” portion was extended as employees were unable to take time off during the Covid-19 pandemic.

Councilperson Wilcox added that Governor Gianforte authorized Cities to grant this nine-month extension.

****** *On roll call vote, the motion passed by unanimous consent, 7-0.
Resolution No. 4394 passed.*

B. Approval of February claims

****** *Councilperson Kassner moved to approve February claims, subject to any changes, seconded by Councilperson Lott, and passed unanimously, 7-0.*

ADJOURNMENT

****** *Councilperson Andrews moved to adjourn the meeting, seconded by Councilperson Patten and passed unanimously, 7-0.*

The meeting was adjourned at 6:22p.m.

John Hollowell, Mayor

Mary Rowe, City Clerk

Finance Committee Meeting

February 16, 2021

The Finance Committee met Thursday, February 16, 2021 at 6:00 p.m. in the City Hall Conference room and online via zoom.us. Present were Committee Chair Austin Lott and Committee Members Brant Kassner, Stacy Broell and Elizabeth Patten.

Also present were Fire Chief Branden Stevens, Police Chief Doug Colombik, Public Works Director Scott Gray, Public Utilities Director Tom Speelmon, and City Clerk/Recorder Mary Rowe.

Committee Member Lott called the meeting to order.

1. Elect Chairperson

** *Committee Member Patten moved to elect Austin Lott as Committee Chair and seconded by Committee Member Broell. On a roll call vote the motion passed, 4-0.*

2. Requests of Citizens and Public Comment

None

3. Set a Quarterly Claims Review Schedule

It was discussed and decided to follow the same schedule as last year.

4. Discussion and Recommendation Regarding RFQ for Architectural Services

Committee Member Lott explained that we have the Police Department remodel currently going on and more projects starting in the next five years that will need architectural services. Moving forward with this Request for Quotations (RFQ) will allow the City of Miles City to have Architects on retainer for said upcoming projects, Attorney Rice concurred. He also stated that this does not obligate funds at this time.

Director Speelmon had already put together a general services agreement and an RFQ for Engineers and volunteered to publish the RFQ for Architects at the same time.

** *Committee Member Kassner moved to recommend to Council to approve submitting an RFQ for architectural services, seconded by Committee Member Patten, and **passed** unanimously, 4-0.*

5. Discussion and Recommendation Regarding Covid-19 Reimbursement Funds

Clerk Rowe said that there are approximately \$912,394 remaining of Covid-19 reimbursement funds to date.

Chairperson Lott deducted the monies that were previously appropriated and stated that there would be approximately \$22,000 leftover if the remaining funds were utilized only in the Police Department remodel. Other department's expenses were considered. An Intercap or USDA loan would give the City some flexibility.

Chief Stevens supplied the Committee with Fire/Ambulance report, which highlighted the Covid-19 funds that were submitted in the first round of reimbursements on behalf of Fire/Ambulance and a proposed list of expenses to use the reimbursement on. He noted that of the \$151,349.75 that was submitted in the first round of Covid-19 reimbursement requests, the list only totaled \$112,250 in expenses that were previously cut out of the budget and the remaining \$39,099.75 was to be set aside in the 2701 Fire Fund as a starting point for a new Fire Department.

Director Gray brought up that the pool budget and City Hall budget were cut for this year and both had some unexpected, unbudgeted, expenses this year, such as a pool pump repair, elevator repairs, and mower costs. He requested that some of the reimbursement funds be allocated to the pool and City Hall budgeted expenses.

There was a brief discussion on loan amounts versus interest rates to keep the city within a targeted monthly dollar amount of \$3,100 or less.

****** *Committee Member Lott moved to recommend to Council to approve pursuing an Intercap or United States Department of Agriculture (USDA) loan with monthly payments of \$3,100 or less, seconded by Committee Member Kassner, and **passed** unanimously, 4-0.*

6. Discussion and Recommendation Regarding Concrete Crushing

Director Gray explained that concrete is recycled from contractors/projects, it is crushed down and reused to save money on future City projects. There were three quotes received, but two of which were unwilling to mobilize unless there was a minimum of twenty thousand yards of concrete. Muggli Contracting will crush concrete at a cost of nine dollars a ton. He stated that the cost is already budgeted.

****** *Committee Member Patten moved to recommend to Council to accept bid from Muggli Contracting for rock crushing, seconded by Committee Member Broell, and **passed** unanimously, 4-0.*

7. Discussion and Recommendation to Write-off Ambulance Charges in the amount of \$10,706.51

****** *Committee Member moved to recommend to Council to approve writing off Ambulance charges in the amount of \$10,706.51, seconded by Committee Member, and **passed** unanimously, 4-0.*

8. Adjournment

****** *Committee Member Patten moved to adjourn the meeting, seconded by Committee Member Broell and passed unanimously, 4-0.*

The meeting was adjourned at 7:08 p.m.

Austin Lott, Committee Chairperson

Mary Rowe, Recorder

**Public Safety Committee Meeting
March 2, 2021**

The Public Safety Committee met Tuesday, March 2, 2021, at 6:00 pm via live attendance and Zoom Conferencing in the City Hall Conference Room, 17 S. 8th. Present were Committee Members Elizabeth Patten, Kathy Wilcox and Austin Lott. Excused was: Committee Member Ken Gardner. Also present were: Police Chief Doug Colombik, Police Captain Dan Baker, Mayor John Hollowell, Fire Captain Eddy Kanduch, Fire Captain Jake Richards, Fire Chief Branden Stevens, Dispatch Supervisor Lyne Anderson, AC/CE Officer Mark Winkley, City Building Inspector Russell Murphy, and HR Officer/Recorder Linda Wilkins.

