

**MASTER CONTRACT HHS-PHSD-00000507  
TASK ORDER NUMBER 25-07-4-31-104-0**

**TO THE MASTER CONTRACT  
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026  
BETWEEN THE STATE OF MONTANA,  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
AND CARBON COUNTY**

Immunization Program

**SECTION 1. PARTIES**

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Carbon ("Contractor"), Federal ID Number 81-6001339, UEI SB27NJFF6XT9 and 10 S OAKES, Red Lodge, MT 59068.

**THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 2. PURPOSE**

The purpose of this Task Order is to reduce the burden of vaccine preventable disease within the Contractor's service area by ensuring the oversight and provision of immunization services for children, adolescents, and adults.

**SECTION 3. TERM OF TASK ORDER**

- A. The term of this Task Order for the purpose of delivery of services is from 07/01/2024 through 06/30/2025.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

**SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK**

- A. The Contractor agrees to provide the following services:
  - 1. Obtain and maintain staff proficiency in imMTrax the statewide immunization information system (IIS).
    - a. Updating and maintaining immunization records in the IIS.
    - b. Ensuring all employees requiring imMTrax access complete the appropriate access requests and agreements.

- c. Ensuring all employees requiring imMTrax access complete training/updates applicable to their user role. DPHHS offers training throughout the year through a variety of media including in-person trainings and webinars.
  - d. Ensuring a minimum of one employee is trained in and obtains imMTrax access that has the ability to merge client records. Designated employee(s) should have plans to review the merge queue on a frequent and ongoing basis.
  - e. Providing accurate and timely documentation of staffing changes resulting in imMTrax user deletion or adjustments in user roles as outlined in the imMTrax IIS Memorandum of Agreement.
2. As appropriate, provide aid to schools, upon request, regarding school immunization requirements.
  3. Collaborate with local public health communicable disease program to identify pregnant women who are hepatitis B positive and assist case management in ensuring hepatitis B prophylaxis for the infant after birth.
  4. Provide and/or coordinate the delivery of immunization services, when requested, to children, adolescents, and adults per standing orders/facility medical protocol.

Suggested activities may include, but are not limited to:

- a. Offer routine vaccines at regularly scheduled times and maintain walk-in availability for those who are unable to make appointments.
- b. Offer vaccines at non-routine immunization clinics such as clinics at schools or sports physicals.

Report quarter 1, on the Clinic Information Form (attachment A) when your immunization clinic is available to provide vaccines. Include the day(s) of the week and times immunization clinics are offered and if your clinic allows for walk-ins. Provide a description of any off-site clinics your jurisdiction may hold throughout the year for the public (for example: school or influenza clinics).

5. Collaborate with your local Women, Infants, Children Program (WIC) throughout the contract period to ensure WIC clients are up to date with Advisory Committee on Immunization Practices (ACIP) recommended vaccinations.

Suggested activities may include, but are not limited to:

- a. Checking the immunization status of children prior to the WIC visit;
- b. Providing immunization services and/or recall/reminder notices for the parents.

Report quarterly, on the WIC Collaboration Form (Attachment B), describing how your county collaborates with the WIC program in your area during first quarter or if it changes throughout the year. Each quarter please provide us with the total number of WIC clients assessed, total number of records reviewed, how many were up to date, how many were not up to date, how many of those you immunized during that quarter, total of records not available, and any highlights that your county is doing currently.

6. Select at least one quality improvement (QI) project listed below to complete over the next contract year. These strategies are designed to increase on-time vaccination of children and

adolescents. The strategy selected should be something new or an enhancement of an existing strategy you are currently using.

Suggested activities may include, but are not limited to:

- a. Schedule the next visit before the patient leaves the office;
  - i. Consider scheduling the next visit prior to administering vaccines; scheduling the next visit even if client is unsure they can make the appointment and they can reschedule if necessary; train multiple people to schedule appointments; having the vaccinator schedule from the treatment room if the front desk is too busy with new clients.
- b. Leverage IIS functionality to improve immunization practice;
  - i. Use imMTrax tools including coverage rate, recall/reminder, and/or manage population reports.
- c. Give a strong vaccine recommendation (including HPV) and vaccine conversations;
  - i. Use resources designed to guide you and your staff with conversational techniques for discussing vaccines with parents: talking to parents about vaccines; HPV resources.
- d. Strengthen vaccination communications;
  - i. Develop a vaccination policy/statement for patients; look for posters, social medial posts, etc. for addressing the community; share specific vaccine information with parents of children and/or teens.
- e. Custom quality improvement activity.
  - i. Develop a county specific vaccine QI strategy/project to increase on-time or catch-up vaccination of children and adolescents.

Report quarterly, on the Quality Improvement Form (Attachment C), what quality improvement project has been selected from the list of strategies; summarize the status of what is happening in your office currently. Summarize opportunities for improvement i.e., what you would like to do to improve; describe action items i.e. who is assigned to review, train, implement each aspect of the strategy with dates and specific action items.

7. Maintain current and identify new programs and partners within local jurisdictions to develop partnerships for routine vaccine outreach, education, and planning to increase community capacity to provide opportunities for routine vaccination for at-risk communities.

Required activities to include:

- a. Offer education programs created and provided by the Montana Immunization Program or CDC;
- b. Develop and disseminate targeted materials for vaccine confidence and education to underserved populations;
- c. Collaborate with private clinics, other public health programs, community-based organizations, and other stakeholders to promote immunizations in your jurisdiction.

Examples may include, but are not limited to:

- i. Collaborate with cancer prevention partners to promote HPV vaccination.
- ii. Collaborate with other immunization clinics in your jurisdiction to provide immunization education materials for pregnant women and their infants.
- iii. Collaborate with correctional facilities to educate about routine vaccinations and ensure these populations have access to vaccination services.
- iv. Collaborate with long term care and other high-risk congregate care settings to educate about routine vaccinations and ensure these populations have access to vaccination services.
- v. Provide professional development and training to ensure workforce is proficient in providers services to at risk communities.

Report quarterly, on the Promote Partnerships and Vaccination Services Form (Attachment D) what activities were implemented and include information on how many people attended trainings, meetings, and/or how many were vaccinated.

8. Collaborate with local Public Health Emergency Preparedness (PHEP) program personnel, as appropriate, to improve and maintain community preparedness for influenza and other vaccine preventable disease pandemic responses.

Required activities to include:

- a. Collaborating with PHEP partners to assist in the completion of immunization specific deliverables as described in the PHEP contract.
  - i. IZ1- Report the number of off-site vaccination clinics conducted and doses of vaccine administered. Due quarterly.
  - ii. IZ2- Provide a list of influenza vaccine partner meetings, planning meetings, or vaccine preventable messaging activities. If promotional materials were used, indicate types used. Due quarterly.
  - iii. CM1- Off-site Point of Dispensing (POD) Vaccination Clinic; includes conducting off-site vaccination clinic as a POD exercise following your emergency medical countermeasures plan, completing the checklist of best practices for vaccination clinic held at satellite, temporary, off-site locations, and implementing population ground screening questions. Due quarter 2.
- b. Maintain a list of all complementary immunization providers in your jurisdiction (pharmacies).

Report quarter four, on the Complementary Immunization Providers (Attachment E) any updates that need to be made.

9. Assess immunization records for required vaccinations for children enrolled in a licensed childcare facility and notify childcare providers of children enrolled without proper documentation of immunizations as outlined in A.R.M. 37.95.140.
  - a. Childcare facility reviews should be conducted on-site, at a minimum of 60% of all facilities (jurisdictions with 150 or more total facilities, should visit 50% of all childcares) including 100% of licensed childcare centers. If a facility is not 100% compliant, reviewer will implement follow-up procedure. Facilities not assessed in the year previous, should be assessed in this contract year. Completed reviews are to be

submitted to DPHHS within 10 working days of completion via the online childcare reporting system.

Report quarterly, on the Childcare Progress Review (Attachment F), describing an update on your yearly childcare reviews and any notes describing successes or challenges.

10. Update all deliverables using the links provided by the immunization program within 15 days after the end of each quarter.

B. The Department agrees to do the following: Provide allocation of funds based upon the required activities.

1. Provide allocation of funds based upon required activities.
2. Provide contractor training, technical assistance, and help desk support for imMTrax.
3. Provide to the contractor, via website and/or secure means;
  - a. List of childcare facilities;
  - b. Childcare review worksheet;
  - c. List of VFC clinics;
  - d. Reports regarding the immunization status of children in your county and/or seen at your clinic.
4. On a quarterly basis, reimburse the contractor for expenditures up to the limit of this task order for immunization activities described above. Once deliverables have been submitted and reviewed by DPHHS.
5. Provide guidelines, templates, formats, and requirement criteria for each activity required.
6. Provide training and technical assistance on immunization practices through a variety of training resources.
7. Communicate regularly with the Contractor through monthly conference calls, telephone, e-mail, and fax as necessary to enable the Contractor to complete Task Order requirements.
8. To the extent resources and time allow, provide on-site technical assistance concerning immunization services.

## **SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS**

A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a total of \$63,492.00 as follows:

Quarterly payments, for 25% of the total contract award, will be made upon receipt of completed progress reports indicating completion of all activities listed in SECTION 4.

B. All progress reports must be received by the Department no later than 15 days following the end date of each quarter. Payments will be issued upon review and approval of the progress reports.

C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

## **SECTION 6. SOURCE OF FUNDS AND FUNDING CONDITIONS**

The sources of the funding for this Task Order are \$61,294.00 from 93.268 CDC-RFA-IP19-101 Immunization and Vaccines for Children-COVID19 vaccination planning and implementation and \$2,198.00 from state special revenue.

- A. The source of the funding for this task order is a federal grant from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.
- B. The Contractor agrees to refrain from using funds received from the Department pursuant to this task order to purchase vaccine or equipment or for construction, fund raising, or lobbying.
- C. The Contractor agrees to refrain from using the funds received from the Department under this task order to supplant local resources or funds being spent for immunization services, including personnel support.
- D. The Contractor agrees to submit to the Department a quarterly progress report describing the activities required above no later than 15 days after the end of the quarter for which funding under this Task Order is available. Each report must cover the activities conducted during the specified three-month period.
- E. The Contractor will ensure that any program income accruing to the Contractor from activities funded, in whole or in part, under this agreement is used in accordance with the requirements of 45 CFR Section 74.24.

## **SECTION 7. CFR 200 REQUIREMENTS**

As shown on attachment H.

## **SECTION 8. TERMINATION**

Either party may terminate this Task Order in accordance with the Master Contract.

## **SECTION 9. LIAISON AND SERVICE OF NOTICES**

- A. Bekki Wehner, or their successor, will be the liaison for the Department. Contact information is as follows:

Bekki Wehner  
DPHHS Immunization Program  
P O Box 202951  
Helena, MT 59601  
Phone Number (406) 444-0065  
Fax Number (406) 444-2920  
bwehner@mt.gov

Erin Cross, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Erin Cross  
Carbon County Health Department

10 S OAKES  
Red Lodge, MT 59068  
Phone Number (406) 446-9941  
Fax Number (406) 446-1274  
ecross@co.carbon.mt.us

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

## **SECTION 10. FEDERAL REQUIREMENTS**

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.

## **SECTION 11. DEPARTMENT GUIDANCE**

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

## **SECTION 12. INFORMAL DISPUTE RESOLUTION PROCEDURES**

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Public Health & Community Affairs Executive Director David Gerard, Phone Number (406) 444-3654, Fax Number (406) 444-1970, David.Gerard@mt.gov with a copy to Director Charles T. Brereton, Phone Number (406) 444-5623, Fax Number (406) 444-1970, Charles.brereton@mt.gov.

## **SECTION 13. PUBLIC INFORMATION AND DISCLAIMERS**

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
  2. with the permission of the persons or entities from whom the information is to be obtained; and
  3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

*“This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”*

D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

*“For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department” Of Defense And Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”*

E. When using federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Task Order prepared and released by the Contractor must include the following statement or its equivalent and must be approved by the Department liaison, prior to use, publication and release.

*“This project is funded in part **AND/OR** in whole by grant number(s) 93.268 from the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services and from the Montana Department of Public Health and Human Services. The contents herein do not necessarily reflect the official views and policies of the U.S. Department of Health and Human Services or the Montana Department of Public Health and Human Services.”*



- F. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

#### **SECTION 14. SCOPE OF TASK ORDER**

This Task Order consists of 10 numbered pages and the following Attachments:

- Attachment A: Clinic Information
- Attachment B: WIC Collaboration
- Attachment C: IZ Quality Improvement
- Attachment D: IZ Promote Partnerships
- Attachment E: IZ Complementary Immunization Providers
- Attachment F: IZ Childcare Progress Reviews
- Attachment G: FFATA Summary
- Attachment H: Compliance with Warranties

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

#### **SECTION 15. AUTHORITY TO EXECUTE**

Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

**MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Todd Harwell, PHSD Administrator

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
David Gerard,  
Public Health & Community Affairs Executive Director

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Charles T. Brereton, Director

**MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES PUBLIC HEALTH & SAFETY DIVISION**

BY: DocuSigned by:  
  
9EC2EA7760884E8... \_\_\_\_\_ Date: 4/22/2024  
Kim Venetz, PHSD Contracts Manager

**CONTRACTOR, CARBON**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Carbon County Commissioner

# ATTACHMENT A

## Clinic Information Form



### Clinic Information Form Attachment A

**IAP Contract Language Section:** Provide and/or coordinate the delivery of immunization services, when requested, to children, adolescents, and adults per standing orders/facility medical protocol. Suggested activities may include but are not limited to: Offer routine vaccines at regularly scheduled times and maintain walk-in availability for those who are unable to make appointments. Offer vaccines at non-routine immunization clinics such as clinics at schools or sports physicals.

Report quarter 1, on the Clinic Information Form (attachment A) when your immunization clinic is available to provide vaccines. Include the day(s) of the week and times immunization clinics are offered and if your clinic allows for walk-ins. Provide a description of any off-site clinics your jurisdiction may hold throughout the year for the public (for example: school or influenza clinics).

**County Name:**

Days of the week	Vaccination Clinic Hours	Type of services offered
		Walk-in only
		Appointment only
		Both walk-in and appointments

**Example:**  
 School based clinic conducted in October.  
 Influenza drive up clinic in November.  
 School clinics twice a year.

Updated 03/2024

ATTACHMENT B

WIC Collaboration



**WIC Collaboration  
Attachment B**

**IAP Contract Language Section:** Collaborate with your local Women, Infants, Children Program (WIC) throughout the contract period to ensure WIC clients are up to date with Advisory Committee on Immunization Practices (ACIP) recommended vaccinations. Suggested activities may include, but are not limited to: Checking the immunization status of children prior to the WIC visit; Providing immunization services and/or recall/reminder notices for the parents.

Report quarterly, on the WIC Collaboration Form (Attachment B), describing how your county collaborates with the WIC program in your area during first quarter or if it changes throughout the year. Each quarter please provide us with the total number of WIC clients assessed, total number of records reviewed, how many were up to date, how many were not up to date, how many of those you immunized with that quarter, total of records not available, and any highlights that your county is doing currently.

**County Name:**

My County Does Not Provide WIC Services and this is provided by \_\_\_\_\_.

Quarter 1,2,3,4					
# of WIC patients assessed	# of Records Reviewed	# Up-to-Date	# NOT up-to-date	# Immunized in the Qtr.	# of Records not available
<input style="width: 20px; height: 20px;" type="text" value="1"/>	<input style="width: 20px; height: 20px;" type="text" value="2"/>				<input style="width: 20px; height: 20px;" type="text" value="3"/>
We are doing great this quarter.					

## ATTACHMENT C

### Quality Improvement Form



## Quality Improvement Form Attachment C

**IAP Contract Language Section:** Select at least one quality improvement (QI) project listed below to complete over the next contract year. These strategies are designed to increase on-time vaccination of children and adolescents. The strategy selected should be something new or an enhancement of an existing strategy you are currently using. Suggested activities may include, but are not limited to: Schedule the next visit before the patient leaves the office; Consider scheduling the next visit prior to administering vaccines; scheduling the next visit even if client is unsure they can make the appointment and they can reschedule if necessary; train multiple people to schedule appointments; having the vaccinator schedule from the treatment room if the front desk is too busy with new clients. Leverage IIS functionality to improve immunization practice; Use imMTrax tools including coverage rate, recall/reminder, and/or manage population reports. Give a strong vaccine recommendation (including HPV) and vaccine conversations; Use resources designed to guide you and your staff with conversational techniques for discussing vaccines with parents: talking to parents about vaccines; HPV resources. Strengthen vaccination communications; Develop a vaccination policy/statement for patients; look for posters, social medial posts, etc. for addressing the community; share specific vaccine information with parents of children and/or teens. Custom quality improvement activity. Develop a county specific vaccine QI strategy/project to increase on-time or catch-up vaccination of children and adolescents.

Report quarterly, on the Quality Improvement Form (Attachment C), what quality improvement project has been selected from the list of strategies; summarize the status of what is happening in your office i.e., what you are doing now. Summarize opportunities for improvement i.e., what you would like to do to improve; describe action items i.e. who is assigned to review, train, implement each aspect of the strategy with dates and specific action items.

**County Name:**

<b>QI Strategy selected</b>	
<b>Summarize this strategy's current implementation status</b>	
<b>Summarize existing gaps/limitations and opportunities for improvement in the current implementation of this strategy</b>	
<b>Describe action items for this strategy/develop a plan (i.e., implementation/improvement steps)</b> Short bullets recommended. <ul style="list-style-type: none"> <li>• Brief description of task [assigned staff: target date]</li> </ul>	

Updated 03/2024

## ATTACHMENT D

### Promote Partnerships and Vaccination Services



### Promote Partnerships and Vaccination Services Attachment D

**IAP Contract Language Section** Maintain current and identify new programs and partners within local jurisdictions to develop partnerships for routine vaccine outreach, education, and planning to increase community capacity to provide opportunities for routine vaccination for at-risk communities. Required activities to include: Offer education programs created and provided by the Montana Immunization Program or CDC; Develop and disseminate targeted materials for vaccine confidence and education to underserved populations; Collaborate with private clinics, other public health programs, community-based organizations, and other stakeholders to promote immunizations in your jurisdiction; Examples may include, but are not limited to: Collaborate with cancer prevention partners to promote HPV vaccination. Collaborate with other immunization clinics in your jurisdiction to provide immunization education materials for pregnant women and their infants. Collaborate with correctional facilities to educate about routine vaccinations and ensure these populations have access to vaccination services. Collaborate with long term care and other high-risk congregate care settings to educate about routine vaccinations and ensure these populations have access to vaccination services. Provide professional development and training to ensure workforce is proficient in providers services to at risk communities.

Report quarterly, on the Promote Partnerships and Vaccination Services Form (Attachment D) what activities were implemented and include information on how many people attended trainings, meetings, and/or how many were vaccinated.

County Name:

Quarter 1
Quarter 2
Quarter 3
Quarter 4

Updated 03/2024



## ATTACHMENT F

### Childcare Progress Reviews



## Childcare Progress Reviews Attachment F

**IAP Contract Language Section:** Assess immunization records for required vaccinations for children enrolled in a licensed childcare facility and notify childcare providers of children enrolled without proper documentation of immunizations as outlined in A.R.M. 37.95.140. Childcare facility reviews should be conducted on-site, at a minimum of 60% of all facilities (jurisdictions with 150 or more total facilities, should visit 50% of all childcares) including 100% of licensed childcare centers. If a facility is not 100% compliant, reviewer will implement follow-up procedure. Facilities not assessed in the year previous, should be assessed in this contract year. Completed reviews are to be submitted to DPHHS within 10 working days of completion via the online childcare reporting system.

Report quarterly, on the Childcare Progress Review (Attachment F), describing an update on your yearly childcare reviews and any notes describing successes or challenges.

**County Name:**

**Email:**

Please provide an update on your 2023-2024 childcare reviews and note any successes or challenges.



## ATTACHMENT G

## FFATA Summary

DPHHS-FB-180  
Rev. 7/13/23

State of Montana  
Department of Public Health and Human Services  
Business and Financial Services Division

**Federal Funding Accountability and Transparency Act**  
**FFATA Summary: FFATA Common Data Elements Report**  
**Section 1: Sub-Award Information Required for Reporting**

This report must be completed upon contract obligation of >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number	SB27NJFF6XT9	Provide subrecipient organization's 12-digit Data Universal Numbering System (UEI) number or Central Contractor Registration plus 4 extended UEI number.
FFATA-1-02	DPHHS Contract Number	25-07-4-31-104-0	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	CDC-RFA-IP19-1901 Immunization and Vaccines for Children – COVID19 vaccination planning and implementation	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Carbon County	Provide legal name of subrecipient as registered in the Central Contractor Registration ( <a href="http://www.sam.gov">www.sam.gov</a> ).
FFATA-1-04-A	Address Line 1	10 S OAKES	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Insert Address	

FFATA-1-04-C	City	Red Lodge	
FFATA-1-04-D	State	MT	
FFATA-1-04-E	Zip+4	59068	
FFATA-1-04-F	Congressional District	02	01 or 02 for District if MT.
FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number	93.268	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	\$61,294.00	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	07/01/2024-06/30/2025	Indicate project/grant period established in subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) funded in increments known as budget periods or funding periods, provide total project/grant period, not individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	Red Lodge	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Carbon	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	MT	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	59068	Provide Zip of primary performance.
FFATA-1-08-E	Congressional District	<u>02</u>	Provide Congressional District of primary performance.

FFATA-1-09	Funding Agency	Centers for Disease Control and Prevention	If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action	To monitor Immunizations and Vaccines for Children – COVID19 vaccination planning and implementation.	

DPHHS-FB-181  
Rev. 01/18/2024

**State of Montana  
Department of Public Health and Human Services  
Business and Financial Services Division**

**Federal Funding Accountability and Transparency Act  
FFATA Summary: FFATA Common Data Elements Report  
Section 2: Officers/Executive Compensation Report**

This section must be completed upon contract obligation of >\$30,000 and yearly thereafter.