Chairperson Patten called the meeting to order. Item 7 was moved to Item 4

1. Request of Citizens for Public Comment

None.

2. Staff Comments

Chief Stevens reported that a firefighter will out for 30-days for a medical issue. The front apron going into the black top of the street requires repairs, there is a drop off between the apron and the street. The jarring of this drop off caused a hose to become disengaged from the vehicle when leaving the station. The flapping hose may have resulted in injury while the vehicle was enroute to the incident, fortunately this did not happen. Chief Stevens will contact Public Works Director Gray to arrange having the drop off repaired. Call volume is up in the department.

3. Committee Member Comments.

None

4. Discussion of cost for Animal Impound Services.

Committee Member Lott and Officer Winkley have been working on the current charges for animal impound services. According to current MCA the City is not charging enough for spaying and neutering. They have been unsuccessful at obtaining current spay / neuter charges from Miles City Veterinary Service; and East Main Veterinary Service will probably not want to continue with the services that they have been providing to the City. The Custer County Fund for Animals is still willing to transport animals to Billings on a temporary basis. Officer Winkley reported that from his research boarding and impound fees have not been raised for a long period of time and these fees need to be raised. Committee Member Lott stated Billings was charging fees of approximately \$10-\$15 boarding, \$25-\$35 impound, and \$100-\$200 adoption fee.

***Committee Member Lott moved to recommend \$15 boarding fee, \$30 impoundment fee and the adoption fee at the lowest spay or neuter charge determined annually, seconded by Committee Member Wilcox and passed unanimously 3-0.*

The current ordinance allows for transport to local veterinary services, there was discussion on changing "local" so that animals may be transported to other facilities outside of Miles City.

***Committee Member Wilcox moved to recommend to the nearest veterinary facility accepting animals, seconded by Committee Member Lott and passed unanimously 3-0.*

5. Discussion and Recommendation regarding RFQ for the Police Department.

Chairperson Patten stated that there are two contractors interested in bidding on the Woolhouse project. They are B & B Builders out of Sidney and Hardy Construction out of Billings. B & B Builders have done projects with SDI Architect's and Hardy just completed the Stockman Bank project on Main, she spoke with individuals involved with either contractor and all have been satisfied with their performance. Both contractors will be interviewed and scored on March 23.

6. Discussion of MCFR Document

Portions of Chief Stevens' report to the Finance Committee on February 12th were discussed along with the current structure issues at the Fire Department. Inspector Murphy stated he had pulled down sheetrock and OSB board to see if the building was a pole barn construction, it is not, but is a stick frame construction similar to modern construction. The insulation is not in good shape, he found charcoal black in the insulation. He called the International Code Council (ICC), if the building renovations are 50% or more, the entire building will need to be renovated. The framing of the living quarters is not correct by today's standards, the generator on the side of the building, the concrete apron and electrical require repair. Several options were discussed for either new construction or repairs; including renovation, looking at the PAR that had been developed and scaling it down, having a satellite station at the Woolhouse and purchasing the lot that Dr. Williams has for sale for new construction. Inspector Murphy has pictures of his findings in the current fire hall and will distribute copies to all committee members. Committee Member Lott expressed it was important to get the community involved in the decision-making process for the Fire Department. Chief Stevens stated that there are options for temporary places to store equipment, but logistics would have to be worked on should this be required for either renovation or construction. He also expressed that he thought it would be important for a Public Safety mil levy to be considered by Council to cover the costs of a new station. He stated that the City is running out of time and he is concerned about the protection of the citizens, but knew there were no easy answers. Committee Members Wilcox and Lott stated they would work with Chief Stevens on looking at the PAR, reviewing costs and changes. Committee Member Lott also said he would contact Realtor Dawn Bolejack about Dr. Williams vacant lot. This information would help feed the conversation, and a working group could be formed to work toward specifics.

The COVID reimbursement was discussed from the Cycle 2 of funding in the amount of \$151,349.75. The request was reviewed and all items will be funded except lines 3 and 12 for wildland equipment. A budget amendment will need to be prepared and will be considered and a Public Safety Meeting scheduled at 4:15 p.m. March 5, 2021.

7. Discussion and Recommendation of Dispatch Staffing needs to Finance Committee.

Supervisor Anderson informed the committee Prairie County had contacted her regarding the addition of their 911 service to Southeastern Montana Dispatch. This will impact the need for staffing in the dispatch center; however, there will be 911 funding of approximately \$98,000 to provide this service. There is a 911 Board meeting on March 17, 2021 at 1:30 p.m. in Custer County EOC meeting room. This subject will be revisited at a future committee meeting.

8. Adjournment

***Committee Member Wilcox moved to adjourn the meeting, seconded by Committee Member Lott and passed unanimously, 3-0.*

The meeting was adjourned at 8:20 p.m.

**Public Safety Committee Meeting
March 5, 2021**

The Public Safety Committee met Friday, March 5, 2021, at 4:15 pm via live attendance and Zoom Conferencing in the City Hall Conference Room, 17 S. 8th. Present were Committee Members Elizabeth Patten, Kathy Wilcox, Ken Gardner and Austin Lott. Also present were: Fire Chief Branden Stevens and HR Officer/Recorder Linda Wilkins.

Chairperson Patten called the meeting to order.

1. Request of Citizens for Public Comment

None.

2. Review and Recommend an Amendment of Final Budget for FY 2020-2021 to Increase the Budgeted Amount in the Funds for Fire Unbudgeted Expenditures and Revenue received FY 2019-2020 using the CARES Act Reimbursement Funding for the following funds and object codes:

Expenditure

2701-007-420461-940	\$30,000
1000-007-420460-940	\$33,500
1000-007-420460-364	\$10,000
1000-007-420460-214	\$ 8,250
1000-007-420460-230	\$ 3,500
1000-007-420460-360	\$ 7,000
Total	\$92,250

Chairperson Patten had spoken to Chief Stevens and changes were made to the expenditures as presented at the Public Safety Meeting of March 2. They would like to earmark \$73,689 to 2701 for the fire building and decrease other line items. Chief Stevens presented a revised expenditure list to the Public Safety Committee.

***Committee Member Wilcox moved to recommend and approve that Cares Act funding in the amount of \$73,689, seconded by Committee Member Gardner.*

There was a brief discussion that the other line items required adjustment.

***Committee Member Wilcox amended the motion to allocate Cares Act Funding to \$73,689 to the building and the balance going to the amended list, seconded by Chairperson Patten.*

***The amended motion passed on roll call vote, 4-0.*

3. Adjournment

***Committee Member Wilcox moved to adjourn the meeting, seconded by Committee Member Gardner and passed unanimously, 4-0.*

The meeting was adjourned at 4:25 p.m.

Chairperson Elizabeth Patten

Recorder Linda Wilkins

Human Resources Committee
March 4, 2021

The **Human Resources Committee** met Thursday, March 4, 2021, at 4:15 p.m. in the City Hall Conference Room. Present were Committee Members Kathy Wilcox, Stacy Broell, and Dwayne Andrews. Committee Member Rick Huber was excused. Also present were: Mayor John Hollowell, Fire Chief Branden Stevens, Police Chief Doug Colombik, Council Member Stacy Broell, Public Utilities Director Tom Speelmon and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Request of Citizens

None

2. Committee Member Comments

None

3. Review and approve Position Description Revisions

- Utility Billing Assistant

Officer Wilkins explained there were only minor revisions to the position description, including change in Supervisor to the Public Utilities Director, changed to the current formatting for a position description, under Summary of Work the wording “(including scheduling)” and under Physical Requirements, second bullet the word “finger”; were removed from the position description. Committee Member Andrews commented that under Job Performance Standards the words “The extent to which an” be removed from each bullet point.

***Committee Member Broell moved the Utility Billing Assistant position description be approved as amended, seconded by Committee Member Andrews. The motion passed unanimously, 3-0.*

4. Review and recommendation Personnel Policy and Procedure Drug and Alcohol Testing “CDL Holders”

Officer Wilkins explained the procedure was changed to comply with current Federal Motor Carrier requirements and to include medical marijuana. The policy was reviewed by City Attorney Dan Rice.

***Committee Member Broell moved to approve and recommend to City Council the Personnel Policy and Procedure Drug and Alcohol Testing as revised, seconded by Committee Member Andrews. The motion passed unanimously, 3-0.*

5. Review and recommendation Personnel Policy and Procedure Drug Free Workplace

Officer Wilkins explained the procedure was changed to include medical marijuana. The change was recommended by City Attorney Dan Rice.

***Committee Member Andrews moved to approve and recommend to City Council the Personnel Policy and Procedure Drug Free Workplace as revised, seconded by Committee Member Broell. The motion passed unanimously, 3-0.*

6. Review, Revise, Recommend 20-year Wage Scale Matrix wages for all NON-union City Employees for FY 2021-2022:

- Current staff assigned to step reflecting their current # years of service
- New staff start at Step One

The committee reviewed the spreadsheet with current staff placed at their current number of years of service. The decision was made to use different percentages from probation through Step 5, increase the percentage for Steps 6 through 8, increase the percentage for Steps 9 through 10 and then the next two steps will 15 and 20 with a larger increase for these two steps. Officer Wilkins will prepare an Excel worksheet for presentation at the next HR Committee meeting that will have the ability to try different percentages.

7. Upcoming HR Activities

- Managers review, revise and submit to HR PD updates now
- All performance evals and PE and Wage increase requests with all supporting documentation submitted to HR by May 15
- COLA increase recommendation to Finance by June 1

8. Next Meeting: March 18, 2021; 4:15 p.m.

9. Adjournment

***Committee Member Andrews moved to adjourn, seconded by Committee Member Broell. The motion passed unanimously 3-0.*

The meeting was adjourned at 5:20 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

Flood Control Committee
March 4, 2021

The Flood Control Committee met Thursday, March 4, 2021, at 6:00 p.m. in the City Hall Conference Room. Those present were Chairperson Ken Gardner, Committee Members Elizabeth Patten and Austin Lott. Committee member Brant Kassner was excused.

Also present were: Floodplain Administrator Samantha Malenovsky, Council Member Stacy Broell and Human Resources Officer/Minute Recorder Linda Wilkins.

1. Request of Citizens/Public Comment:

-None-

2. Committee Members Comments:

-None-

3. Election of Chairperson

****** *Committee Member Lott moved to elect Brant Kassner as Chairperson, seconded by Committee Member Gardner.*

On roll call vote the motion passed, 3-0.

4. Update on various flood projects/issues

Administrator Malenovsky gave the committee an overview of the flood project. She presented a letter for the Corps of Engineers of February 5, 2021 regarding the current financial status of the Tongue River Section 205 Flood Risk Feasibility Study through December 2020; including the in-kind work that has been approved for the project. There was discussion regarding setting up a special district for the flood project, the city has spoken with Bob Murdo on this matter. Committee Member Patten suggested possibly setting up a Port Authority for the City of Miles City, Administrator Malenovsky will check into this possibility. The City had received an FMA grant in the amount of \$100,000 with 75/25 match; the total project was \$100,461.48. The match was paid with work in-kind and some matching dollars. The FMA grant was used to complete the Master Stormwater Plan which was completed by KLJ Engineers, she has provided a copy to each committee member for review and if there were questions to please contact her. The plan outlines a three-phase project with costs associated with each phase. As part of this project, the old lagoon holding ponds could be worked in to store excess stormwater. Since this project will affect street districts 204 and 205 there will be some financial help through Public Works, also the State will begin working on Highway 59 North, when this construction begins they will work in conjunction with the City to help facilitate aspects of the Stormwater project that would be part of the highway project. Research will also be done for any available grants to assist in funding the project.