**CONTRACT TITLE:** Immunization Program  
**DPHHS CONTRACT #:** 25-07-4-31-104-0  
**UEI #:** SB27NJFF6XT9  
**SUBMITTED BY:**  
**INSERT DATE:**  
**Is Subrecipient (Contractor) Exempt?**

	<b>Name</b>	<b>Total Compensation</b>	<b>Title</b>
1.	Insert Name	Insert Amount	Insert Title
2.	Insert Name	Insert Amount	Insert Title
3.	Insert Name	Insert Amount	Insert Title
4.	Insert Name	Insert Amount	Insert Title
5.	Insert Name	Insert Amount	Insert Title

**RETURN FFATA FORMS TO:  
DPHHS  
ATTN: BFSD-FFATA REPORTING  
PO Box 4210  
Helena, MT 59604-4210  
or  
e-Mail: [hhsffata@mt.gov](mailto:hhsffata@mt.gov)**

**DPHHS has compiled most of the information required on the FFATA forms. The remaining information must be provided by you, the contractor. Failure to provide this information will result in a delay in issuing payments and may be considered breach of the contract.**

## ATTACHMENT H

## Compliance with laws/warranties

The following information may be required pursuant to 2 CFR 200.

<b>1) Sub recipient name</b>	Carbon County Health Department	Carbon County Health Department
<b>2) Sub recipient UEI Number</b>	SB27NJFF6XT9	SB27NJFF6XT9
<b>3) FAIN number</b>	NH231P922574	NH231P922574
<b>4) Federal award date</b>	To be determined.	03/31/2021
<b>5) Federal award budget period start &amp; end date</b>	07/01/2024-06/30/2025	07/01/2024-06/30/2025
<b>6) Total amount of funds obligated with this action</b>	\$4,821.00	\$56,473.00
<b>7) Amount of federal funds obligated to sub recipient</b>	\$4,821.00	\$56,473.00
<b>8) Total amount of the federal award</b>	\$4,821.00	\$56,473.00
<b>9) Project description</b>	CDC-RFA-IP19-1901 Immunization and Vaccines for Children - COVID 19 vaccination planning and implementation	CDC-RFA-IP19-1901 Immunization and Vaccines for Children - COVID 19 vaccination planning and implementation
<b>10) Awarding agency/pass-through entity</b>	CDC/PHSD Immunization Program. Bekki Wehner, <a href="mailto:bwehner@mt.gov">bwehner@mt.gov</a> , 406-444-0065	CDC/PHSD Immunization Program. Bekki Wehner, <a href="mailto:bwehner@mt.gov">bwehner@mt.gov</a> , 406-444-0065
<b>11) Assistance Listing Number (formerly CFDA #)</b>	93.268/Immunization Cooperative Agreements	93.268/Immunization Cooperative Agreements
<b>12) Research &amp; Development: Yes/No</b>	No	No
<b>(13) Indirect cost rate</b>	N/A	N/A

## JOINT AIRPORT BOARD AGREEMENT

WHEREAS, the City of Red Lodge, Montana and the Town of Bridger, Montana, hereinafter jointly referred to as "Municipalities," and the County of Carbon, Montana, hereinafter referred to as "County," have agreed to the establishment of a joint City-County airport board ("Joint Board") for the management of the existing airports located within the bounds of the City of Red Lodge and the Town of Bridger ("Airports") via this Joint Airport Board Agreement ("Agreement"); and

WHEREAS, such joint arrangement seems the most desirable means for furnishing airport service to the Municipalities and County; and

WHEREAS, such an arrangement is authorized by Part 2, Chapter 10, Title 67, Montana Code Annotated; and

WHEREAS, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. The above recitals are incorporated into the terms of this Agreement.
1. The Municipalities and County agree each with the other to jointly participate as hereinafter provided in the maintenance, operation, and improvement of the airports hereinafter described.
2. CONTRIBUTIONS TO EXPENSES. The Municipalities and County shall levy and contribute equal mills for payment of the expenses of construction, improvement, equipment, maintenance, and the operation of such airport.
3. JOINT AIRPORT BOARD. The Joint Board shall consist of seven members as follows: Two members appointed by the Red Lodge City Council; two members appointed by the Bridger City Council; and three members appointed by the Board of County Commissioners of the County. The appointed members shall serve for terms of three years. Both original and successive appointees shall serve until their successors are appointed and qualified. Vacancies shall be filled for the unexpired portion of the term by the appropriate appointing body. Members shall serve without compensation. The Joint Board shall choose one of its members as chairman and shall select a secretary who may or may not be a member.

All meetings of the Joint Board shall be conducted in accordance with Roberts Rules of Order or other generally accepted parliamentary procedure rules.

All meetings of the Joint Board shall comply with Montana's Open Meeting Law as required by MCA 2-3- 201, et. seq.

4. POWERS OF THE BOARD. The Joint Board, except as hereinafter provided, shall be solely responsible for operating the Airports, and related thereto shall have the power and authority to plan, acquire, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect, and police the Airports subject to this Agreement. The Joint Board may exercise on behalf of the County and Municipalities all the powers of each granted by Chapter 10, Title 67, Montana Code Annotated, and all other applicable laws, both state and federal, except as otherwise provided in this Agreement. Rules and regulations may be proposed by the Joint Board but shall be enacted only by the Municipalities and County as provided by Montana Code. No real property and no airport, other air navigation facility, or air protection privilege acquired under this Agreement shall be disposed of by the Board by sale, lease or otherwise except by authority of both the Municipalities and County; but the Joint Board may lease space, area or improvements and grant concessions on airports for aeronautical purposes, or purposes incidental thereto, subject to the provisions of Section 67-10-205, Montana Code Annotated.

The forms of hangar lease agreement for the Municipalities are attached hereto as Exhibit A and shall be used without modification by the Joint Board unless the applicable Municipality whose real property is burdened by such lease approves modifications in writing.

5. REAL PROPERTY. The Municipalities are presently the owners of the real property as defined in Exhibits B and C, attached hereto, which said real property, together with all improvements erected thereon, presently constitute the Airports which are the subject of this Agreement. The parties acknowledge that improvements on said properties have been accomplished via funding from the Joint Board and its predecessors. All such real property and improvements shall be under the supervision and control of the Joint Board in accordance with the terms of this Agreement. No real property, airport, restricted landing area or air protection privilege shall be acquired, and no condemnation proceedings shall be instituted, except after authority to do so has been granted in each individual case by the Municipalities and County. Condemnation proceedings shall be instituted in the names of the Municipalities and County jointly. Real property acquired under this Agreement shall be held by the Municipalities and County as tenants in common. The Municipalities and the County shall own respective interests in any property acquired hereunder based upon each party's actual contribution toward the cost thereof. The parties acknowledge that the then-existing Joint Board, under the predecessor to this Agreement, entered into certain leases of the Real Property subject to this Agreement, and all parties ratify and extend all such leases under the terms of said leases.
6. BUDGET. The Joint Board shall, each year prior to September 1, prepare a budget for the ensuing fiscal year and shall set forth the following:
- A. Estimated revenues, divided as follows:
    - 1. Federal and state grants;
    - 2. Contributions from Municipalities;
    - 3. Contributions from County;

4. Earnings from concessions, leases and charges made for the use of airport facilities; and
  5. Miscellaneous revenues.
- B. Estimated expenditures, divided as follows:
1. Personnel services;
  2. Services other than personnel ;
  3. Supplies and materials;
  4. Equipment;
  5. Real estate and improvements;
  6. Debt service; and
  7. Miscellaneous expenditures.

Such budget shall be submitted not later than October 1 to the Municipalities and the County. The budget shall be for the information of the Municipalities and County to assist in their financial planning and action by the Municipalities and County. The final decisions of the Municipalities and County as to the requested contributions shall be reported back to the Joint Board which shall adjust the budget, if necessary. If either the Municipalities or the County fixes its contribution at less than the amount requested by the Joint Board, the contribution of the other shall be decreased proportionately, unless the latter shall decide to pay a larger portion of the total contribution than is required by the Agreement. The expenditure allowances as so finally adjusted and approved shall control the year's spending program, except that excess revenues received may be spent upon the approval of the Joint Board. The Joint Board shall not itself levy taxes or borrow money, and it shall not approve claims or incur any obligations for expenditure, unless there is unencumbered cash to the credit of the Joint Board with which to pay the same.

7. FINANCES. For the purpose of providing the Joint Board with monies for the necessary expenditures in carrying out the provisions of this Agreement, a fund shall be created and maintained into which shall be deposited the share of each of the constituent public agencies as provided by the joint agreement. Each of the constituent public agencies shall provide its share of the fund from sources available to each. Any federal, state, or other contributions or loans, and the revenues obtained from the joint ownership, control and operations of any airport or air navigation facility under the jurisdiction of the Joint Board shall be paid into the joint fund. Disbursements from such fund shall be made by order of the Joint Board, subject to the limitations of law and the provisions of this Agreement.
8. REPORTS. The Joint Board shall, as soon as practicable after the end of each fiscal year, prepare and present to the Municipalities and County a summary of actual revenue, expenses, leases signed, and a copy of all of the minutes of the Joint Board. The Joint Board shall also prepare and present to federal and state officials such reports as may be required by law, regulation or contract.
9. TERMINATION. This Agreement shall be in full force and effect for the term of five years, and shall terminate at that time if a party provides written notice to the other parties at least one hundred twenty days prior to the expiration of the five year term. Absent such



termination, after the five-year term, this Agreement shall continue in full force and effect unless and until a party provides written notice to the other parties of termination, which termination shall not be effective for at least one hundred twenty days thereafter. Termination by the Municipalities may only be accomplished via a majority vote, after notice, of a terminating City's council. Termination by the County may only be accomplished via a majority vote, after notice, of the Board of County Commissioners. Notwithstanding termination, the powers of the Joint Board under this Agreement shall continue to the extent reasonably necessary to maintain and operate the Airports until the final disposition and distribution under paragraph 10 is accomplished.

10. DISPOSITION O AFTER TERMINATION. As soon as practicable after termination of this Agreement, the Municipalities and County shall reach an agreement regarding the disposal and distribution of all improvements made and property acquired under the Agreement, as well as surplus funds, in any manner they shall then agree upon. All property shall be valued as of the date of the termination, and all improvements shall be valued based upon the present value of such improvement. In the case of termination by a Municipality, all improvements and property which are fixtures upon the real property of either Municipality shall constitute items for which the applicable Municipality receiving such improvement shall be liable to repay the other parties their proportionate share. In the case of termination by the County, each Municipality shall be entitled to retention of all improvements and property which are fixtures upon that municipality's real property without payment to the County therefor.

If no agreement as to disposition and distribution is reached within three months after termination of this Agreement, the existing Joint Board shall, in addition to its continued powers to maintain and operate the Airports, constitute an advisory board to the Municipalities and the County as to the disposition and distribution of property, improvements, and funds. The Joint Board shall, as soon as possible, prepare and recommend to the Municipalities and County a complete plan for the disposition and distribution of all improvements, property, and funds acquired under this Agreement, and such plan shall provide for the continuation of the use of the property as a public airport, if practicable. After notice of termination of this Agreement, and in the absence of another arrangement mutually agreed upon, after available Airport Board funds have been utilized, each party shall assume the payment of debts and liabilities incurred by the Joint Board in the same proportion as it is required to contribute to the expenses thereof under paragraph 2. To the extent the parties cannot reach an agreement as to disposition and distribution, the parties shall follow the procedures in Paragraph 11 below.