In the future it would be good to review flood permit fees. The fees are not covering the costs of issuing a flood permit. The PPI committee met and updated the PPI document to current flood insurance data. The State House of Representatives was looking at a bill regarding changes to the

floodway, which would have affected costs to the City and home owners. Danette Cremer was instrumental in getting the bill tabled.

5. Adjournment

** *Committee Member Lott moved to adjourn the meeting, seconded by Committee Member Patten and passed unanimously, 3-0.*

There being no further business, the Committee adjourned at 6:50 p.m.

Respectfully Submitted,

Ken Gardner, Chairperson

Linda J. Wilkins, Recorder

To whom this may concern,

My name is Steven Palmeri and I am interested in being on the board of the City Planning Committee. I thank you for the consideration and your time.

I hope all is well

Steven Palmeri

A handwritten signature in black ink, appearing to read 'SP', written in a cursive style.

3/4/21

To Whom This Concerns,

My name is Jason Oddy, born and raised here in Miles City. I am interested in joining the City Planning Board in hopes to help better the community not only for the businesses and citizens of Miles City but for my family and friends as well. I feel I would be a great candidate to the Board as I could bring in new planning ideas and take action to resolve any issues that may arise. I find myself to be a very responsible, hardworking, and ambitious individual.

Thank you for taking time out of your day to read this letter.

Sincerely,

A handwritten signature in black ink that reads "Jason Oddy". The signature is written in a cursive style with a long, sweeping underline.

Jason Oddy

Contact Information

Jason Oddy

Cell Number: 406-951-2516

Work Number: 406-234-1206

New Business

ORDINANCE NO. 1345

AN ORDINANCE AMENDING SECTIONS 4-71, 4-72, and 4-75 OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, WITH REGARDS TO ANIMALS REDEMPTION BY OWNER; FEE, RELEASE TO PERSON OTHER THAN OWNER AND DISPOSITION OF UNCLAIMED ANIMALS.

BE IT ORDAINED, by the City Council of the City of Miles City, Montana, as follows:

Section 1. Section 4-71 shall be amended to read as follows:

Sec. 4-71. – Redemption by owner; fee.

It is the duty of the animal control officer or any authorized representative of the animal control officer to release any dog or cat from the city-county pound upon presentation of satisfactory proof of ownership indicating that the dog or cat is duly licensed by the city and properly vaccinated against rabies, both for the current period, and upon payment of the pound service and boarding fees. In accordance with sections 4-70 and/or 4-73, the pound service fee shall be \$30.00. The boarding fee shall be \$15.00 for each day (or part thereof) the dog or cat has been in the pound. As stated in MCA 7-23-4202(b) “the person to whom the animal is released agrees in writing to have the animal spayed or neutered and a deposit for spaying or neutering the animal has been paid. The deposit must be in an amount determined by the humane society or publicly operated animal shelter or pound to be comparable to the lowest fee for spaying or neutering that is charged by veterinarians in the locale.” The animal control officer shall determine and/or confirm the lowest fee on an annual basis with the local veterinarians, and shall post such information at the city-county pound.

No owner/person with a pending charge of animal cruelty may redeem an impounded animal.

Section 2. Section 4-72 shall be amended to read as follows:

Sec. 4-72. – Release to person other than owner.

After notice as required by section 4-69 has been issued and after three full business days of impoundment, such dog or cat may be released to any person, except as stated in section 4-71 or section 4-75, upon the payment of the pound service and boarding fees. At the discretion of the animal control officer, an animal may be taken to the nearest facility accepting animals for euthanasia or adoption.

Section 3. Section 4-75 shall be amended to read as follows:

Sec. 4-75. – Disposition of unclaimed animals.

At the discretion of the animal control officer, any unclaimed animals may be taken to the nearest facility accepting animals for euthanasia or adoption. No unclaimed animal or animals may be sold or redeemed for commercial/research facilities or person representing such facilities. No person may redeem an animal or animals without adequate proof of ownership or adequate proof of ability to care for said animals.

Section 4. This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 23rd day of March, 2021.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED AND ADOPTED this 13th day of April, 2021.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4395

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT ENTITLED "STATE OF MONTANA AGREEMENT" WITH THE STATE OF MONTANA HISTORIC PRESERVATION OFFICE FOR PARTIAL FUNDING OF THE HISTORIC PRESERVATION OFFICER POSITION.

WHEREAS, the City of Miles City desires to enter into an agreement with the Montana State Historic Preservation Office to assist in the funding of the Miles City Historic Preservation Officer position;

AND WHEREAS the Montana State Historic Preservation Office has prepared an Agreement setting for the obligations of the City and the State, and the City of Miles City desires to enter into such Agreement;

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

1. The "State of Montana Agreement MT 21-023," 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 Agreement 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, THIS 23RD DAY OF MARCH, 2021.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Exhibit A

STATE OF MONTANA AGREEMENT

MT-21-023

This Grant Agreement (the "Agreement") is hereby made between the City of Miles City, 17 South Eighth Street, Miles City, MT 59301, DUNS# 134230325 (the "Subgrantee"), and the Montana State Historic Preservation Office (SHPO), Montana Historical Society (MHS), 225 North Roberts, PO Box 201202, Helena, Montana 59620-1202 (the "Grantor" or the "State"). Liaison for the Subgrantee is Ally Capps, the Historic Preservation Officer (HPO). Liaison for the Grantor is Kate Hampton, Community Preservation Coordinator.