11. DISPUTE RESOLUTION. The Parties agree that the laws of the State of Montana govern this Agreement. The Parties agree that venue for any litigation brought under or regarding the terms of this Agreement shall be the Montana Twenty Second Judicial District Court, Carbon County, Montana. If a dispute arises between the parties and either another party or the Joint Board under or regarding the terms of this Agreement, the Parties, through a representative(s) with authority to settle a dispute, shall meet and attempt to

negotiate a resolution of the dispute in good faith no later than twenty business days after a party provides written notice to the other parties of a claimed dispute. If negotiations fail, the Parties may unanimously agree to utilize a third-party mediator to negotiate any dispute, in which circumstance the parties shall equally share the costs of the mediator, or any other cost share the parties may agree to, or alternatively a party may institute litigation.

12. ENFORCEMENT. Specific performance of the provisions of this Agreement may be enforced against either party by the other party.

13. AMENDMENTS. This Agreement may be amended in any particular by following the procedure used for the adoption of the Agreement.

IN WITNESS, WHEREOF, the City of Red Lodge and the Town of Bridger have caused this Agreement to be signed by its Mayor and Clerk and sealed with the seal of the City, and the County of Carbon has caused this Agreement to be signed by the Chairman of the Board of County Commissioners and the County Clerk and Recorder and sealed with the official seal of the County.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY OF RED LODGE**

By MAYOR \_\_\_\_\_

By CLERK \_\_\_\_\_

**TOWN OF BRIDGER**

By MAYOR \_\_\_\_\_

By CLERK \_\_\_\_\_

**COUNTY OF CARBON**

By BOARD OF COMMISSIONERS \_\_\_\_\_

By CLERK AND RECORDER \_\_\_\_\_

**EXHIBIT A**

**LEASE**

This Lease, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the Carbon County Joint Airport Board ("Board"), a duly qualified and acting board in the County of Carbon, State of Montana, herein referred to as "Lessor" and \_\_\_\_\_, herein referred to as "Lessee",

For good consideration, the parties agree as follows:

**PREMISES**

Lessor hereby leases to the Lessee premises described as follows:

Airport hangar site number \_\_\_\_, containing \_\_\_\_\_ sq. ft. of encumbered area, located on the \_\_\_\_\_ Airport, owned by the \_\_\_\_\_, and administrated by the Board.

**RENTS**

Lessee agrees to pay an annual rent for the above described premises at the rate of \$.0.10 per square foot of encumbered area. Total annual rent is \$\_\_\_\_\_. Rent shall be due and payable in advance on January 1 of each year. Leases entered into at a date other than January 1, shall be pro-rated for that year and remainder of payments shall be due January 1 thereafter.

The lease rate may be reviewed annually by the Board during their regularly scheduled budget meeting. The rate may be adjusted, at the sole discretion of the Board, based on the Western Consumer Price Index, surveys, and local factors.

**REPRESENTATION AND WARRANTIES**

Lessee accepts the premises "as is". No representation, statement or warranty, expressed or implied, has been made by or on behalf of Lessor as to the condition of the premises. In no event shall Lessor be liable for any defect in the premises or for any limitation on its use. Lessee accepts the premises without recourse to Lessor as to the title thereto.

**TERMS**

Notwithstanding the date of execution of this agreement, the term of this lease shall be TWENTY years, commencing the FIRST day of January, \_\_\_\_\_, and ending on the THIRTY-FIRST day of December, \_\_\_\_\_, both dates inclusive, unless sooner renewed or terminated as herein provided.

### TERMINATION

Subject to the option to renew provision hereinafter set forth, at the expiration of the lease or any extension or renewal thereof, Lessee shall peaceably surrender the premises to Lessor, and Lessee shall remove all of its property therefrom as herein after provided. If Lessee remains in possession of the premises after the expiration of either the original term or any extended term, such possession shall be as a month to month tenancy, rent shall be payable at the same rate as that in effect during the last year of the preceding term divided by twelve (12), and the provisions of this lease shall be applicable.

### OPTION TO RENEW

Lessee shall have the right to renew this lease for like terms of Twenty years provided, however, that he shall first give written notice of such intention to each renewal at least thirty (30) days prior to the expiration hereof.

### POSSESSION

Lessee shall be entitled to possession of the premises commencing \_\_\_\_\_, \_\_\_\_.

### USE OF PREMISES

Lessee shall use the premises for the purpose of aircraft storage, maintenance and activities related thereto, permission must be obtained from the Board for any other use. Lessee shall not use or knowingly permit any part of the premises to be used for any unlawful purpose.

It is agreed by and between the parties hereto that the Lessee shall have the right to use the landing areas, runways, taxiways, parking areas, navigation site and terminal facilities of the said Board, issued pursuant thereto, and shall have a general use of all public airport facilities and improvements which are now or may during the term of this lease be developed by the Board.

### SNOW REMOVAL

Lessee agrees that snow removal from Lessee's hangar to the taxiway, if Lessee desires the same, shall be performed at Lessee's expense with such assistance from the Lessor, in its sole discretion, as personnel, equipment and time permit. A snow removal fee, not to exceed \$30.00 per year, may be assessed for clearing the common taxi and ramp areas.

### COMPLIANCE WITH LAW

Lessee, at its sole expense, shall comply with all laws, orders, ordinances and regulations

of Federal, State and local authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the premises. Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions and Lessor, where necessary, will join with Lessee in applying for all such permits or licenses.

#### INSPECTION OF PREMISES

The Lessor, through its designated representatives, shall have access to the leased premises, including the hangar building of the Lessee, at reasonable hours and with due notice first being given, for the purpose of examining and inspecting said premises for such purposes as are necessary or incidental to the performance of its obligations under this lease or in the exercise of its governmental or airport functions

#### UTILITIES

Lessee shall contract for, in its own name, and pay all charges for, all utility services including gas, electricity, heat, power, water and telephone service used, rendered or supplied upon or in connection with Lessee's occupation or use of the premises, and shall indemnify Lessor against any liability or damages on such account. Except when due to the negligence of Lessor, Lessor shall not be liable for any failure of utilities upon the premises, for injury to persons or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the premises, or from any pipes, appliances or plumbing works from any place: or for interference with any easement, however caused.

#### DEFAULT

If the Lessee shall fail in the performance of any covenant or condition herein for more than 20 days after written notice of such failure to Lessee or Lessee's successors or assigns, than at Lessor's election, this lease shall become null and void and Lessor shall have the right to re-enter and take full and absolute possession of the premise and to retain all rental payments as liquidated damages without any obligation to repay the same or any part thereof to the Lessee, subject, however, to the right of the Lessee to remove his property therefrom and hereinafter set forth.

#### NON-WAIVER OF BREACH

Any waiver by Lessor of a breach of this lease shall not be construed as a waiver of any subsequent breach.

#### ALTERATIONS AND IMPROVEMENTS

Any alteration, addition, or improvement, including buildings or other structures, made by the Lessee and any fixtures installed as part thereof except trade fixtures, shall at Lessor's

option become the property of Lessor upon the expiration or other sooner termination of this lease; provided however that Lessee shall have the right to remove such fixtures, alterations, additions, or other improvements at Lessee's expense upon termination of this lease, all as hereinafter provided.

#### LESSOR'S RIGHT TO REMOVE IMPROVEMENTS

Upon expiration of this lease, whether by forfeiture or otherwise, Lessee shall have the right to remove all improvements placed upon said premises within ninety days (weather permitting) provided that such removal shall leave said premises in at least as good a condition as the same are now in. It is further agreed that if the Lessor, it's successors and assigns, should at any time sell said premises, or the facility should cease to operate as an approved airport, Lessee shall enjoy a pre-emptive right to purchase the lease premises, but this provision is entered into without representation by the Lessor of its authority or power to affect such sale.

#### SEPTIC AND SEWER

It is understood by both parties of this agreement that there shall be no septic or sewer systems introduced into this location. These systems include such things as drain field and holding tanks. Sewer systems will be allowed on an individual basis when city sewer system becomes available.

#### ASSIGNMENT AND SUBLETTING

Lessee shall not assign, mortgage, or encumber this lease, not sublet or permit premises or any part thereof to be used by others without the prior written consent of Lessor, which consent shall not be reasonably withheld. If, without consent, this lease is assigned, or if the premises or any part thereof is sublet, or occupied by anybody other than the Lessee, Lessor may at its election, collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent due. No such assignment, subletting, occupancy or collections shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or by the Lessee of the covenants in this lease. The consent by Lessor to an assignment or subletting shall not be construed to relieve Lessee from obtaining the consent in writing of Lessor to any further assignment or subletting, nor shall the Lessee be relieved from the rental obligations imposed upon him hereunder.

#### NON-LIABILITY OF LESSOR

Lessor shall not be liable for injury or damage to persons or property occurring within or upon the lease premises unless caused by or resulting from the negligence of Lessor or Lessor's agents, servants, or employees in the operation or maintenance of the premises.

#### INDEMNIFICATION

Lessee shall indemnify Lessor against all liabilities, expenses and losses incurred by Lessor as a result of failure by Lessee to perform any covenant required to be performed by Lessee hereunder, and accident, injury or damage which shall happen in or about the premises or appurtenance, or on adjoining roadways or sidewalks or resulting from the condition, maintenance or operation of the premises; failure to comply with any requirements of any governmental authority; and any mechanic's lien, or security agreement, filed against the premises as a result of Lessee's action. Lessee's liability for indemnification under this section shall be reduced by the amount of any insurance coverage for such liability.

REPAIR AND MAINTENANCE

Lessee shall not cause or permit any waste or damage to the premises. Lessee shall during the term of this lease and any renewal or extension thereof, at its sole expense, keep the premises as now constituted as well as all improvements, alterations and additions made thereto, in good repair and safe condition.

NOTICE

Any notice under this lease must be in writing and must be sent by registered or certified mail, return receipt requested, to the addresses provided by the parties as follows:

Lessor: Carbon County Joint Airport Board  
P. O. Box 868  
Red Lodge, MT 59068

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice by registered or certified mail, shall be given by either party to the other party of change of address for purpose of this section.

Either party may from time to time designate by notice give to the other by registered or certified mail a change of address for purposes of this section. Any notice shall be deemed to have been given at the time it is duly deposited in any United States Post Office.

SEVERABILITY

If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

COST AND ATTORNEY FEES

It is agreed that in any litigation arising out of this agreement that the prevailing party shall

be entitled to recover from the other party, in addition to the cost and disbursements allowed by statute, a reasonable attorney's fee as fixed by the court.

BINDING EFFECT

This lease shall inure to the benefit of, and shall be binding upon the personal representatives, successors, heirs and assigns of the parties.

IN WITNESS THEREOF, the parties have read, considered and signed this lease on the date indicated.