The State expects to be awarded \$926,767 of grant monies from the U.S. Department of the Interior, the National Park Service under the Historic Preservation Fund for the federal fiscal year of 2021 (federal grant period to begin October 1, 2020, and end September 30, 2021). The funding for this agreement is provided by this award, CFDA number 15.904, Historic Preservation Fund Grants-In-Aid. The Federal Award Identification Number assigned by the National Park Service is yet to be determined.

The two parties, in consideration of mutual covenants and stipulations described below, agree as follows:

1. EFFECTIVE DATE, DURATION, AND RENEWAL

This Agreement shall take effect on April 1, 2021, and shall terminate on March 31, 2022, unless a new termination date is set or the Agreement is terminated as provided in this Agreement. Total payments by the Grantor for all purposes under this Agreement shall not exceed \$6,000.00. In the event that the Grantor does not receive full funding from the National Park Service (NPS), the total grant award may be reduced, as outlined in "The Montana Certified Local Governments Manual." Payment shall be made on a reimbursement basis by request of Subgrantee to the Grantor. In no event is this Agreement binding on the State unless State's authorized representative has signed it. Any legal counsel signature approving legal content of the Agreement and any procurement officer signature approving the form of the Agreement do not constitute an authorized signature.

2. SERVICES AND/OR SUPPLIES

The Subgrantee shall:

1. Maintain an active Historic Preservation Commission (HPC) that will advocate for preservation, assist the HPO to accomplish preservation goals, and fill vacancies on the HPC promptly.
2. Participate in and carry out the responsibilities for Certified Local Government (CLG) program status as outlined in "The Montana Certified Local Government Manual."
3. Ensure historic preservation concerns are considered at all levels of local government planning and are incorporated as goals of other local, state, and federal projects.
4. Administer local preservation ordinances.
5. Designate a minimum half-time designated Historic Preservation Officer (HPO) who demonstrably plays an active and consistent role in the conduct of the Subgrantee's historic preservation activities. On behalf of the Subgrantee it is the role of HPO to conduct these activities and/or work with the HPC to:
 - a. Regularly report on HPC activities at local government Commission meetings and be available for comment to these groups and other local government offices;
 - b. Provide technical assistance, direction, and/or literature on historic preservation tax credits, National Register, federal regulations, and Secretary of Interior Standards;
 - c. Evaluate historic properties for potential and feasible reuse and rehabilitation;
 - d. Coordinate, promote, and participate in events such as National Historic Preservation Month and/or other preservation related activities;
 - e. Cooperate and communicate with the Grantor and fellow HPOs/HPCs in Montana and elsewhere as appropriate; and
 - f. Submit Semi-Annual Progress Reports, meeting minutes, and financial reports per deadlines outlined in this agreement. In the Final Progress Report, the HPO will identify the benefits the local government has derived

as a result of the employment of a HPO, the needs of the local government for future professional preservation efforts, and any additional functions of the HPO carried out which further the understanding and implementation of historic preservation values and objectives in the local government.

6. Send at least one (1) person from the CLG to SHPO-approved training. The attendee shall attend the entire training and report back to their HPC.

All work completed under this funding Agreement must meet the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation as interpreted by the Grantor. Final products or services that do not fulfill the requirements of this Agreement, and do not comply with the appropriate Secretary of the Interior's Standards, will not be reimbursed, and any advance payments made in connection with such products or services must be repaid to the Grantor.

3. CONSIDERATION/PAYMENT

3.1 Payment Schedule. In consideration of services rendered in this Agreement, the Grantor agrees to pay the Subgrantee as follows:

1. The Subgrantee agrees to submit Semi-Annual Progress Reports, meeting minutes, and Requests for Reimbursement. Reports will be accompanied by the following documentation:
 - a. The Subgrantee's name, address, and Agreement Number MT-21-023;
 - b. A report discussing the work completed during the reporting period. Include meeting agendas and minutes;
 - c. An itemized listing of cash or in-kind donations that comprise the non-federal match;
 - d. An itemized listing of project expenses that are charged to the federal grant. If indirect costs (IDC) are claimed for reimbursement (or match), the IDC rate must be in accordance with 2 CFR Part 200.414. A copy of the IDC approval letter from the Cognizant agency must be submitted to the Grantor and approved prior to any reimbursement;
 - e. Receipts, invoices, and/or financial reports sufficient to document each expenditure;
 - f. The net request for payment (reimbursement); and
 - g. Products produced during the reporting period.
2. All Requests for Reimbursement must be approved by the Grantor prior to payment. Payment for work completed under this Agreement may be withheld pending the delivery and acceptance of such items. All Subgrantees must retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of three (3) years or until an acceptable audit (accessible by auditors) has been performed and all claims and audit findings involving the records have been resolved. The 3-year retention period starts from the date of the submission of the final report. A final Request for Reimbursement must be submitted within thirty (30) days of the termination of this Agreement to qualify for payment.
3. All Requests for Reimbursement will be reviewed for eligibility and allowability under Chapters 12, 13, and 14 of the NPS Historic Preservation Fund Manual and the Montana Certified Local Governments Manual. The Subgrantee may request a copy of the Montana Certified Local Governments Manual from the Grantor and the Historic Preservation Fund Manual is available for inspection at the SHPO.
4. The Subgrantee shall, at minimum, provide documentation detailing forty percent (40%) matching non-federal funds for the overall grant award. In order to receive the full grant award of \$6,000.00, the minimum dollar amount of match necessary to be provided by the Subgrantee is \$4,000.00 in matching in-kind services or cash. In the event that the grant award is reduced, the match requirement would be reduced proportionally. Requests for Reimbursement require the same 40% documentation relative to the amount requested. The accepted Grant Application, reviewed and approved by the Grantor, provides an estimation of sources and amounts of matching funds from the Subgrantee.