\_\_\_\_\_  
Carbon County Joint Airport Board

Date \_\_\_\_\_

\_\_\_\_\_  
Lessee

Date \_\_\_\_\_

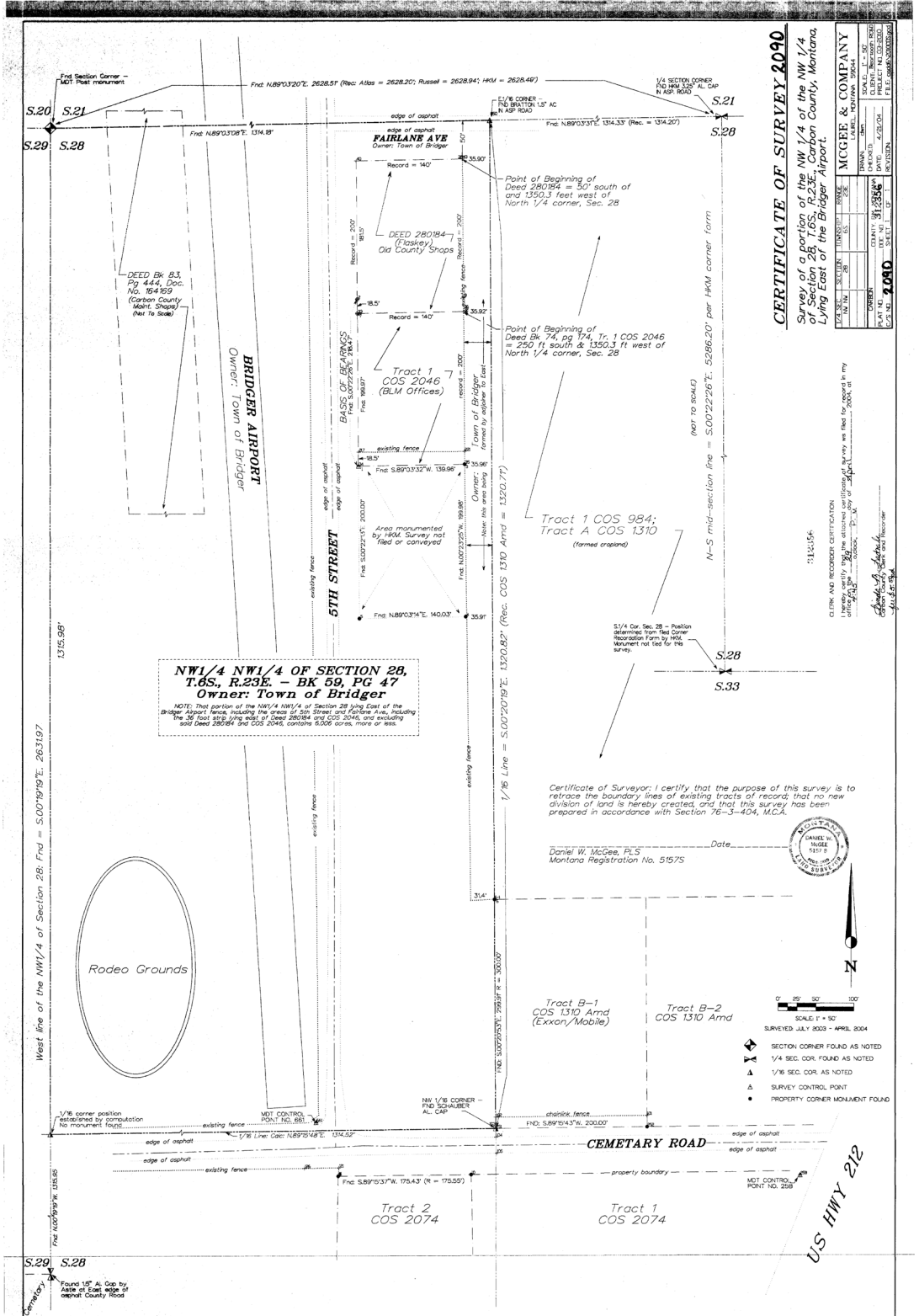




**EXHIBIT B**

[Insert legal description for all property subject to Red Lodge Airport]

EXHIBIT C



**CERTIFICATE OF SURVEY 2090**  
 Survey of a portion of the NW 1/4 of the NW 1/4 of Section 28, T.6S., R.23E., Carbon County, Montana, Lying East of the Bridger Airport.

OWNER	TOWN OF BRIDGER
PREPARED BY	DANIEL W. MCCEE
DATE	APRIL 2004
PROJECT NO.	2090
DATE OF SURVEY	JULY 2003 - APRIL 2004
SCALE	1" = 50'
SECTION	28
TOWNSHIP	6S
RANGE	23E
COUNTY	CARBON
STATE	MT

MCCEE & COMPANY  
 1000 N. BRIDGER AVENUE  
 BUTTE, MONTANA 59717  
 PHONE: 406.243.2222  
 FAX: 406.243.2223  
 E-MAIL: DANIEL@MCCEE-SURVEYING.COM

CLERK AND RECORDER CERTIFICATION  
 I hereby certify that the attached copy of plat of survey was filed for record in my office on this 15th day of April, 2004, at  
 Butte, Montana.  
 Daniel W. McCree, Clerk and Recorder  
 Montana Registration No. 51575



MONUMENT FOUND AS NOTED  
 1/4 SEC. COR. FOUND AS NOTED  
 1/8 SEC. COR. FOUND AS NOTED  
 SURVEY CONTROL POINT  
 PROPERTY CORNER MONUMENT FOUND

US HWY 212

# County of Carbon

## Group Major Medical Plan Renewal Analysis

July 1, 2024



Current

Blue Cross Blue Shield

Traditional \$500 (001)

Traditional \$2,000 (004)

HDHP \$3,200 (007)

HDHP \$6,900 (008)

Benefits	In-Network			
Lifetime Maximum	Unlimited			
Calendar Year Deductible				
Individual	\$500	\$2,000	\$3,100	\$6,900
Family	\$1,000	\$4,000	\$6,200	\$13,800
In & Out of Network Deductibles Coordinate?	No			
Coinsurance	80/20%			
Out-of-Pocket Maximum				
Individual	\$2,000	\$4,500	\$3,100	\$6,900
Family	\$4,000	\$9,000	\$6,200	\$13,800
Routine Services				
Adult Preventive Care	Paid 100%; Deductible waived			
Office Visit Copay	\$25 Co-pay PCP; \$50 Co-pay Specialist		Deductible Applies	
Well Baby Care	Paid 100%;			
Urgent Care	\$25 Co-pay		Deductible Applies	
Emergency Room Care	Facility- \$250 Co-pay/ Visit		Deductible Applies	
Prescription Drugs	Value		Participating	
Deductible	\$0		\$0	
Out of Pocket Maximum	Medical OOP applies		Medical OOP applies	
Preferred Generic	\$0 Co-pay	\$10 Co-pay	\$0 Co-pay	\$10 Co-pay
Non-Preferred Generic	\$10 Co-pay	\$20 Co-pay	\$10 Co-pay	\$20 Co-pay
Preferred Brand	\$50 Co-pay	\$70 Co-pay	\$50 Co-pay	\$70 Co-pay
Non-Preferred Brand	\$100 Co-pay	\$120 Co-pay	\$100 Co-pay	\$120 Co-pay
Specialty Drug	\$200 /\$300 (30-day only)		\$200 /\$300 (30-day only)	
Mail-Order	3 x Retail		3X Retail	
Rates	PPO			HDHP
Employee Only	29	4	15	11
Employee + Spouse	1	2	0	2
Employee + Child(ren)	0	0	1	0
Employee + Family	0	0	0	1
<b>Estimated Monthly Premium Per Plan</b>	<b>\$27,416.53</b>			
<b>Estimated Total Monthly Premium</b>	<b>\$57,088.46</b>			
<b>Estimated Annual Premium</b>	<b>\$685,061.52</b>			

Rates include a 2.25% ancillary discount

# County of Carbon

## Group Major Medical Plan Renewal Analysis

July 1, 2024



### Renewal

#### Blue Cross Blue Shield

Traditional \$500 (001)

Traditional \$2,000 (004)

HDHP \$3,200 (007)

HDHP \$6,900 (008)

Benefits	Traditional \$500 (001)				Traditional \$2,000 (004)				HDHP \$3,200 (007)				HDHP \$6,900 (008)							
<b>Lifetime Maximum</b>	Unlimited				Unlimited				Unlimited				Unlimited							
<b>Calendar Year Deductible</b>																				
Individual	\$500				\$2,000				<b>\$3,200</b>				\$6,900							
Family	\$1,000				\$4,000				<b>\$6,400</b>				\$13,800							
In & Out of Network Deductibles Coordinate?	No				No				No				No							
<b>Coinsurance</b>	80/20%				80/20%				100/0%				100/0%							
<b>Out-of-Pocket Maximum</b>																				
Individual	\$2,000				\$4,500				<b>\$3,200</b>				\$6,900							
Family	\$4,000				\$9,000				<b>\$6,400</b>				\$13,800							
<b>Routine Services</b>																				
Adult Preventive Care	Paid 100%; Deductible waived				Paid 100%; Deductible waived				Paid 100%; Deductible waived				Paid 100%; Deductible waived							
Office Visit Copay	\$25 Co-pay PCP; \$50 Co-pay Specialist				\$25 Co-pay PCP; \$50 Co-pay Specialist				Deductible Applies				Deductible Applies							
Well Baby Care	Paid 100%;				Paid 100%;				Paid 100%;				Paid 100%;							
Urgent Care	\$25 Co-pay				\$25 Co-pay				Deductible Applies				Deductible Applies							
Emergency Room Care	Facility- \$250 Co-pay/ Visit				Facility- \$250 Co-pay/ Visit															
<b>Prescription Drugs</b>	Value		Participating		Value		Participating		Deductible Applies				Deductible Applies							
Deductible	\$0				\$0															
Out of Pocket Maximum	Medical OOP applies				Medical OOP applies															
Preferred Generic	\$0 Co-pay		\$10 Co-pay		\$0 Co-pay		\$10 Co-pay													
Non-Preferred Generic	\$10 Co-pay		\$20 Co-pay		\$10 Co-pay		\$20 Co-pay													
Preferred Brand	\$50 Co-pay		\$70 Co-pay		\$50 Co-pay		\$70 Co-pay													
Non-Preferred Brand	\$100 Co-pay		\$120 Co-pay		\$100 Co-pay		\$120 Co-pay													
Specialty Drug	\$200 /\$300 (30-day only)				\$200 /\$300 (30-day only)															
Mail-Order	3 x Retail				3X Retail															
<b>Rates</b>	PPO				HDHP															
Employee Only	29	4	15	11	\$923.92				\$832.19				\$812.41				\$654.35			
Employee + Spouse	1	2	0	2	\$1,940.21				\$1,747.60				\$1,706.05				\$1,374.13			
Employee + Child(ren)	0	0	1	0	\$1,663.03				\$1,497.94				\$1,462.33				\$1,177.83			
Employee + Family	0	0	0	1	\$2,679.34				\$2,413.36				\$2,355.97				\$1,897.62			
<b>Estimated Monthly Premium Per Plan</b>					<b>\$28,733.89</b>				<b>\$6,823.96</b>				<b>\$13,648.48</b>				<b>\$11,843.73</b>			
<b>Percentage Change From Current</b>					<b>4.8%</b>				<b>6.4%</b>				<b>7.6%</b>				<b>12.1%</b>			
<b>Estimated Total Monthly Premium</b>																	<b>\$61,050.06</b>			
<b>Estimated Annual Premium</b>																	<b>\$732,600.72</b>			
<b>Percentage Change From Current</b>																	<b>6.9%</b>			
<b>Annual Dollar Change From Current</b>																	<b>\$47,539.20</b>			