5. The Grantor may retain final payment of federal grant funds until such time as the approved project work has been successfully completed and all conditions of this Agreement have been met.

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

3.3 Reference to Agreement. The Agreement Number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Agreement. If the number is not provided, the State is not obligated to pay the invoice.

4. ACCESS AND RETENTION OF RECORDS

4.1 Access to Records. The Subgrantee shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine Agreement compliance. The State may terminate this Agreement under Section 20, Severability, without incurring liability, for the Subgrantee's refusal to allow access as required by this section (18-1-118, MCA).

4.2 Retention Period. The Subgrantee shall create and retain all records supporting the services rendered for a period of eight (8) years after either the completion date of this Agreement or termination of the Agreement.

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

5.1 The Subgrantee agrees that the procurement of services, supplies, equipment, and construction will be obtained efficiently and economically and in compliance with the applicable federal laws, and of 2 CFR Part 200.317 through 200.326, and Chapter 17 of the Historic Preservation Fund Manual.

5.2 The process for the selection of subcontractors to perform the services under this Agreement, regardless of whether by competitive bidding or negotiated procurement shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of what is considered to be restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms or individuals in order for them to qualify to do business, (2) noncompetitive practices between firms, (3) organizational conflicts of interest, and (4) unnecessary experience and bonding requirements.

5.3 Competitive bidding or negotiated procurement is required for all survey and planning subcontracts. Proposals shall be requested from an adequate number of sources (at least two or three sources) to permit reasonable competition. The Request for Proposals shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The Request for Proposals shall identify the survey or planning area, population, number of properties to be inventoried, funds available and volunteer support (if applicable). The Subgrantee shall document in writing the evaluation criteria used and the results of the technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for subcontract award. Subcontractors shall be selected on the basis of qualification, subject to negotiation of fair and reasonable compensation. Unsuccessful offerors shall be notified promptly. A copy of documentation of the selection process will be submitted to the Grantor prior to the initiation of the project.

5.4 Non-competitive negotiation may be used with prior written approval from the Grantor when, after the solicitation in accordance with Section 5.3 above, competition is determined inadequate.

5.5 The Subgrantee will notify the Grantor upon the selection of a subcontractor. The Subgrantee will verify subcontractor is not on the debarred list. A copy of this contract will be submitted to the Grantor for review and written approval prior to its execution.

- 5.6 Prior to the beginning of project work or any grant payment, the Subgrantee must submit to the Grantor the below listed items to demonstrate that the federal procurement requirements have been met in full:
- a. Copies of the letters to qualified sources and public advertisements requesting proposals and/or invitations to bid;
 - b. Copy of the Subgrantee documentation of the selection criteria and process;
 - c. A copy of the successful proposal and a description of the Subgrantee reasons for selection;
 - d. Listing of the unsuccessful offerors; and
 - e. Copy of the proposed contract between the Subgrantee and the subcontractor.

Note: The Grantor must review and approve all contracts between the Subgrantee and subcontractors prior to their execution. The parties agree that there will be no assignment or transfer of this Agreement or any interest in the Agreement and that no service required under this Agreement may be performed under subcontract unless both parties agree in writing.

6. EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Sections 49-2-303 and 49-3-207, MCA, and the federal Civil Rights Act of 1964 (as amended), and Equal Employment Opportunity statute, in all hiring or employment made possible by or resulting from this Agreement, the Subgrantee: 1) will not discriminate against any employee or applicant for employment because of race, color, social condition, religion, sex, age, national origin, marital status, creed, political affiliation, or physical or mental handicap; and 2) will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement applies to, but is not limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee will comply with all applicable statutes and Executive Orders on Equal Employment Opportunity, including enforcement provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

7. FAIR LABOR STANDARDS

The Subgrantee agrees to comply with all federal and state wage and hour rules, statutes, and regulations, and warrants that all applicable federal and state fair labor standards and provisions will be complied with both by the Subgrantee and any subcontractors, in the event that subcontracted services are employed to fulfill the terms and conditions of this Agreement are agreed upon by the Grantor and the Subgrantee.

8. PROHIBITION AGAINST LOBBYING

The Subgrantee must conform to provisions of 18 USC 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, November 2, 2002:

"No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this Section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this Section shall constitute violations of Section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply." Thus, costs associated with activities to influence legislation pending before Congress, commonly referred-to as "lobbying" is unallowable under this Agreement.

9. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, the Subgrantee shall indemnify and hold harmless the State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses, and expenses, including the cost of defense thereof, to the extent caused by or arising out of the Subgrantee's negligent acts, errors, or omissions in work or services performed under this Agreement, including but not limited to, the negligent acts, errors, or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts the subcontractor may be liable.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Subgrantee shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Subgrantee nor its employees are State employees. This insurance/exemption must be valid for the entire Agreement term. Upon expiration, a renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

11. COMPLIANCE WITH LAWS

The Subgrantee shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to:

- 11.1 The Montana Human Rights Act, Executive Order 11246 (as amended), the Equal Pay Act of 1963, Title VI of the Civil Rights Act of 1964 (as amended) (78 Stat. 252; 42 U.S.C. §§2000d et seq.), and the Americans with Disabilities Act of 1990, and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- 11.2 In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Subgrantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.
- 11.3 The Subgrantee will comply Title V, Section 504 of the Rehabilitation Act of 1973 (as amended) (87 Stat. 394; 29 U.S.C. §794) which provides that no qualified handicapped person shall, on the basis of 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.
- 11.4 The Subgrantee will comply with the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) prohibiting discrimination on the basis of age in programs and activities receiving federal Financial assistance.
- 11.5 The Subgrantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees, and taxes under the Patient Protection and Affordable Care Act (P.L. 111-148, 124 Stat. 119). Any subletting or subcontracting by the Subgrantee subjects subcontractors to the same provisions.
- 11.6 Minority Business Enterprise Development: Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- 11.7 The Subgrantee will comply with Paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000 (as amended) and those award terms put forth in 2 CFR §175.15 <https://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.
- 11.8 The Subgrantee will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

11.9 Debarment and Suspension (Executive Orders 12549 and 12689)—the Subgrantee may not be, nor subcontract with, parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Additional Indemnification. Claims under this provision also include those arising out of or in any way connected with the Subgrantee's breach of this Agreement, including any claims asserting that any of the Subgrantee's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to excise taxes or penalties imposed on the State under Internal Revenue Code (“Code”) §§ 4980H, 6055, or 6056.

The Subgrantee agrees to comply with all federal and state wage and hour rules, statutes, and regulations, and warrants that all applicable federal and state fair labor standards and provisions will be complied with both by the Subgrantee and any subcontractors, in the event that subcontracted services are employed to fulfill the terms and conditions of this Agreement are agreed upon by the Grantor and the Subgrantee.

12. DISABILITY ACCOMMODATIONS

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

13. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

The Subgrantee acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired (18-5-603, MCA). Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

14. REGISTRATION WITH THE SECRETARY OF STATE

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

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

15. MODIFICATIONS AND PREVIOUS AGREEMENTS

15.1 This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached to the original of this Agreement, except as provided under Section 20. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

15.2 Any changes that substantially alter the scope of work or the cost of the approved project must be submitted by the Subgrantee as a project amendment. These amendments must have prior written approval from NPS before the change is implemented. Change orders will be treated as amendments. The

Subgrantee must consult with the Grantor to review the proposed change to determine if it substantially alters the scope of work or the cost of the approved project. If the Grantor determines the change to be substantial, the Grantor will process the amendment through NPS. Failure of the Subgrantee to notify the Grantor of any such changes may be construed as just cause for revocation and/or recovery of the grant funds by the Grantor.

16. CONFLICT OF INTEREST

No officer or employee of the MHS or member of the MHS Board or State Historic Preservation Review Board and no member of the Subgrantee's governing body at localities in which the project is situated or being carried out who exercises any functions or responsibilities, or who enjoys a position of influence in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects their personal or pecuniary interest. The Subgrantee agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

17. INTELLECTUAL PROPERTY/OWNERSHIP

- 17.1 Mutual Use.** The Subgrantee shall make available to the federal government and the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice, or created in whole or in part under this Agreement, if such availability is necessary for the State to receive the benefits of this Agreement. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Agreement. This mutual right includes (i) all deliverables and other materials, products, modifications that the Subgrantee has developed or prepared for the State under this Agreement; (ii) any program code, or site-related program code that the Subgrantee has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Agreement; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".
- 17.2 Title and Ownership Rights.** The State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "Content"), but grants the Subgrantee the right to access and use Content for the purpose of complying with its obligations under this Agreement and any applicable statement of work.
- 17.3 Ownership of Work Product.** The Subgrantee shall execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.
- 17.4 Copy of Work Product.** The Subgrantee shall, at no cost to the State, deliver to the State, upon the State's request during the term of this Agreement or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or such expiration or termination.
- 17.5 Ownership of Subgrantee Pre-Existing Materials.** The Subgrantee retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods, or related rights and derivatives that the Subgrantee owns at the time this Agreement is executed or otherwise developed or acquired independent of this Agreement and employed by the Subgrantee in connection with the services provided to the State (the "Subgrantee Pre-existing Materials"). Subgrantee Pre-existing Materials are not Work Product. The Subgrantee shall provide full disclosure of any Subgrantee Pre-Existing Materials to the State before its use and to prove its ownership. If, however, the Subgrantee fails to disclose to the State such Subgrantee Pre-Existing Materials, the Subgrantee shall grant the State a non-exclusive, worldwide, paid-up license to use any Subgrantee Pre-Existing Materials embedded in the Work Product to the extent such Subgrantee Pre-Existing Materials are necessary for the State to receive the intended benefit under this Agreement. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 17.3, Ownership of Work Product, or as

may be expressly agreed in any statement of work, the Subgrantee shall retain title to and ownership of any hardware it provides under this Agreement.

18. PATENT AND COPYRIGHT PROTECTION

- 18.1 Third-Party Claim.** If a third party makes a claim against the State that the products furnished under this Agreement infringe upon or violate any patent or copyright, the State shall promptly notify the Subgrantee. The Subgrantee shall defend such claim in the State's name or its own name, as appropriate, but at the Subgrantee's expense. The Subgrantee shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.
- 18.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Subgrantee may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine whether the Agreement has been breached.
- 18.3** Except as otherwise provided in the terms and conditions of the grant Agreement, the Subgrantee is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty-free, non-exclusive, and irrevocable license throughout the work to the Grantor and/or the United States government to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.
- 18.4** Any materials produced as a result of this Agreement which are to be publicly distributed, shall include the following statement:
"The (activity) that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U.S. Department of Interior, and administered by the SHPO of Montana. The contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior or the Montana Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or SHPO."
- 18.5** Publications must include the nondiscrimination statement:
"This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:
The Office for Equal Opportunity
National Park Service
849 C Street, N.W.
Washington, D.C. 20240"
- 18.6** The Subgrantee shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner that provided SHPO and the United States government with written permission to use the material in the manner provided herein.