Renewal rates include the 2.25% ancillary discount

BCBS is offering a Wellness Credit of \$10,000



# BOARD of COMMISSIONERS

COUNTY OF CARBON • STATE OF MONTANA

Post Office Box 887  
Red Lodge, MT 59068

Phone: (406) 446-1595  
Fax: (406) 446-2640

## RESOLUTION 2024-18

### ESTABLISH ELECTED OFFICIALS' SALARIES FOR THE 2024-2025 BUDGET YEAR

**WHEREAS**, Per MCA 7-4-2504, the governing body of each county shall by resolution adjust the salaries of elected officials, and

**WHEREAS**, the Carbon County Compensation Board at their duly noticed public hearings held April 9<sup>th</sup> and April 16<sup>th</sup> voted to approve a cost of living increase of 6% for a total salary increase of 6%, and

**WHEREAS**, the Carbon County Compensation Board included the County Attorney's salary in the discussion of elected officials' salaries, and

**WHEREAS**, the Carbon County Commissioners discussed the salary increase recommended by the Compensation Board, and thanked the citizen representatives of the Compensation Board for recognizing their commitment and thanked all Carbon County employees for their dedication, and

**NOW THEREFORE BE IT RESOLVED**, that the Board of County Commissioners of Carbon County, Montana set salaries of Elected Officials of Carbon County for the 2024-2025 budget year, including the County Attorney, at 100% of base salary with an increase of \_\_\_\_\_%.

**NOW THEREFORE BE IT ALSO RESOLVED**, the County Attorney base salary for Carbon County to be set at \$\_\_\_\_\_ which is a \_\_\_\_% increase over the 2023-2024 budget year.

Dated this 30<sup>th</sup> day of April, 2024.

Carbon County Commissioners

Scott C. Miller  
Commissioner Dist. #1

Scott Blain  
Commissioner Dist. #2

Bill E. Bullock  
Commissioner Dist. #3

ATTEST:

Macque L. Bohleen, Clerk and Recorder

**CARBON COUNTY**  
**Planning Office**  
**P.O. Box 466, Red Lodge, MT 59068**  
**Main: (406) 446-1694**  
**Fax: (406) 446-2640**

---

**PROJECT MEMORANDUM**

TO: Carbon County Board of County Commissioners  
FROM: Forrest J. Mandeville – Contract Planner  
DATE: April 2, 2024  
RE: Deer Meadow Subdivision Application–Staff Report and Findings

REQUIRED COMMISSION ACTION: Review, receive public comment, and action to approve, conditionally approve, or deny the proposed plat.

RECOMMENDATION: **Approval**

RECOMMENDED MOTION: *Having reviewed and considered the application materials, project memorandum, public comments and all of the information presented, I hereby move to **approve** of the Deer Meadow Subdivision, with the findings included in the project memorandum.*

---

**Project/Application Summary:**

Essex Surveying, on behalf of Kurt Kephart, has submitted a preliminary plat and final plat application for a one-lot minor subdivision removing an agricultural covenant from a 2.5-acre tract.

The tract was created using an agricultural covenant in 2021. In order for the property to be used for any non-agricultural purposes, the covenant needs to be revoked. The process for revoking such a covenant is subdivision review (76-3-211, MCA). The property is being designed for commercial use; the approach permit indicates the use is expected to be a take and bake pizza shop or something similar.

The subject property is accessed from Highway 212, about .75 miles north of Roberts. The property is legally described as Tract 3A of Certificate of Survey 2401 AG #2, located in a portion of the SW ¼ of Section 29, Township 5 South, Range 21 East, P.M.M., Carbon County, Montana.

**Required County Commission Action:**

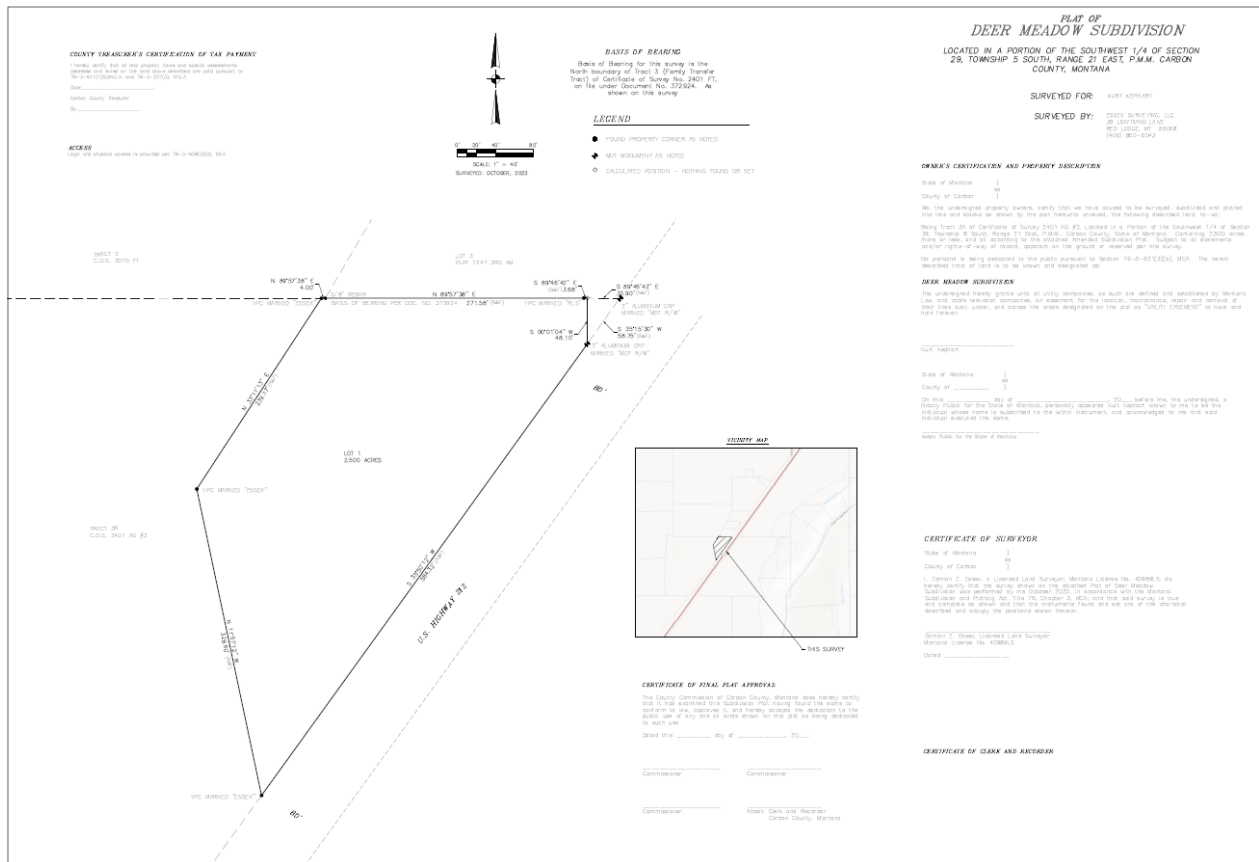
Under the adopted Carbon County Subdivision Regulations, following a public meeting, the Commission shall approve, conditionally approve, or deny the plat within 35 working days of a determination of sufficiency. Sufficiency was determined on March 29, 2024, so a decision must be reached by May 17, 2024.

This subdivision meets the criteria for expedited review under Section IV-E of the Subdivision Regulations. Under this section, a subdivision is exempt from the preliminary plat process (Planning Board review, conditional approval), and proceeds directly to final plat. To qualify for this expedited process, the following must be met:

- a. The division of land is for 1 lot subdivisions that meets the definition of a first minor subdivision from a tract of record;
- b. Legal and Physical access to all lots is provided;
- c. No land in the subdivision will be dedicated to the public use for parks and playgrounds;
- d. The plat has been approved by DEQ or county environmental health when approval is required. When a subdivision requires sanitary restrictions to be lifted the DEQ approval must be submitted with the final plat; and
- e. No public improvements are required.

Because these criteria are met, the Commission may approve the subdivision without conditions, and the final plat can be filed.

The basis for the Commissioners' decision is whether the proposed subdivision application, the plat, and any additional information authorized by law demonstrates that the proposed subdivision would meet the requirements of the Montana Subdivision and Platting Act and the Carbon County Subdivision Regulations.



### Subdivision Plat



**Subdivision Regulations – Compliance Review/Findings Summary:** (Section references are to the Carbon County Subdivision Regulations unless otherwise noted)

a. Relevant evidence relating to the public health, safety, and welfare

A review of the submitted materials does not indicate that the proposed subdivision would, if approved, negatively impact public health and safety.

A septic/drainfield system and well system will serve the subdivision. DEQ approval has been obtained according to documents submitted with the application (E.Q. #23-1295).

The property is accessed from Highway 212, a state highway, and the applicant has applied for an approach permit through the state.

b. Summary of Probable Impacts

Except where exempt by state law, all subdivisions must be reviewed for the impact on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety.

- Effect on agriculture: The proposed 2.5-acre parcel is currently vacant, but has a covenant limiting use to agricultural purposes. There have been a few other divisions of land and residential developments in the area, and this subdivision will continue the trend of formerly agricultural land being developed. While the small amount of acreage currently makes significant agricultural use unlikely, once developed any potential for agricultural use will likely cease.

Because surrounding the property has already been developed, and the property is on the highway, there should be little to no additional impact on agriculture.

- Effect on agricultural water user facilities: There are no agricultural water user facilities on the proposed lot. There is a ditch located on adjacent property.

Because there are no irrigation ditches on the new lot and the remainder will remain in its current status, there should be no adverse impacts on agricultural water user facilities as a result of the subdivision.

- Effect on local services: Because of the small scale of the subdivision the impact on local services is anticipated to be minimal.

Roberts Fire Chief Randy DeVries indicated a response time to the site would be around 10-20 minutes. The only requirements for fire suppression would be a drivable surface of 12 feet and a 20-foot wide area of cleared vegetation.

The Carbon County Sheriff's office will provide law enforcement services to the subdivision. The applicant indicated that Sheriff McQuillan was consulted and can provide service to the subdivision with an anticipated response time of 15-20 minutes.

The Montana Department of Transportation has permitting authority on the road and the applicant has submitted an approach permit application. Based on the size of the building

and potential use of the proposed building, it is estimated that 195 vehicle trips per day could be generated by the development at full build out.

Per Section V-A-15 of the Subdivision Regulations, the following language appears on the plat: “The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric, power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of the lines and other facilities, in, over, under and across each area designated on this plat as “Utility Easement” to have and hold forever.”

- Effect on the natural environment: An individual well and septic/drainfield system is proposed to serve the property. DEQ has approved the subdivision (E.Q. # 23-1295), and the property will need to maintain compliance with the permit or follow proper procedure to revise the permit. This approval should be filed with the plat.

The Carbon County Weed District inspected the property and in the Inspection Report dated March 6, 2024, reports that there is a small amount of spotted knapweed and houndstongue present. No bond is required by the Weed District.

There are no floodplain areas or wetlands on the property.

Area well logs indicate depths ranging from 25-60 feet, with static water levels at 7-10.5 feet. A single well is not anticipated to use more than 10-acre feet of water per year, and therefore is not required to obtain a new water right through DNRC.

Impacts to the natural environment are expected to be minimal due to the small scale of the subdivision and availability of water.

- Effect on wildlife: While wildlife does frequent the area, there are several similar uses on surrounding properties, and the development of this subdivision should not have a significant adverse impact on wildlife. The applicant notes that Montana FWP was contacted for comments and responded with “no comments.”
- Effect on wildlife habitat: Some subdivisions in similar habitat report considerable and on-going problems with deer, elk, or antelope damaging landscaped shrubs, flowers, and gardens. The property is not located in Sage Grouse habitat according to the Montana Sage Grouse Habitat Conservation Program. The applicant notes that Montana FWP was contacted for comments and responded with “no comments.”
- Effect on public health and safety: The Carbon County Sheriff’s office provides law enforcement service in the area. The subdivision is located within the Roberts Fire District and Chief DeVries indicates the ability to serve the site with a response time of 10-20 minutes.

- c. Whether the application and plat conform to the provisions of the following:
- i. The Montana Subdivision and Platting Act: The Plat has been prepared and processed in accordance with the Montana Subdivision and Platting Act.
  - ii. The Carbon County Subdivision Regulations: The application conforms to the requirements of the adopted Subdivision Regulations. The Subdivision Guarantee indicates there are mortgages on the property from Farmers State Bank, and a consent to the subdivision from the bank was provided as well.
  - iii. Applicable Zoning Regulations: A Group 2 Development Permit is required for new commercial development, and will need to be obtained prior to development.
  - iv. Other regulations in effect in the area of the proposed subdivision: There are no known regulations in the area with which the subdivision would conflict.
  - v. Whether DEQ has approved the proposed subdivision for proposed subdivision that will create parcels of less than twenty (20) acres: The lot is less than 20 acres and DEQ has issued an approval.
  - vi. Whether the subdivider has demonstrated that there is an adequate water source and at least one are for a septic system and a replacement drainfield for each lot for a proposed subdivision that will create one or more parcels containing twenty (20) acres or more: There are no proposed lots over 20 acres.
- d. Planning Staff Recommendation:

Planning Staff recommends approval of the Deer Meadow Subdivision final plat. The following should be filed with the subdivision:

1. Department of Environmental Quality Approval (E.Q. # 23-1295).
2. Revocation of Declaration of Agricultural Covenant.

**PLAT OF  
DEER MEADOW SUBDIVISION**

LOCATED IN A PORTION OF THE SOUTHWEST 1/4 OF SECTION  
29, TOWNSHIP 5 SOUTH, RANGE 21 EAST, P.M.M. CARBON  
COUNTY, MONTANA

SURVEYED FOR: KURT KEPHART

SURVEYED BY: ESSEX SURVEYING, LLC  
39 LIGHTNING LANE  
RED LODGE, MT 59068  
(406) 860-6043

**COUNTY TREASURER'S CERTIFICATION OF TAX PAYMENT**

I hereby certify that all real property taxes and special assessments assessed and levied on the land above described are paid pursuant to 76-3-611(1)(b)M.C.A. and 76-3-207(3), M.C.A.

Date: \_\_\_\_\_  
Carbon County Treasurer  
By: \_\_\_\_\_

**ACCESS**

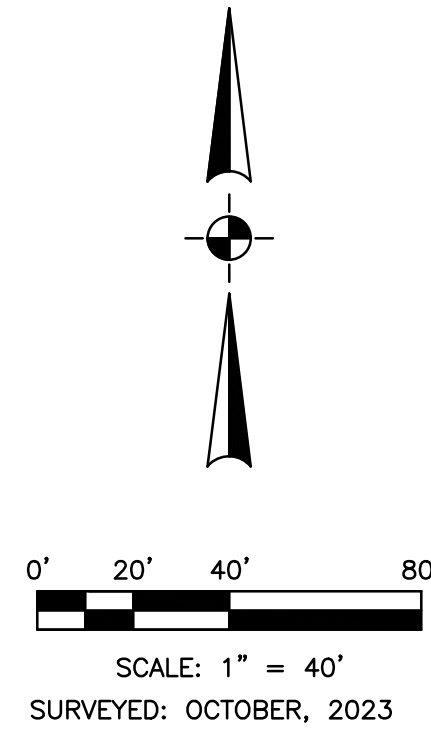
Legal and physical access is provided per 76-3-608(3)(d), MCA.

**BASIS OF BEARING**

Basis of Bearing for this survey is the North boundary of Tract 3 (Family Transfer Tract) of Certificate of Survey No. 2401 FT, on file under Document No. 372924. As shown on this survey

**LEGEND**

- FOUND PROPERTY CORNER AS NOTED
- ◆ MDT MONUMENT AS NOTED
- ◇ CALCULATED POSITION - NOTHING FOUND OR SET

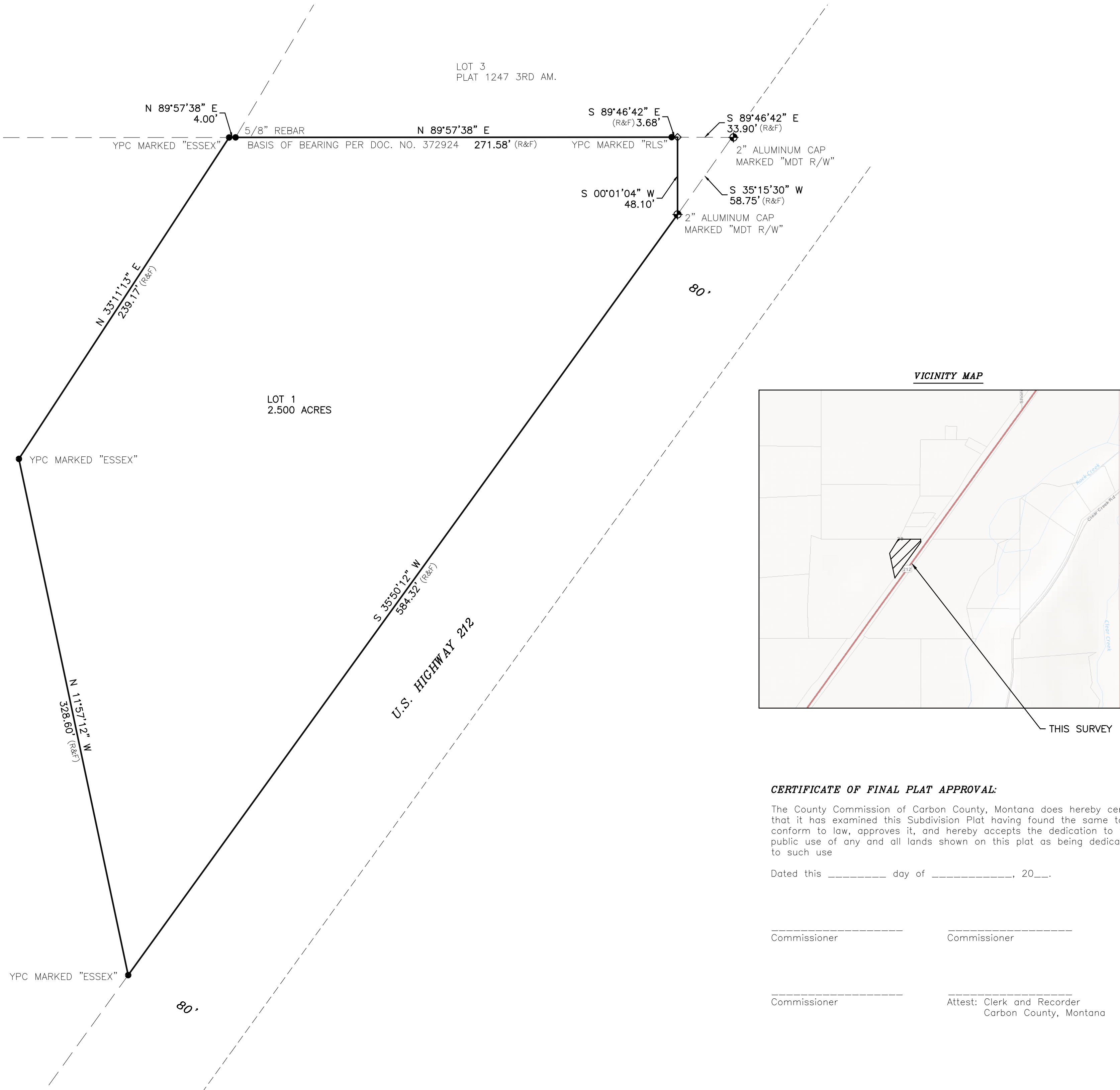


TRACT 2  
C.O.S. 2070 FT

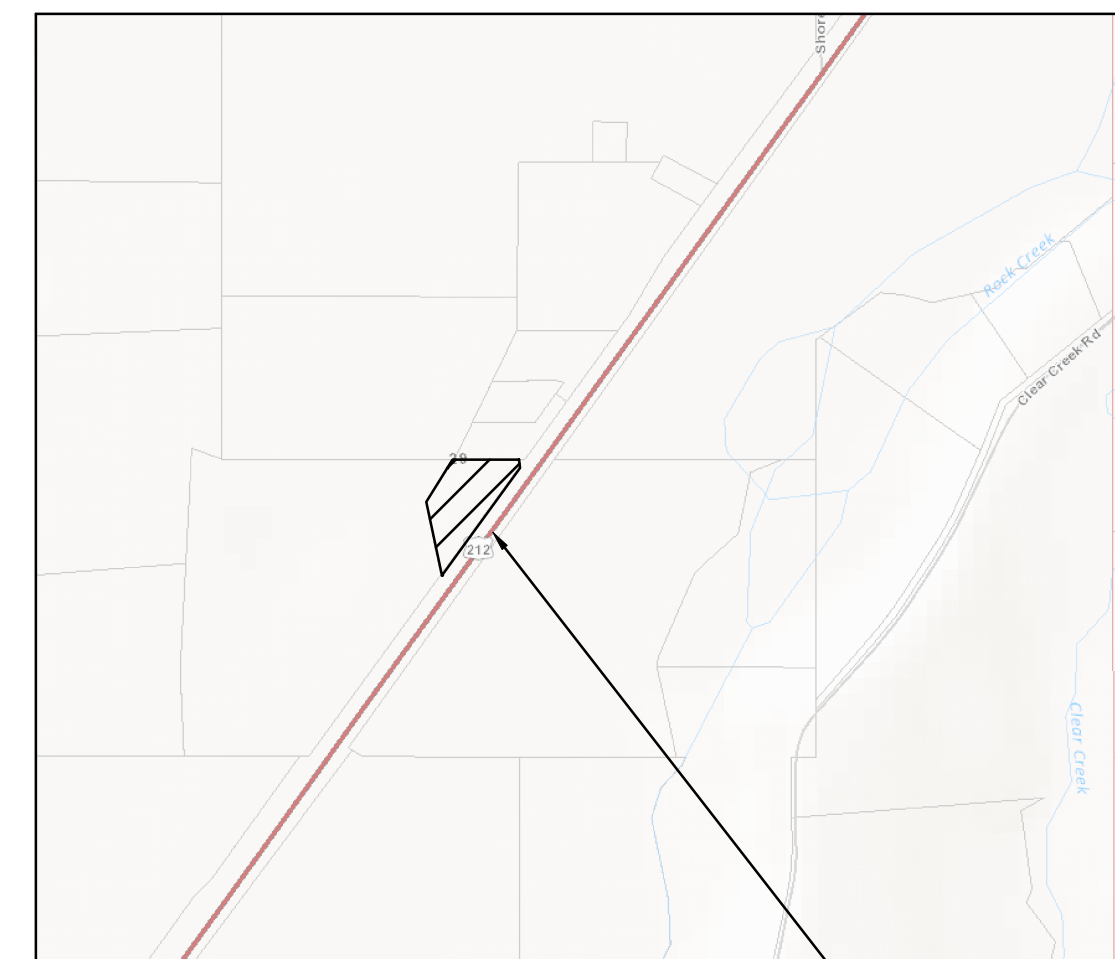
LOT 3  
PLAT 1247 3RD AM.

LOT 1  
2.500 ACRES

TRACT 3B  
C.O.S. 2401 AG #2



**VICINITY MAP**



THIS SURVEY

**CERTIFICATE OF FINAL PLAT APPROVAL:**

The County Commission of Carbon County, Montana does hereby certify that it has examined this Subdivision Plat having found the same to conform to law, approves it, and hereby accepts the dedication to the public use of any and all lands shown on this plat as being dedicated to such use

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: Clerk and Recorder  
Carbon County, Montana

**OWNER'S CERTIFICATION AND PROPERTY DESCRIPTION**

State of Montana )  
                                  ) SS  
County of Carbon )

We, the undersigned property owners, certify that we have caused to be surveyed, subdivided and platted into lots and blocks as shown by the plat hereunto annexed, the following described land, to-wit:

Being Tract 3A of Certificate of Survey 2401 AG #2, Located in a Portion of the Southwest 1/4 of Section 29, Township 8 South, Range 21 East, P.M.M., Carbon County, State of Montana. Containing 2.500 acres, more or less, and all according to the attached Amended Subdivision Plat. Subject to all easements and/or rights-of-way of record, apparent on the ground or reserved per this survey.

No parkland is being dedicated to the public pursuant to Section 76-3-621(3)(b), MCA. The herein described tract of land is to be known and designated as:

**DEER MEADOW SUBDIVISION**

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under, and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever.

\_\_\_\_\_  
Kurt Kephart

State of Montana )  
                                  ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Kurt Kephart known to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that said individual executed the same.

\_\_\_\_\_  
Notary Public for the State of Montana

**CERTIFICATE OF SURVEYOR**

State of Montana )  
                                  ) SS  
County of Carbon )

I, Zamian Z. Essex, a Licensed Land Surveyor, Montana License No. 40989LS, do hereby certify that the survey shown on the attached Plat of Deer Meadow Subdivision was performed by me October 2023, in accordance with the Montana Subdivision and Platting Act, Title 76, Chapter 3, MCA; and that said survey is true and complete as shown and that the monuments found and set are of the character described and occupy the positions shown thereon.

\_\_\_\_\_  
Zamian Z. Essex, Licensed Land Surveyor  
Montana License No. 40989LS

Dated \_\_\_\_\_


**CERTIFICATE OF CLERK AND RECORDER**

## Re: Deer Meadow Subdivision

Kenneth Moore <kenm53@icloud.com>

Thu 4/18/2024 12:44 PM

To:Forrest Mandeville <Forrest@forrestmandevilleconsulting.com>

 4 attachments (6 MB)

23-072\_Kephart Sub-24x36.pdf; ApproachPermit\_8643.pdf; 21029\_Community Impact Report\_031424.pdf; Deer Meadow Subdivision COSA (2).pdf;

Mr. Mandeville,

Please see the following letter of opposition to be submitted to the Carbon County Commission. Thank you for delivering this to them.

April 18, 2024

Opposition Letter to the Carbon County Commission.

Vicki Nunn and Kenneth Moore own the residential property adjacent to the proposed Deer Meadow Subdivision. We are unable to attend the meeting for this proposed subdivision but submit this letter of opposition in our stead.

We are in opposition to the proposed subdivision and change of use from agricultural to commercial use. Following are the reasons for our opposition:

1. In the MDOT approach application change from field access to commercial access. It states that traffic generation for the proposed use is anticipated to be approximately 195 vehicle traffic trips per weekday. US Highway 212 at this location has an existing speed limit of 55 MPH and is a two lane highway. There are no turn lanes, deceleration or acceleration lanes at this approach. There are times that this highway is very busy and very dangerous to slow down to turn into an approach. There have been multiple times that we have been very close to getting run into by other vehicles, not obeying the speed limit, at our approach which is just a few hundred feet from the approach of the proposed subdivision. Also there is a lot of Amish travel by buggies and bicycles on this highway and 195 more vehicle traffic per weekday would create higher life threatening situations for them. This area of the highway cannot handle an additional 195 vehicle trips per weekday getting off the highway and entering the highway without causing very dangerous situations.
2. In the Summary of Probable Impacts, Effects on Agriculture, Paragraph D, Potential Conflicts between the proposed subdivision and adjacent agricultural operation. This does not address the probable impacts of adjacent residential properties. We disagree with item d, the commercial use of this property will definitely increase the chances of theft and vandalism to our residential property. With 195 vehicle per weekday traffic adjacent to our property the chances of people seeing what is on our property to steal or vandalize increase's immensely. We also disagree with item f, the proposed commercial subdivision will lead to a devaluation of our property and all neighboring residential properties. Who wants to live next door to a commercial business. Commercial businesses should be within or adjacent to commercial areas, not in the middle of large lot rural residential areas or agricultural areas.
3. The impact of this proposed subdivision with a commercial use also impacts the commercial businesses within the Town of Roberts. If this proposed subdivision is to be an eatery, that could severely injure the income of established eateries in Roberts. If it becomes another type of commercial use, that could also impact the stability of established businesses in Roberts. There is not a large enough population base for any additional commercial uses within this area. At this time there is only one residential house for sale in Roberts and very few established residential houses on the market within five miles of the proposed subdivision. This area is in need of residential property not commercial property.

We want to thank the Commission for there time and taking our concerns into consideration.

Sincerely,

Vicki Nunn and Kenneth Moore

Sent from my iPad

On Apr 17, 2024, at 11:55 AM, Forrest Mandeville  
<Forrest@forrestmandevilleconsulting.com> wrote:

Mr. Moore,

Please find attached information submitted by the applicant in support of the Deer Meadow Subdivision, which will be considered by the County Commission at their meeting on April 30. If you wish to provide any comments you can email them to me at this email address.

Thank you,

Forrest J. Mandeville, AICP

Owner/Planner

Forrest Mandeville Consulting

PO Box 337

Columbus, MT 59019

Forrest@ForrestMandevilleConsulting.com

Phone: (406) 690-1933

[www.ForrestMandevilleConsulting.com](http://www.ForrestMandevilleConsulting.com)



Quote prepared on:

February 13, 2024

Quote prepared by:

Brenda Taylor

brenda.taylor@centralsquare.com

Quote #: Q-167277

Primary Quoted Solution: PSJ Pro

Quote Name: Carbon County Sheriff, MT - Priority SMS Paging

Quote expires on: August 11, 2024

Quote prepared for:

Mr. Kelly Carrington

Carbon County Sheriff's Office

P. O. Box 318

Red Lodge, MT 59068

406-425-2790

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1. CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	1,800.00	1,800.00
2. CAD Priority SMS Paging Subscription Core Annual Subscription Fee	1	2,400.00	2,400.00
		<b>Software Total</b>	<b>4,200.00 USD</b>

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL	
1. Public Safety Project Management Services - Fixed Fee	780.00	
2. Public Safety Technical Services - Fixed Fee	1,560.00	
	<b>Services Total</b>	<b>2,340.00 USD</b>

## QUOTE SUMMARY

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**Software Subtotal** 4,200.00 USD

**Services Subtotal** 2,340.00 USD

**Quote Subtotal** 6,540.00 USD

**Quote Total** 6,540.00 USD

## WHAT ARE THE RECURRING FEES?

---

<b>TYPE</b>	<b>AMOUNT</b>
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	4,200.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.



---

## ATTACHMENT A

### Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

Carbon County Sheriff, MT, CAD Priority SMS Paging, Q-167277

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

### Project Scheduling

Parties agree a schedule will be provided for services within *sixty days* from the execution of the above quote number.

### Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

### Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

### Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

### CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

### Services Scope of Project

The project includes the following scope of services.

Client is responsible to be the primary point of contact with the third-party agencies and provide Subject Matter Experts (SMEs) familiar with existing data structures to assist with the interface process and to test the interface.

CentralSquare will work with the Client to establish a connection between the third-party CAD Priority SMS Paging Interface and the Central Square CAD Pro. This is a one-way interface from Pro CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from Pro CAD. The connection to the Priority SMS interface is set up by CentralSquare.

CentralSquare Consultant will assist the client to configure, connect and test the interface.

Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date\*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

\*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

## **BILLING INFORMATION**

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## **PAYMENT TERMS**

### **License Fees & Annual Subscriptions**

- 100% Due Upon Contract Execution

### **Contract Startup**

- 100% Due Upon Contract Execution

### **Hardware & Third-Party Software**

- 100% Due Upon Contract Execution

### **Services**

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

### **Third-Party Services**

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

### **Travel & Living Expenses**

- Due as Incurred

## PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

scm

Carbon County Sheriff's Office

Signature: \_\_\_\_\_



Name: \_\_\_\_\_

SCOTT MILLER

Date: \_\_\_\_\_

04.25.2024

Title: \_\_\_\_\_

COUNTY COMMISSIONER

**Carbon County Department Head Meeting**  
**April 30, 2024**  
**1:30 p.m. – Commissioners Meeting**

- 1.) Financial / Accounting
  - a. Preliminary Budgets
  
- 2.) HR / Payroll
  - a. Wage Increases
  - b. Insurance Rate Increases
  - c. Staffing Growth Plan and Triggers Development
  
- 3.) Miscellaneous / Administration
  - a. Administrative Changes
    - i. Meeting Recording
    - ii. Agenda and Document Signature/Approval process
    - iii. Finance
  - b. Cedarwood Project
  - c. Website Redesign – Domain Transition
  - d. Brand Mark Creation