19. AUDITING

The Subgrantee agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative post audit and analysis purposes in determining compliance with the terms of this Agreement. The Grantor shall maintain all administrative and fiscal records relating to this project for three (3) years after the final grant reimbursement is made by the Grantor to the Subgrantee. Notwithstanding the provisions of Section 20, this Agreement shall automatically terminate upon any refusal of the Subgrantee to allow

access to records necessary to carry out the legislative post audit and analysis functions set forth in Title 5, Chapter 12 and 13, MCA, and the financial and programmatic audit conducted by the Secretary of the Interior and the Comptroller General of the United States provided for in 2 CFR Part 200.333 through 200.338.

For local governments and school districts, the Subgrantee will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Subgrantees, such as Tribal Communities and Non-Profit Organizations, will provide the report to the Montana Historical Society, State Historic Preservation Office.

Non-federal entities that expend \$750,000 or more during a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>

Non-federal entities that expend less than \$750,000 for a fiscal year in federal awards are exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

20. SEVERABILITY

It is understood and agreed by the parties hereto that a declaration by any court or any other binding legal source that any provision of the Agreement is illegal and void shall not affect the legality and enforceability of any other provision of the Agreement, unless the provisions are mutually and materially dependent.

20.1 Termination for Cause with Notice to Cure Requirement. The Subgrantee may terminate this Agreement for the State's failure to perform any of its duties under this Agreement after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 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.

20.2 Reduction of Funding. The State must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the State's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this Agreement as required by law. The State shall provide the Subgrantee the date State's termination shall take effect. The State shall not be liable to the Subgrantee for any payment that would have been payable had the Agreement not been terminated under this provision. As stated above, the State shall be liable to the Subgrantee only for the payment, or prorated portion of that payment, owed to the Subgrantee up to the date State's termination takes effect. This is the Subgrantee's sole remedy. The State shall not be liable to the Subgrantee for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

21. EVENT OF BREACH – REMEDIES

21.1 Event of Breach by Subgrantee. Any one or more of the following Subgrantee acts or omissions constitute an event of material breach under this Agreement:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Agreement;
- Failure to perform any of the other terms and conditions of this Agreement, including but not limited to beginning work under this Agreement without prior State approval or breaching Section 27, Meetings, obligations; or

- Voluntary or involuntary bankruptcy or receivership.

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

21.3 Actions in Event of Breach. Upon the Subgrantee's material breach, the State may:

- Terminate this Agreement under Section 20.1, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Agreement, at law, or in equity; or
- Treat this Agreement as materially breached and, except as the remedy is limited in this Agreement, pursue any of its remedies under this Agreement, at law, or in equity.

Upon the State's material breach, Subgrantee may:

- Terminate this Agreement under Section 20.1, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Agreement, at law, or in equity; or
- Treat this Agreement as materially breached and, except as the remedy is limited in this Agreement, pursue any of its remedies under this Agreement, at law, or in equity.

22. GENERAL AND SPECIFIC CONDITIONS

The Subgrantee agrees to follow the General and Specific Conditions according to this Agreement and Chapter 5 of the Historic Preservation Fund Manual.

23. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five (5) working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Agreement, unless the parties mutually agree that the obligation is excused because of the condition.

24. WAIVER OF BREACH

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

25. CONFORMANCE WITH CONTRACT

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

26. LIAISONS AND SERVICE OF NOTICES

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

Kate Hampton is the State's liaison
Address: MT SHPO, 1301 E. Lockey
City, State, Zip: Helena, MT 59620-1202
Telephone: (406) 444-7742
Email: khampton@mt.gov

Ally Capps is the Subgrantee's liaison
Address: 17 South Eighth Street
City, State, Zip: Miles City, MT 59301
Telephone: (406) 234-6339
Email: mcplanner@milescity-mt.org

- 26.2** **Notifications.** The State's liaison and Subgrantee's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing.

27. MEETINGS

Subgrantee shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Agreement term or to discuss the progress made by the Subgrantee and State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide the Subgrantee a minimum of three (3) full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at the Subgrantee's option and expense, a conference call meeting may be substituted. The Subgrantee's consistent failure to participate in problem resolution meetings, the Subgrantee missing or rescheduling two consecutive meetings, or the Subgrantee's failure to make a good faith effort to resolve problems may result in termination of the Agreement.

28. CHOICE OF LAW AND VENUE

Montana law governs this Agreement. The parties agree that any litigation concerning this bid, proposal, or this Agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

29. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act (P.l. 111-148, 124 Stat. 119).

30. AUTHORITY

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

31. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

- 31.1** **Agreement.** This Agreement consists of twelve (12) numbered pages and any attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.
- 31.2** **Entire Agreement.** These documents are the entire Agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

32. WAIVER

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

33. EXECUTION

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

STATE OF MONTANA

City of Miles City

Montana Historical Society

17 South Eighth Street

225 North Roberts

Miles City, MT 59301

Helena, Montana 59620-1201

DUNS # 134230325

BY: Denise King/Administrator

BY: John Hollowell, Mayor

Centralized Services Division, Montana Historical Society

(Name/Title)

(Signature)

(Signature)

DATE:

DATE:
