



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
February 04, 2025
7:00 PM**

The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

Public participation is welcome in the following ways:

- Attend in person.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

Meeting Decorum Statement

1. Members of the public shall address their comments to the presiding officer and the Commission as a body and not to any individual member of the Commission or City staff.
2. Speakers shall keep their comments germane to the subject item on the agenda or, during petitions and communications, matters of significant public interest which are within the jurisdiction of the Commission.
3. Be respectful and do not engage in disorderly or boisterous conduct, including but not limited to applause, booing, or making any remarks that are, threatening, profane, abusive, personal, or slanderous that disturbs, disrupts, or otherwise impedes the orderly conduct of our meeting.
4. Signs, placards, banners, or other similar items shall not be permitted in the audience during our City Commission meeting.
5. Remain seated, unless addressing the body at the podium or entering or leaving the meeting. Private or informal conversations may occur outside of the Chambers. Obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.
6. A complete copy of Rule 10 pertaining to the public participation is available on the table in the Commission Chambers and is included with the Meeting posting on the City's Website.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

MILITARY UPDATES

1. Miscellaneous Reports and announcements from Montana Air National Guard.

PETITIONS AND COMMUNICATIONS

(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and either your address or whether you are a city resident for the record.)

2. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

5. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.

6. Minutes, January 21, 2025, City Commission Meeting.
7. Total Expenditures of \$3,615,909 for the period of January 3, 2025 through January 15, 2025, to include claims over \$25,000, in the amount of \$3,096,932.
8. Contracts List.
9. Approve final payment for the Great Falls Wastewater Treatment Plant Solids Building Ventilation Upgrades to Central Plumbing & Heating, Inc. in the amount of \$53,114.41 and \$536.51 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents.
10. Approve Amendment No. 1 to the Professional Services Agreement with Terracon Inc. in the amount of \$18,645 for the Giant Springs Road Slide Repair project, and authorize the City Manager to execute the agreement documents.
11. Approve the Highpoint Networks Master Services Agreement and Statement of Work for Microsoft 365 migration, licenses and backup services in the first year amount of \$130,691.86, and authorize the City Manager to sign the agreement documents.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member. After motion is made, Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

PUBLIC HEARINGS

OLD BUSINESS

12. Central Ave / 3rd Street Drainage Improvements Phase 2. *Action: Approve or not approve the Professional Services Agreement Amendment No. 2 in the amount of \$122,897 to Great West Engineering, and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Christoff Gaub)*

NEW BUSINESS

13. Malmstrom AFB Installation Resilience Study, Professional Services Agreement. *Action: Approve or not approve a Professional Services Agreement in the amount not to exceed \$400,000 to Advanced Engineering and Environmental Services, LLC and (authorize/not authorize) the City Manager to execute the agreement documents. (Presented by Christoff Gaub)*
14. Three Year Audit Services Contract. *Action: Approve or not approve a three year contract for audit services with Eide Bailly, LLP at a cost of \$115,400 for Fiscal Year 2025, \$119,700 for Fiscal Year 2026, and \$124,250 for Fiscal Year 2027; approve or not approve Amendment One of the Contract, and authorize or not authorize the City Manager to execute the agreement documents. (Presented by Melissa Kinzler)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

15. Miscellaneous reports and announcements from the City Commission.
16. Commission Initiatives.
17. Legislative Initiatives.

ADJOURNMENT

(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.)

Assistive listening devices are available for the hard of hearing, please arrive a few minutes early for set up, or contact the City Clerk's Office in advance at 455-8451. Wi-Fi is available during the meetings for viewing of the online meeting documents.

Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.

JOURNAL OF COMMISSION PROCEEDINGS
January 21, 2025

Regular City Commission Meeting

Mayor Reeves presiding
 Commission Chambers, Room 206

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Cory Reeves, Joe McKenney, Rick Tryon, Shannon Wilson and Susan Wolff. Also present were City Manager Greg Doyon, Public Works Director Chris Gaub, Planning and Community Development Director Brock Cherry, Finance Director Melissa Kinzler, Park & Recreation Director Steve Herring, Deputy City Attorney Rachel Taylor, Fire Chief Jeremy Jones, Police Chief Jeff Newton and City Clerk Lisa Kunz.

AGENDA APPROVAL: There were no proposed changes to the agenda by the City Manager or City Commission. The Agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

COMMUNITY INITIATIVES

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM SHERIFF JESSE SLAUGHTER.

Cascade County Sheriff Jesse Slaughter made the following announcements and updates to the Commission:

- He plans on testifying in opposition and encouraged staff to monitor SB 94 because it could create more issues for local government.
- Construction of the entire booking facility will soon begin at the jail with the use of ARPA funds.
- Cascade County was awarded a Homeland Security grant for the purchase of an armored vehicle that will be used by the Central Montana High Risk Unit (HRU).
- Kami Stone has been hired to run and facilitate the Crisis Intervention Program. The program is in the infancy stage and they are currently working on policies and awaiting a contract from the State pertaining to reimbursements. For their long-term goal, they need crisis intervention beds.

Commissioner Wolff inquired the status of the crisis intervention beds at the Indian Family Health Center.

Sheriff Slaughter clarified that it is currently in the RFQ process and the State is working on finalizing language pertaining to those allocations, so he cannot guarantee the location at this time.

Commissioner Wilson is looking forward to completion of the new booking facility for increased officer safety and inmate welfare and security.

JOURNAL OF COMMISSION PROCEEDINGS
January 21, 2025

PETITIONS AND COMMUNICATIONS

2. **Lela Graham**, 1500 5th Street NW, Chairperson of Housed Great Falls, commented that Housed Great Falls runs the cold weather drop in center at First United Methodist Church. She reported that the cold weather drop in at the Church was open nine nights in November, five nights in December, and all nights to date in January. In November and December, they averaged 23 people and 27 people so far in January. She invited the Commission to visit the drop in center to see what they do.

NEIGHBORHOOD COUNCILS

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS AND COMMISSIONS

4. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

5. **APPOINTMENT TO THE CITY-COUNTY BOARD OF HEALTH.**

Mayor Reeves reported that the City-County Board of Health was created through an *Agreement* entered into between Cascade County and the City of Great Falls in 1975 to establish a board of health as contemplated by the provisions of Montana law relating to local boards of health, specifically § 50-2-106, MCA. Under the terms of the 1975 *Agreement*, the City-County Board of Health consists of seven members.

City representative Amanda Ball was appointed by the City Commission on April 16, 2019 and has served two full terms with her most recent term ending on December 31, 2024. The City advertised for citizen interest and received an application from Ms. Laurie Bernhardt Glover. This application was forwarded to Health Officer Abigail Hill for the board to review and provide a formal recommendation on the applicant. Ms. Hill was notified by County Commissioner Joe Briggs that the Board would not be making a recommendation. The application is being forwarded for City Commission for appointment consideration.

Commissioner Wilson moved, seconded by Commissioner Wolff, that the City Commission appoint Laurie Bernhardt Glover to the City-County Board of Health as the City's resident representative for a three-year term through December 31, 2027.

Mayor Reeves asked if there were any comments from the public. Hearing none, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioners Wilson and Wolff know Ms. Glover and spoke highly of her as a professional nursing student teacher, as well as her involvement in the community.

Commissioner McKenney inquired if Commissioner Wilson was at the Board of Health meeting when this appointment was discussed.

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Commissioner Wilson explained that the Board Chair and Chief Civil Deputy County Attorney Carey Ann Haight agreed that, because this was a City appointee application, they would not discuss it at the meeting or provide a formal recommendation. Commissioner Wilson reviewed Ms. Glover's resume and again noted she would highly recommend her.

Commissioner Wolff concurred, adding that she does not think the Commission could find someone more qualified or more passionate about public health.

Mayor Reeves called for the vote.

Motion carried 5-0.

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon made the following announcements and reports:

- Police Officers Jasmine Roybal, Nicholas Bowley and Emily Dalton were sworn in today, and will be starting the Police Academy this week.
- Since December 30, 2024, Great Falls had 18 days of snowfall totaling 20 inches. In terms of equipment, that included driving approximately 13,239 miles and about 1,300 hours of driving time and labor, which included about 512 hours of overtime. Over 1,532 tons of sand has been used to treat the roads.
- Renovations being paid for by the State-Local Infrastructure Partnership Act (SLIPA) grant at the Great Falls Animal Shelter will begin in February with demolishing the floors in the dog area. They will also start replacing the plumbing in that facility, which is a primary driver for the project. The dog kennels and floor will be resurfaced, repairs done to the utility area, and then exterior door replacement. Local partners are being contacted to see if they will be able to accept animals in the meantime, including foster care. Offsite locations, existing facilities, and rental locations are also being explored to try to accommodate animals. This time period was chosen because it is statistically the lowest intake period for animals coming in to the facility.
- He and Commissioner McKenney, along with a couple of senators and representatives, participated in the first legislative meeting with the City's hired lobbyist today. He has had almost daily contact with the lobbyist to provide direction. Regular updates about what he is hearing and what is going on in Helena will be provided under legislative updates on the agendas.
- The company the City contracts with for parking services experienced a computer glitch that sent out letters to people who received courtesy tickets that incorrectly said if they received another ticket their vehicle would get booted. Planning and Community Development Director Brock Cherry has met with representatives of the company. Apology letters are forthcoming.

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Mayor Reeves received clarification that a temporary animal shelter would require flooring that could be properly cleaned. The flooring and the work that would be involved in the Children's Museum building would not accommodate that.

Commissioner Tryon received clarification that the Animal Shelter Renovations project timeline is February 1 to April 1, 2025.

Commissioner Wolff commented that Laramie Smovir is doing an amazing job as Animal Shelter Manager.

CONSENT AGENDA.

7. Minutes, January 7, 2025, City Commission Meeting.
8. Total Expenditures of \$6,396,747 for the period of December 19, 2024 through January 2, 2025, to include claims over \$25,000, in the amount of \$3,775,036.
9. Contracts List.
10. Approve the cancellation of City of Great Falls checks that remain outstanding and unpaid for a period of one year or longer as authorized by § 7-6-4303, MCA, and authorize redistribution to the General Fund and the Municipal Court Unclaimed Restitution Fund.
11. Approve the final payment for the 32nd Street South ADA Upgrades, Phase 1, in the amount of \$30,669.02 to United Materials of Great Falls, Inc., and \$309.79 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents. **OF 1788.1**
12. Approve the final payment for the East Fiesta Street Reconstruction, in the amount of \$45,831.98 to United Materials of Great Falls, Inc., and \$462.95 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents. **OF 1787.0**

Commissioner Wolff moved, seconded by Commissioner Wilson, that the City Commission approve the Consent Agenda as presented.

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners. Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

OLD BUSINESS

JOURNAL OF COMMISSION PROCEEDINGS
January 21, 2025

13. AMENDMENT AND EXTENSION OF ANACONDA HILLS GOLF COURSE AND EAGLE FALLS GOLF CLUB MANAGEMENT AGREEMENT WITH COURSECO, INC. D/B/A GREAT FALLS GOLF, LLC.

Park and Recreation Director Steve Herrig reported that staff is recommending that the City Commission approve a Management Agreement extension with CourseCo, Inc. for the term February 1, 2025 through January 31, 2030, and authorize the City Manager to sign the agreement.

As discussed at tonight's work session, this agreement is a five-year extension with the possibility of an additional five years. With both extensions, there would be a monetary commitment from CourseCo toward capital equipment or capital improvements at the golf courses.

The City has been working with CourseCo since 2019. Since that time, CourseCo has returned approximately \$1.3 million dollars back to the City. The City used \$80,000 to renovate the tap house at Eagle Falls and \$75,000 on golf carts. The continued attack is to get the golf cart fleet up and running.

CourseCo CEO Mike Sharp commented that CourseCo has had a great relationship with the City the last six years; it has been beyond their expectations and has been successful as discussed at the work session. He recognized the staff in attendance that do the work to deliver the great golf, course conditions, food and beverage, and community event experiences. Of the 45 properties managed by CourseCo, Great Falls is top notch. He believes it is a textbook public private partnership and looks forward to the next five years.

Commissioner Wolff moved, seconded by Commissioner Tryon, that the City Commission approve the Amendment and Second Extension of Anaconda Hills Golf Course and Eagle Falls Golf Club Management Agreement with CourseCo, Inc., d/b/a Great Falls Golf, LLC for the term February 1, 2025 through January 31, 2030.

Mayor Reeves asked if there were any comments from the public. Hearing none, Mayor Reeves asked if there was any discussion amongst the Commissioners.

Commissioner Tryon expressed appreciation to CourseCo and looks forward to another five years of a mutually beneficial relationship.

Commissioner McKenney commented this is an excellent example of a public private partnership. He expressed appreciation to the former City Commission and City Manager Greg Doyon for making the right decision five years ago.

Commissioner Wolff thanked CourseCo for providing the great experiences for people in our community. She knows it will get better and better with CourseCo's leadership.

Commissioner Wilson concurred with all the comments and added that she learned how to play golf at Eagle Falls when she was 10-years old and is glad it is still there and doing very well.

City Manager Greg Doyon commented that CourseCo has been a phenomenal partner and appreciates everything that they have done, and for maintaining a level of optimism and enthusiasm.

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There being no further discussion, Mayor Reeves called for the vote.

Motion carried 5-0.

NEW BUSINESS

ORDINANCES / RESOLUTIONS

CITY COMMISSION

14. APPOINTMENTS, GREAT FALLS CITIZEN'S COUNCIL.

The Commission discussed availability. Mayor Reeves and Commissioner McKenney noted they could attend the January 28, 2025 meeting.

Commissioner Tryon moved, seconded by Commissioner Wolff, that the City Commission appoint Mayor Reeves and Commissioner McKenney to serve on the Great Falls Citizen's Counsel, also known as the Council of Councils, for the January 28, 2025 meeting.

Mayor Reeves asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Reeves called for the vote.

Motion carried 5-0.

15. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Wolff announced she spent time at the site of the 33rd Street Water Tank project today with Public Works Director Gaub and others working on the project. She learned that the tank was built in the 1940's, holds four million gallons of water and is hydraulically connected to the Hill 57 water tank.

For the Fire Chief's awareness, Commissioner Tryon reported that he has heard concerns from residents on Lower River Road about the possibility of burn permits being granted. The topic will be discussed at the upcoming Council of Councils meeting.

Fire Chief Jeremy Jones responded that his department is currently addressing that issue and will present on that topic at an upcoming work session.

16. COMMISSION INITIATIVES.

None.

JOURNAL OF COMMISSION PROCEEDINGS
January 21, 2025

17. LEGISLATIVE INITIATIVES.

Mayor Reeves noted that City Manager Greg Doyon needs direction from the Commission with regard to SB 94 that would revise public sector union laws. After discussion, it was a majority consensus of the Commission for Manager Doyon to relay to the City’s retained lobbyist that the City of Great Falls is opposed to SB 94.

Mayor Reeves noted he had wanted to propose an ordinance to add language to the Clean Indoor Air Act that would prohibit e-cigarettes and vaping inside buildings. Ed Buttrey reached out to him several months ago and said that he supported that, but asked Mayor Reeves to wait and let them fix it at the legislative level first. He was disappointed to read HB 149 that limits local government from enacting any ordinances regarding e-cigarettes and vaping.

Commissioner McKenney commented that it needs to be looked into more. It may mean that local government cannot supersede state law, and state government may still having something coming down the pike.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Reeves, to adjourn the regular meeting of January 21, 2025, at 7:54 p.m.**

Motion carried 5-0.

 Mayor Reeves

 City Clerk Lisa Kunz

Minutes Approved: February 4, 2025



Commission Meeting Date: February 4th, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

ITEM: \$25,000 Report
 Invoices and Claims in Excess
 of \$25,000

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
<https://greatfallsmt.net/finance/checkregister>

**TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN
 ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$25,000:**

ACCOUNTS PAYABLE CHECKS	01/03/2025 - 01/15/2025	3,430,230.69
MISCELLANEOUS ACCOUNTS PAYABLE WIRES	01/03/2025 - 01/15/2025	178,595.05
	SUB TOTAL: \$	3,608,825.74
MUNICIPAL COURT CHECKS	01/03/2025 - 01/15/2025	7,083.14
	GRAND TOTAL: \$	3,615,908.88

GENERAL FUND

CITY COUNTY HEALTH

CITY COUNTY HEALTH DEPT	CCHD SUPPORT FOR FISCAL YEAR 2025	125,000.00
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SPECIAL REVENUE FUNDS

COVID RECOVERY

WADSWORTH BUILDERS COMPANY	PARTIAL HVAC RENOVATION PMT 18	59,977.72
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PLANNING & COMMUNITY DEVELOPMENT

GREAT FALLS TRANSIT DISTRICT	4TH QUARTER GRANT PASS THROUGH FY 24	27,444.16
ROADWAY ASSET SERVICES LLC	ROAD & ADA CONDITION INDEX PMT 4	26,840.00

EAST INDUSTRIAL AG TEC PRK TID

GREAT FALLS ARGITECH PARK LLC	SEMI-ANNUAL PAYMENT	233,124.52
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SUPPORT & INNOVATION

GF TOURISM BUSINESS IMPROVEMENT	DEC 24 TBID ASSESSMENT TAX DISTRIBUTION	337,536.00
GF BUSINESS IMPROVEMENT DISTRICT	DEC 24 BID ASSESSMENT TAX DISTRIBUTION	114,999.24

DEBT SERVICE FUNDS

CAPITAL PROJECT FUNDS

ENTERPRISE FUNDS

WATER

STATE OF MONTANA DEQ	2025 ANNUAL COMMUNITY CONNECTION FEE	44,954.00
CAPCON	SW SIDE WMR PH 4 PMT 4	264,014.81

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	318,489.18
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SANITATION

JACKSON GROUP PETERBILT	PETERBILT 548/GS SIDE LOADER #917	168,900.00
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INTERNAL SERVICE FUNDS

CENTRAL GARAGE

DUVAL FORD LLC	2025 POLICE INTERCEPTOR HYBRID AWD	52,032.52
DUVAL FORD LLC	2025 POLICE INTERCEPTOR HYBRID AWD	52,032.52
DUVAL FORD LLC	2025 POLICE INTERCEPTOR HYBRID AWD	52,032.52
DUVAL FORD LLC	2025 POLICE INTERCEPTOR HYBRID AWD	52,032.52
DUVAL FORD LLC	2025 POLICE INTERCEPTOR HYBRID AWD	52,032.52

HEALTH & BENEFITS

HEALTH CARE SERVICE CORPORATION	BCBS HEALTH INSURANCE	804,483.16
METROPOLITAN LIFE INSURANCE CO	METLIFE DENTAL AND VISION DEC 2024	47,258.92

TRUST AND AGENCY FUNDS

UTILITY BILLS

HIGH PLAINS LANDFILL	LANDFILL CHARGES DECEMBER 2024	96,980.62
GUZMAN ENERGY LLC	ENERGY SALES DECEMBER 2024	166,767.25

CLAIMS OVER \$25,000 TOTAL: \$ 3,096,932.18

**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: February 4, 2025

ITEM: CONTRACTS LIST
Itemized listing of administratively approved contracts.
(Listed contracts are available for inspection in the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk
ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Finance	Community & Policy Advisors, LLC	02/04/2025 – 06/30/2025	\$30,470	Professional Services Agreement for preparation of the City’s five-year Consolidated Plan (2025-2029), a Community Development Block Grant (CDBG) administrative document, utilizing CDBG funds



Commission Meeting Date: February 4, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Final Payment: Great Falls Wastewater Treatment Plant Solids Building Ventilation Upgrades (O.F. 1633.3)

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and Approve a Final Pay Request

Suggested Motion: Approve a final payment request.

1. Commissioner moves:

“I move the City Commission (approve/not approve) Final Payment for the Great Falls Wastewater Treatment Plant Solids Building Ventilation Upgrades to Central Plumbing & Heating, Inc. in the amount of \$53,114.41 and \$536.51 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Approve final payment request.

Summary:

This project consisted of building changes to improve the indoor air quality and ventilation efficiency in the Solids Building at the Wastewater Treatment Plant (WWTP). The City Commission awarded the contract to Central Plumbing & Heating, Inc. on January 17, 2023. Substantial completion was achieved on December 18, 2024, and Central Plumbing & Heating, Inc. has completed all work and punch list items.

Background:

The City of Great Falls commissioned a study to investigate the overall condition of ventilation systems with specific facilities at the WWTP, including the Solids Building, in 2017. The study put a particular focus on the root cause of the deterioration of electrical components within the Solids Building. The study concluded that buildup of NH₃ (ammonia) gasses and air stagnation was evident in multiple visits, and the corrosive ammonia gasses were causing damage to electrical components within the building. The study then recommended various HVAC improvements within the building to address the issues.

In late 2021, the City entered into a Professional Services Agreement with GPD, who authored the study, to move forward with design and implementation of a project at the Solids Building. The project was successfully designed and bids were opened for construction on January 4th, 2023. One bid was received and

the lowest responsible bidder was Central Plumbing & Heating, Inc. The Commission awarded the contract on January 17, 2023, in the amount of \$1,133,889.00.

Fiscal Impact:

The project was programmed and prioritized as a needed capital improvement and is funded through the Wastewater Treatment Fund.

The final project cost is \$1,073,018.37, which is \$60,870.63 less than the total contract amount. Good communication between the Contractor and the City representatives and better than expected existing conditions contributed to the lower final contract amount.

Alternatives:

The City Commission could vote to deny final pay and direct staff to continue discussing project close out with Central Plumbing & Heating, Inc. Failure to provide a valid reason for disapproval could potentially result in the City of Great Falls violating the twenty-one day prompt payment window specified in the agreement.

Attachments/Exhibits:

Project Summary Sheet
Final Pay Application

PROJECT SUMMARY SHEET:

Waste Water Treatment Plant Solids Building HVAC Improvements, O.F. 1633.3

Current as of: January 22, 2025

Description: Upgrade and replace HVAC equipment to meet department of Environmental Quality air change per hour replacement. Remove ammonia gas from building that is very corrosive to electrical equipment.

Justification: In 2017 a study was performed to address various interior odors and gases produced by the Waste Water Treatment plant. Study showed improper air exchange and buildup of ammonia gases. Project will prevent damage to electrical equipment and increase air cycle exchange to meet code.

Scope: Remove mezzanine mounted air handler, roof and wall fans, heating water pumps, and all associated piping/ductwork. Install two air handlers, heat pumps and exchangers, piping/ductwork

Added to CIP: 1st half FY2024

CIP Timeline: On track

Cost:

- CIP programmed: \$1.14M/FY24
- Current Working Estimate: \$1.14M
- Awarded Cost: \$1.14M
- Final Cost: \$1.07M

Funding Source(s): Utilities (Sewer)

- Funding Match Requirements: N/A

Planned Execution Method: Design-Bid-Build

Planned Construction CY: Spring 2024 to Summer 2024

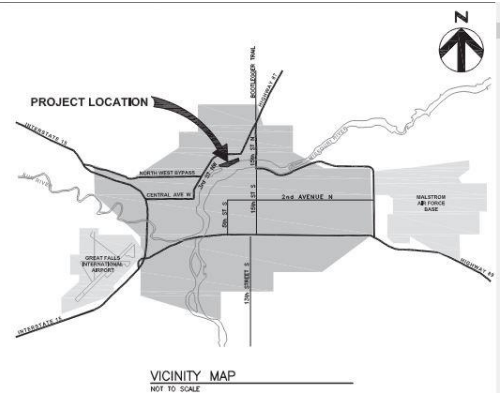
Current Project Stage – Final Pay: Planning (Sept. 2021), Design (Winter 2022), Construction (2024), Warranty (2027)

- Design Method: Consultant
- Contractor: Central Plumbing and Heating

Map & Site Pictures:



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

PROJECT FUNDING/EXPENDITURE SUMMARY

OF 1633.3, WWTP HVAC Evaluation and Rehabilitation

FINAL PAY

PREPARED BY THE CITY ENGINEERS OFFICE: MPJ

DATE: 1/22/25

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE	
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5				
CONTRACTOR: GPD, PC 2021 DESIGN CONTRACT	Engineer Service 5310.31.564.49325	\$13,911.25	\$11,452.50	\$11,452.50	\$7,253.00	\$2,290.75	\$56,620.00	\$56,620.00	\$0.00	
	DATE	1/31/2022	6/30/2022	8/31/2022	9/30/2022	10/31/2022				
		No. 6	No. 7	No. 8	No. 9	No. 10				
	Engineer Service 5310.31.564.49325	\$900.00	\$468.00	\$936.00	\$1,872.00	\$1,404.00				
	DATE	12/31/2022	4/30/2023	6/30/2023	11/30/2023	2/28/2024				
		No. 11	No. 12	No. 13	No.15	No. 16				
	Engineer Service 5310.31.564.49325	\$1,404.00	\$3,276.00							
	DATE	4/18/2024	10/29/2024							
	Subtotal =							\$56,620.00	\$56,620.00	\$0.00

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR:	5310.31.564.49310	\$188,420.60	\$110,017.33	\$238,228.65	\$35,194.45	\$308,356.09	\$1,122,550.11	\$1,062,288.19	\$60,261.92
	DATE	1/31/2024	3/6/2024	4/1/2024	5/29/2024	6/20/2024			
Central Plumbing & Heating		No. 6	No. 7	No. 8	No. 9	No. 10			
	5310.31.564.49310	\$117,444.20	\$5,248.50	\$6,263.96	\$53,114.41				
	DATE	7/31/2024	10/1/2024	12/18/2024	1/21/2025				
Subtotal =							\$1,122,550.11	\$1,062,288.19	\$60,261.92

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
CONTRACTOR:	5310.31.564.49310	\$1,903.24	\$1,111.29	\$2,406.35	\$355.50	\$3,114.71	\$11,338.89	\$10,730.19	\$608.70
	DATE	1/31/2024	3/6/2024	4/1/2024	5/29/2024	6/20/2024			
MT 1% TAX		No. 6	No. 7	No. 8	No. 9	No. 10			
	5310.31.564.49310	\$1,186.30	\$53.02	\$63.27	\$536.51				
	DATE	7/31/2024	10/1/2024	12/18/2024	1/21/2025				
Subtotal =							\$11,338.89	\$10,730.19	\$608.70

MISCELLANEOUS	Miscellaneous	Misc					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		Misc	Misc	Misc	Misc	Misc			
2021 MISC EXPENDITURES	5310.31.564.43590	\$194.54	\$170.56	\$155.60	\$99.50		\$3,000.00	\$620.20	\$2,379.80
	DATE	10/14/2022	11/6/2022	12/4/2022	12/25/2022				
	VENDOR	Tribune	Tribune	Tribune	Tribune				

Total = \$1,193,509.00 \$1,130,258.58 \$63,250.42

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE		
PW322203						CPH Contract	\$ 1,133,889.00
	5310.31.564.49310	Construction	\$1,133,889.00	\$1,073,018.38	\$60,870.62	GPD Contract	\$ 56,620.00
	5310.31.564.49325	Engineering Services	\$56,620.00	\$56,620.00	\$0.00	Originator	MPJ
	5310.31.564.43590	Miscellaneous	\$3,000.00	\$620.20	\$2,379.80	Division Head	JEP
TOTALS			\$1,193,509.00	\$1,130,258.58	\$63,250.42	Plant Manager	CLM



Contractor's Application for Payment No. 9

Application Period: 01/01/2025-01/31/2025		Application Date: 1/21/2025
To (Owner): City of Great Falls	From (Contractor): Central PHE	Via (Engineer):
Project: GFWWTP Solids Ventilation Upgrades	Contract:	
Owner's Contract No.:	Contractor's Project No.: 23-1002	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders			
Number	Additions	Deductions	
TOTALS			
NET CHANGE BY CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE.....	\$ 1,073,018.37
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 ± 2).....	\$ 1,073,018.37
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 1,073,018.37
5. RETAINAGE:	
a. X \$1,073,018.37 Work Completed.....	\$
b. 5% X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 1,073,018.37
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,019,367.45
8. AMOUNT DUE THIS APPLICATION.....	\$ 53,650.92
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: [Signature]
 By: [Signature] Date: 1/21/25

Payment of: \$ 53,114.41
 (\$53,650.92 - \$536.51)

is recommended by: [Signature] 01/22/2025
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] 1/22/25
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Progress Estimate

Contractor's Application

For (Contract): GFWWTP Solids Ventilation Upgrades			Application Number: 9					
Application Period: 01/01/2025-01/31/2025			Application Date: 1/21/2025					
A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization	\$52,133.00	\$52,133.00			\$52,133.00	100.0%	
2	HVAC Renovations	\$734,776.00	\$734,776.00			\$734,776.00	100.0%	
3	Test and Balance	\$8,395.00	\$8,395.00			\$8,395.00	100.0%	
4	Temperature Controls	\$89,050.00	\$89,050.00			\$89,050.00	100.0%	
5	Electrical Renovations	\$112,950.00	\$112,950.00			\$112,950.00	100.0%	
6	Structural Reinforcement	\$16,221.00	\$16,221.00			\$16,221.00	100.0%	
7	Demolition	\$30,364.00	\$30,364.00			\$30,364.00	100.0%	
8	Misc. Work	\$90,000.00	\$29,129.37	\$60,870.63		\$90,000.00	100.0%	
9	Closeout	(\$60,870.63)		(\$60,870.63)		(\$60,870.63)	100.0%	
Totals		\$1,073,018.37	\$1,073,018.37			\$1,073,018.37		

APPLICATION FOR PAYMENT NO. 9 RTN

To: City of Great Falls (OWNER)
From: Central Plumbing & Heating, Inc. (CONTRACTOR)
Contract: GFWWTP Vent
Project: _____
OWNER's Contract No. 23-1002 ENGINEER's Project No. _____
For Work accomplished through the date of: 1/31/25

1.	Original Contract Price:	\$	<u>1,133,889.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>(60,870.63)</u>
3.	Current Contract Price (1 plus 2):	\$	<u>1,073,018.37</u>
4.	Total completed and stored to date:	\$	<u>1,073,018.37</u>
5.	Retainage (per Agreement):		
	<u>5%</u> of Completed Work:	\$	<u>Ø</u>
	<u>5 %</u> of stored material:	\$	<u>Ø</u>
	Total Retainage:	\$	<u>Ø</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>1,073,018.37</u>
7.	Less previous Applications for Payments:	\$	<u>1,019,367.45</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>53,650.92</u>
9.	Less 1% State Gross Receipts Tax :	\$	<u>536.51</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$	<u>53,114.41</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 8 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 1/21/25 CPHE
CONTRACTOR
By: [Signature]

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 01/22/2025 GPD
ENGINEER
By: [Signature]

EJCDC No. 1910-8-E (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. **Modified by the City of Great Falls to add items 9 and 10.**



Commission Meeting Date: February 4, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Professional Services Agreement Amendment No. 1: Giant Springs Road Slide Repair, O.F. 1789.0.

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and approve Amendment No. 1 to the Professional Services Agreement with Terracon Inc.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) Amendment No. 1 to the Professional Services Agreement with Terracon Inc. in the amount of \$18,645.00 for the Giant Springs Road Slide Repair project, and authorize the City Manager to execute the agreement documents."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Approve Amendment No. 1 to the Professional Services Agreement.

Summary:

During the design of this project, the consultant’s understanding of the requirements of the Federal Government increased requiring additional work beyond the original scope agreed upon for the PSA. This project requires multiple permits from the Army Corps of Engineers, which requires more work from Terracon Inc. Approving this amendment will allow Terracon to obtain the required permits, complete the design, and move into the construction phase of this project.

Background:

See attached previous Agenda Report.

Workload Impacts:

The City retained Terracon to complete engineering design, bidding, and construction contract documents. Terracon, when necessary, will provide construction phase services and City Engineering staff will provide engineering services support. The additional work will allow Terracon to complete the design of the slide repair and move into the bidding and construction phases of this project.

Purpose:

See attached previous Agenda Report.

Project Work Scope:

Described in detail in “Exhibit B” of the PSA Amendment.

Conclusion:

This PSA will posture City staff to advertise and award a project that will stabilize the road embankment. City staff recommends approving Amendment No. 1, in the amount of \$18,645.00. This amendment will result in allowing Terracon to apply for the necessary federal permits and complete the design for the Giant Springs Road Slide Repair. The total consultant fee, including the amendment would be \$130,245.00.

Fiscal Impact:

BaRSAA funding is programmed for engineering design and construction services. The project has been selected and prioritized in accordance with the Public Works Capital Improvement Program.

Alternatives:

The City Commission could vote to deny the Professional Services Agreement Amendment No. 1 and request staff look for another consultant to perform the service, or cancel the project. This would delay the project and likely result in increased engineering and design fees for the project. Delaying the project increases the risk that the current slide area will continue to expand enough to cause damage to Giant Springs Road.

Attachments/Exhibits:

Original PSA Approval Agenda Report dated March 19, 2024
Professional Services Agreement – Amendment No. 1 & Exhibits B & C
Project Summary Sheet



Commission Meeting Date: March 19, 2024

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement: Giant Springs Road Slide Repair, O.F. 1789.0.

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and approve a Professional Services Agreement.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount of \$111,600.00 to Terracon Inc., for the Giant Springs Road Slide Repair project, and authorize the City Manager to execute the agreement documents."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Approve a Professional Services Agreement.

Summary:

The City proposes to retain Terracon Inc., to conduct topographic survey, complete the project design, develop the plans, assemble bid packages, assist with bidding, and complete as-built drawings of the slide repair improvements associated with this project.

Background:

A fill-slope failure of the western slope of the Giant Springs Road embankment was first reported to the City of Great Falls by the Montana Fish, Wildlife & Parks (FWP) in about January 2021. City Staff and Terracon Consultants confirmed this via a site visit, where they observed a shallow failure on the down slope side of the section, which is the west side, towards the river. The existing road embankment is sloughing, which can generate a potential hazard to the public.

In May 2022, the City of Great Falls retained Terracon Inc., to conduct subsurface evaluation of the slide area in order to develop conceptual strategies to select a final repair design option. The subsurface investigation and monitoring program of the landslide included three geotechnical borings used to determine subsurface conditions and failure mechanisms of the slope. Along with the borings, inclinometers were placed at select locations across the site to monitor and determine depths and rates of movement over the course of one year. In conjunction with the monitoring, laboratory testing was conducted to determine soil parameters to facilitate slope modeling and analysis of the failed section to design conceptual repair strategies.

The Giant Springs Road site comprises of an existing roadway fill section. An upper walking trail parallels and abuts the east/southeast shoulder of the road and the River's Edge Trail is located downslope and to the west/northwest of the failed area. Near the north end of the project area is a pedestrian tunnel that goes under Giant Springs Road. A culvert collects water from east of the road fill and exits the slope near the south end of the pedestrian tunnel on the west side of the embankment. The embankment consists of a shallow fill-slope failure along the northwestern slope of the Giant Springs Road overlooking the River's Edge Trail to the west. The failure has presented itself as a typical circular failure plane in which the destabilized plane rotates downslope from its original position with a pronounced drop at the top of the failure and a bulge of material moving near the base of the failure. The primary mechanism driving the slope failure appears to be a result of the adjacent drainage. The drainage between the natural hillslope and the embankment fill has resulted in saturation and undercutting of the embankment fill along the drainage. Additionally, the shallow bedrock encountered at the base of the embankment fill results in ponding surface water at the toe (bottom) of the slope, leading to hydrostatic uplift pressures (excess pore pressure) on the embankment toe and subsequent destabilization of the embankment toe fill section. These factors, in combination, appear to have resulted in the observed shallow fill-slope failure.

Workload Impacts:

Terracon will complete engineering design, bidding, and construction contract documents. Terracon, when necessary, will provide construction phase services and City Engineering staff will provide engineering services support.

Purpose:

This project will implement the design phase of the improvements recommended in the geotechnical report dated March 15, 2023. Given the surficial nature of the fill-slope failure, two embankment slope repair alternatives are proposed. The first alternative includes grading the slope to a flatter slope condition. The other alternative is installing a rip-rap shear buttress keyed into the bedrock at the embankment toe. Drainage repair alternatives will need to transport surface water down the drainage to the drainage basin without allowing saturation and undercutting of the embankment fill.

Project Work Scope:

The Consultant's Professional Service Agreement will include the following tasks:

- Site Survey
 - Verify existing and establish additional project control points as needed.
 - Conduct supplementary site survey to update the existing data and help provide a more accurate design.
- Project Design
 - Preparation of 60%, 90%, and Final Construction Plans
 - Construction Cost Estimates
- Bid Assistance
 - Assisting with bid advertisement, providing copies to plan rooms, and contractor questions during bidding.
 - Conduct pre-bid meeting and provide meeting minutes.
 - Prepare and process necessary addendums for the project.
- Construction
 - Assist with submittal review.
 - Provide construction staking.

- Conduct weekly construction inspection.

Conclusion:

This PSA will posture City staff to advertise and award a project that will stabilize the road embankment and help address concerns that FWP raised regarding the slope failure and the resulting damage in this area. Once an acceptable bid is offered, City staff would request Commission approval to fund and execute the project. City staff recommends approving the Agreement with Terracon Inc., in the amount of \$111,600.00.

Fiscal Impact:

\$106,020 in BaRSAA funding, and \$5,580 in City Street funds are programmed for engineering design and construction services. The project has been selected and prioritized, and executed in accordance with the Public Works Capital Improvement Program.

Alternatives:

The City Commission could vote to deny the Professional Services Agreement, request Staff look for another Consultant to perform the service, or cancel the project. This would delay the project and likely result in increased engineering and design fees for the project. Delaying the project increases the risk that the current slide area will continue to expand enough to cause damage to Giant Springs Road.

Attachments/Exhibits:

Professional Services Agreement
Scope of Services
Project Summary

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 is entered into this ____ day of _____, 2025 by and between the CITY OF GREAT FALLS, a Municipal Corporation, hereinafter referred to as “OWNER” and **TERRACON CONSULTANTS INC.** hereinafter referred to as “CONSULTANT” and agrees as follows:

WITNESSETH:

WHEREAS, the OWNER and CONSULTANT entered into a Professional Services Agreement for the project known as GIANT SPRINGS ROAD SLIDE REPAIR (O.F. 1789.0), dated March 22, 2024 (the “**Agreement**”);

WHEREAS, the OWNER and CONSULTANT agree to supplement the Scope of Services included as Exhibit “B” to the Agreement to include additional services provided by CONSULTANT to OWNER; and

WHEREAS, the OWNER and CONSULTANT agree to also supplement the Compensation and Project Schedule included in Exhibit “C” to the Agreement to provide additional compensation to CONSULTANT for said additional services and modify the schedule for the additional services.

NOW THEREFORE, the OWNER and CONSULTANT mutually agree as follows:

1. The foregoing recitals are incorporated by reference as though fully set forth herein. All capitalized terms used herein and not defined shall have the same meaning as set forth in the Agreement.
2. The OWNER and CONSULTANT mutually agree to add the following services/tasks to the Scope of Services located in Exhibit ‘B’ to the Agreement, and add the compensation amounts from OWNER to CONSULTANT, with project schedule, for those supplemented services/tasks to the Compensation and Project Schedule located in Exhibit “C” to the Agreement as follows:

See attached:

**Supplement to Agreement for Services
Change to
Scope of Services and Fees**

- Section 1 – Scope of Services**
 - Task 1 T&E Species Coordination**
 - Task 2 Cultural Resources Review and State Historic Preservation**
 - Office (SHPO) Submission**
 - Task 1 and 2 Schedule**

Task 3 Permitting
Task 3 Schedule
Task 4 Mitigation (optional)

Section 2 – Compensation

3. OWNER and CONSULTANT agree that the “Client” as referred to in the attached **Supplement to Agreement for Services** is the OWNER as defined herein.

4. Except as modified by this Amendment No 1, the Agreement remains in full force and effect and unmodified and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Professional Services Agreement the day and year first above written.

CITY OF GREAT FALLS

TERRACON CONSULTANTS, INC.

By: _____
Gregory T. Doyon, City Manager

By: _____
Matthew Hoffmann

Attest:

By: _____
Lisa Kunz, City Clerk

(Seal of the City)

*Approved as to Form:

By: _____
Rachel A. Taylor, Deputy City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Exhibit B

SUPPLEMENT TO AGREEMENT FOR SERVICES**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 3/22/2024) is between City of Great Falls MT ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

The Client is seeking approval of a Nationwide Permit 14 for the placement of fill in wetlands and watercourses necessary to repair the existing landslide located northeast of the intersection of River Drive North and Giant Springs Road in Great Falls, Cascade County, Montana, hereafter referred to as the "study area":

Task 1: T&E Species Coordination

Terracon will review information regarding threatened and endangered (T&E) species for Cascade County, Montana. Terracon will coordinate with the United States Fish and Wildlife Service (USFWS) Montana Field Office regarding federally protected species by utilizing the USFWS Information, Planning, and Conservation (IPaC) online system to obtain a list of federally protected species for the proposed project. Terracon will coordinate with the Montana State Natural Heritage Program (MNHP) regarding state protected species. Terracon will coordinate with the MNHP and USFWS Montana Field Office to comply with state and federal regulations regarding threatened and endangered species as part of the project's necessary permit applications.

This task is a T&E Species Coordination effort to coordinate with state and federal resource agencies to identify potential threatened and endangered species that may be present within the study area. No species specific surveys or habitat assessments are included in this effort. However, if species specific surveys are required, these surveys can be provided as a separate scope and fee.

Task 2: Cultural Resources Review and State Historic Preservation Office (SHPO) Submission

Terracon will coordinate with Montana State Historic Preservation Office (SHPO) to determine if historic or cultural resources may be present with the study area and to determine if the proposed project may impact such resources. Terracon will prepare a project review request to the Montana SHPO requesting a file search based on the project's Area of Potential Effect (APE) which will coincide with the project's study area boundary. The project review request will include a detailed project description, site photographs, project location maps, preliminary engineering plans (if available), and GIS files of the APE / study area.

This task is a resource agency coordination effort to coordinate with Montana SHPO to identify potential cultural and historic resources that may be present within the study area. No historic resource or archaeological surveys are included in this effort. However, if resource surveys are required, these surveys can be provided as a separate scope and fee.

Task 1 & 2 Schedule:

It is estimated that the resource agency project review requests and online coordination items can be prepared and submitted to the client within two weeks from receipt of notice-to-proceed. Project review request packages and online coordination items will be finalized for agency submission within one week following receipt of comments from client review and approval.

Task 3: Permitting

Terracon will review the project's engineering design plans including the project's erosion and sediment control plan to identify and determine aquatic resource impacts as part of the project's aquatic resource impact analysis. Terracon will prepare a Pre-Construction Notification (PCN) for a Nationwide Permit 14 (NWP-14) for Linear Transportation Projects to be submitted to the the U.S. Army Corps of Engineers (USACE) Omaha

District’s Helena, Montana Field Office. The PCN will include a detailed project description narrative, aquatic resource impact mapping and summary tables, wetland and watercourse delineation report, T&E coordination, SHPO coordination, and engineering design plans. The use of the NWP-14 will be contingent on proposed impacts to Waters of the United States (WOTUS) being limited to less than 0.5 acres of impact. Terracon does not expect additional studies being required for these items listed above; however, if the USACE does require further studies, then a separate scope of services will be provided.

Task 3 Schedule:

Once complete engineering plans have been provided, Terracon will prepare a draft PCN for client review within 30 days of completion of resource agency coordination. Client review comments will be incorporated and addressed in the PCN package within two weeks of receipt. Terracon will submit the PCN to the USACE upon client approval. Permit application fees for agency review are to be paid by the client, if applicable.

Task 4: Mitigation (optional)

Based on the current site design, Terracon does not expect mitigation to be required. However, the scope of services includes a mitigation coordination (assess availability of bank credits), if applicable; however, does not include fees for the purchase of mitigation credits.

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Compensation shall be on **time and materials basis** by task as outlined in the table below. Invoicing will be monthly based on percent complete of the tasks authorized below.

Environmental services	Fee	Authorized by client
Task 1: T&E Species Review and Agency Coordination	\$3,860	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Task 2: Cultural Resources Review SHPO Submission	\$2,705	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Task 3: Permitting	\$9,120	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Task 4: Mitigation (optional)	\$2,960	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

*Task 4 fee is applicable under the basis of mitigation requirements.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
 By: Matthew Hoffmann Date: 01/20/2025
 Name/Title: **Matthew Hoffmann / Office Manager I**
 Address: **1392 13th Ave. SW**
Great Falls, MT 59404
 Phone: **(406) 791-5111** Fax: **(406) 761-6655**
 Email: **Matthew.Hoffman@terracon.com**

Client: **City of Great Falls MT**
 By: _____ Date: _____
 Name/Title: _____
 Address: **1025 25th Ave NE PO Box 5021**
Great Falls, MT 59403-5021
 Phone: **(406) 455-8122** Fax: _____
 Email: _____



Exhibit C

1392 13th Ave SW
 Great Falls, Montana 59404
 P (406) 453-5400
 F (406) 761-6655
Terracon.com

January 22, 2023

City of Great Falls
 c/o Public Works Department PO Box 5021
 Great Falls, Montana 59403-5021

Attn: Ms. Amanda Brownlee, P.E. | Senior Civil Engineer
 P: (406) 455-8122
 E: danl@djanda.com

Re: Anticipated Schedule for Wetland Permitting Addendum to PSA
 Giant Springs Road Landslide Repair Design
 Giant Springs Road
 Great Falls, Montana
 Terracon Project No. C4235030

Dear Ms. Brownlee:

This letter provides an anticipated schedule for completion of the tasks in our proposed Supplement to Agreement for Services Change to Scope of Services and Fees document presented in Exhibit B of Amendment No.1 to the Professional Services Agreement (PSA) between the City of Great Falls and Terracon Consultants Inc., dated March 22, 2024, for the Giant Springs Road Slide Repair (O.F. 1789.0) project. The scope of the supplement to the Professional Services Agreement is to assist the City of Great Falls in obtaining a Nationwide Permit 14 for the placement of fill in wetlands for the Giant Springs Road Slide Repair project. The anticipated schedule and assumptions used in estimating the schedule are provided for each task of the proposed Supplement to Agreement for Services Change to Scope of Services and Fees document.

Task 1 and Task 2: Threatened and Endangered Species Coordination and Cultural Resources Review and State Historic Preservation Office (SHPO) Submission

Based on our conversations with the City of Great Falls, we will use the Miscellaneous task of our existing PSA to begin the Nationwide Permit 14 application process. We anticipate completion of Task 1 and Task 2 by March 2, 2024. These tasks will be completed concurrently. This timeline assumes the City of Great Falls will require a week to provide comments on the draft submissions.

Task 3: Permitting

We anticipate the completion of Task 3 by April 23, 2025. This timeline assumes the City of Great Falls will require a week to provide comments on the draft Pre-Construction Notification (PCN) submission.

We anticipate being able to complete Tasks 1, 2, and 3 concurrently, which should shorten the time for submission of the PCN to less than described above. Given the nature and scope of the project, we anticipate the USACE review time should be between 90 to 120 days to issue Nationwide Permit 14 approval. This timeline assumes no other permitting issues arise during the permitting process.

Permitting Schedule Estimate
Giant Springs Road Landslide Repair | Great Falls, Montana
January 22, 2024 | Terracon Project No. C4235030



We are currently working to have final repair plans, project specifications, and contract documents prepared for the City of Great Falls by March 3, 2025. Based on our conversations with the city, this should put us on schedule to bid the project in June 2025, assuming no further permitting issues arise. Please let us know if you have any questions about our anticipated schedule.

Sincerely,
Terracon Consultants, Inc.

Ross Hokett
Staff Engineer

Matthew D. Hoffmann, P.E.
Principal | Montana Operations Manager

PROJECT SUMMARY SHEET:
Giant Springs Road Slide Repair, O.F. 1789.0
FY 2024 Capital Improvement Plan
Current as of: January 22, 2025

Description: Mitigate road embankment slope failure along Giant Springs Rd overlooking Rivers Edge Trail.

Justification: Existing road embankment is sloughing, generating a potential hazard to the public. Significant risk that current slide area will expand enough to damage Giant Springs Rd. City Staff and Terracon Consultants observed a shallow failure on down slope (west, towards river) side of the section.

Scope: Geotechnical investigation of slide area; implementing recommended repairs to active slide area along Giant Springs Road. Repair alternatives include correcting drainage issues, re-grading slope to flatter slope condition or installing rip-rap shear buttress keyed into bedrock at embankment toe (bottom edge of embankment).

Added to CIP: 2nd half FY2022

CIP Timeline: Approximately 12- months behind – contract negotiations

Cost:

- CIP programmed cost/FY: \$500,000/FY24
- Current Working Estimate: \$500,000
- Consultant Fees: \$167,745 (2 PSA contracts, November 2022, March 2024, 1 ammendment January 2025)
- Awarded Cost: TBD
- Final Cost: TBD

Funding Source(s): Streets (\$232,356) / BaRSAA (\$267,644)

Planned Execution Method: Design-Bid-Build

Planned Construction CY: Summer 2025

Current Project Stage (Estimated Completion Date): Design (Summer 2024-Winter 2024), Construction (Summer/Fall 2025).

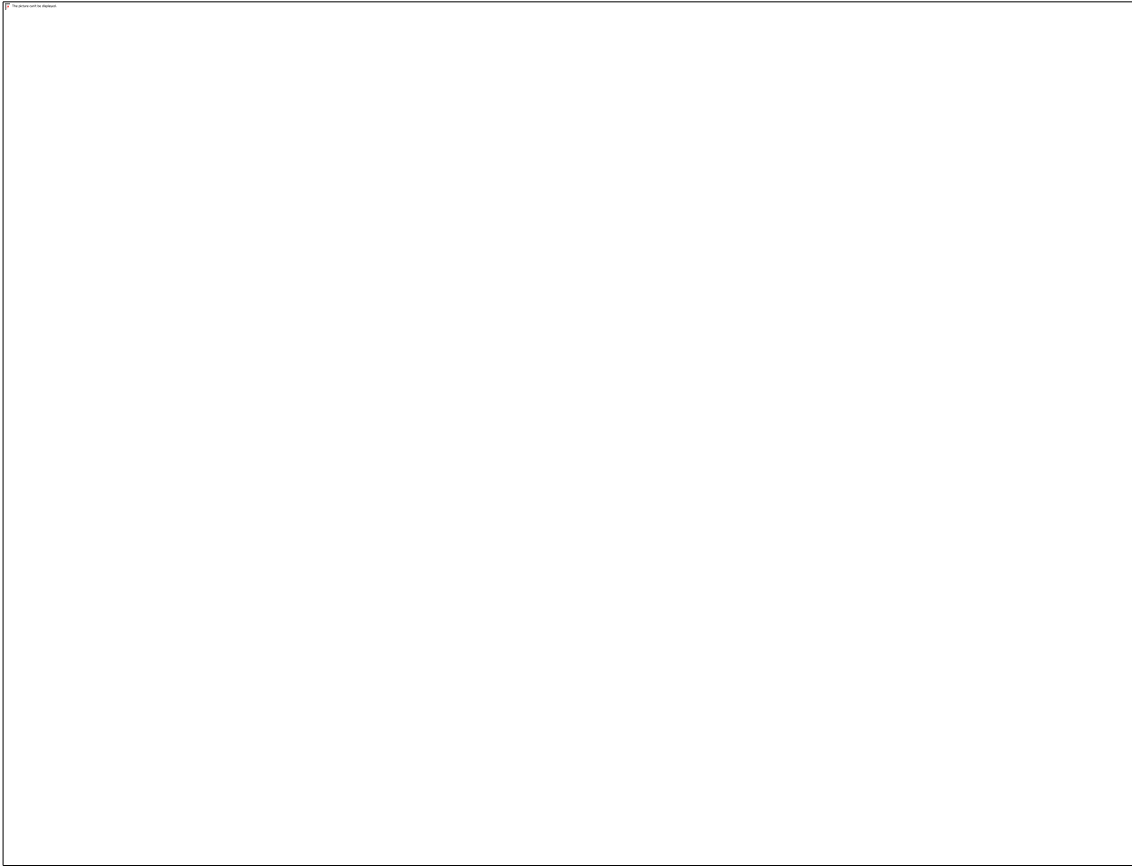
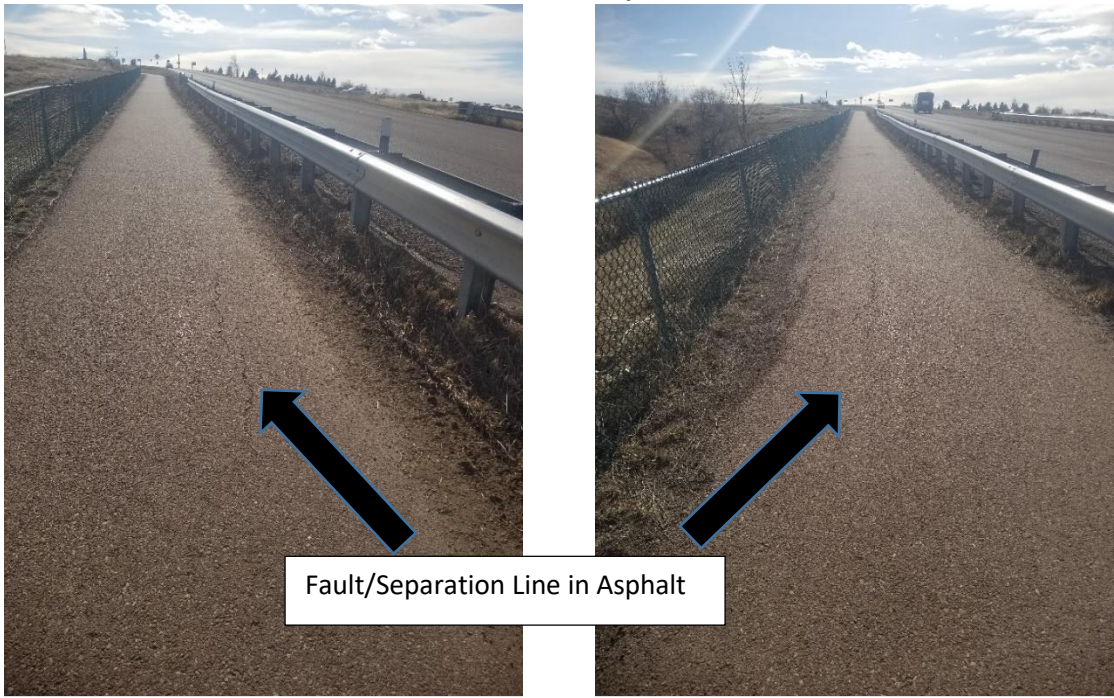
- Design Method: Consultant – Terracon Inc.
- Contractor: TBD

Site Pictures & Map:



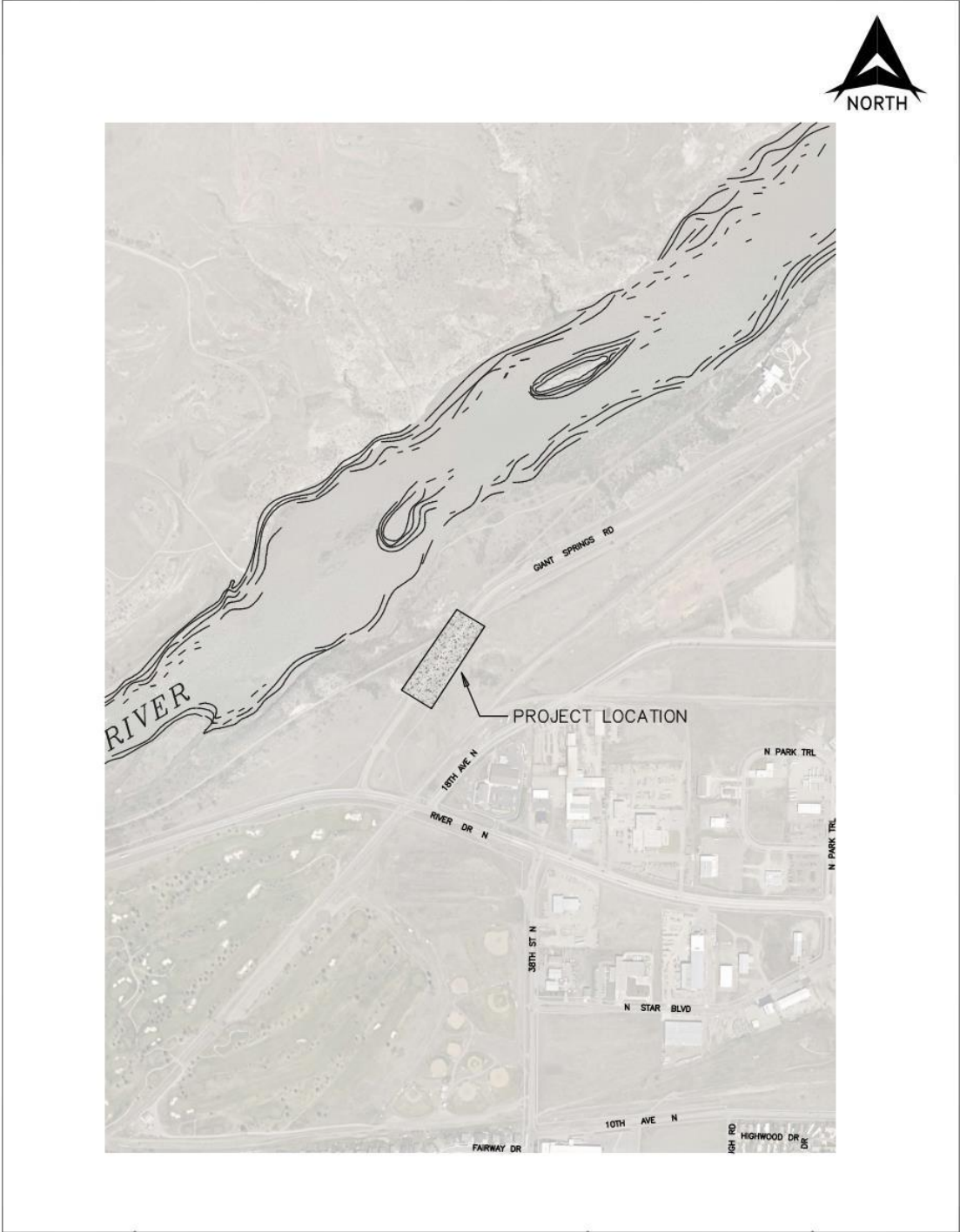
Fault/Separation Line in Soil

PROJECT SUMMARY SHEET:
Giant Springs Road Slide Repair, O.F. 1789.0
FY 2024 Capital Improvement Plan
Current as of: January 22, 2025



Rotational Slope Failure

PROJECT SUMMARY SHEET:
Giant Springs Road Slide Repair, O.F. 1789.0
FY 2024 Capital Improvement Plan
Current as of: January 22, 2025



	GIANT SPRINGS ROAD SLIDE REPAIR	VICINITY MAP	OF 1789.0
			02-15-2022

PROJECT SUMMARY SHEET:
Giant Springs Road Slide Repair, O.F. 1789.0
FY 2024 Capital Improvement Plan
Current as of: January 22, 2025

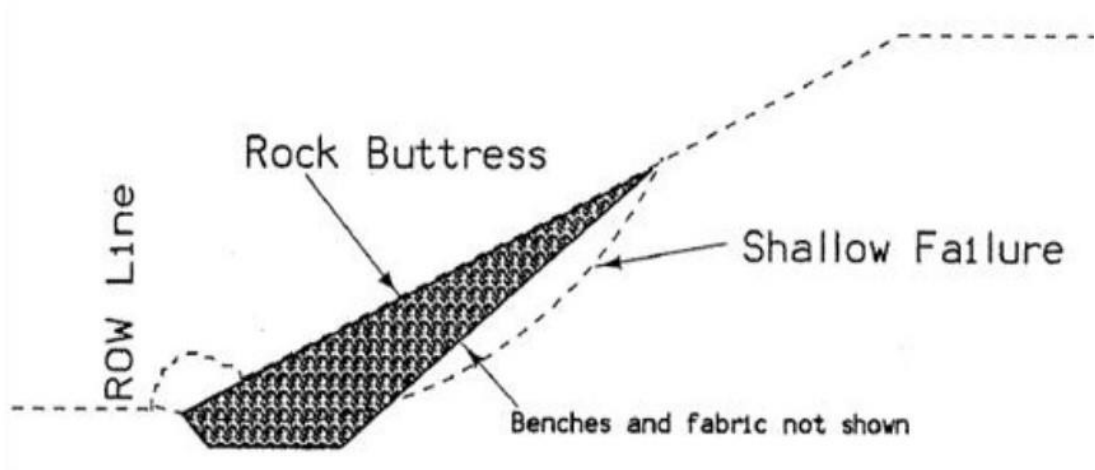


Figure 8: Slope repair with rock buttress (from Lohnes, et.al., 2001).

Rock Buttress Repair Example



Commission Meeting Date: February 4, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Software Contract: Migration of City Email System to Microsoft 365

From: IT Department

Initiated By: IT Department

Presented By: Todd Feist, IT Director

Action Requested: Approve the migration of the City's email system from Exchange Server 2016 on-premise to Microsoft 365 utilizing Highpoint Networks for professional services and license procurement.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the Highpoint Networks Master Services Agreement and Statement of Work for Microsoft 365 migration, licenses and backup services in the first year amount of \$130,691.86, and authorize the City Manager to sign the agreement documents.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission approve the migration of the City's email system from Exchange Server 2016 on-premise to Microsoft 365.

Summary:

The IT Department proposes migrating the City’s email system from Exchange Server 2016 on-premise to Microsoft 365. This transition is necessary due to the imminent end-of-support for the existing system, mailbox storage limitations, and the need for modern collaboration tools. Two quotes were obtained from vendors for professional services, Microsoft 365 licensing, and cloud backup solutions. Based on the evaluation, Highpoint Networks offers a cost-effective solution, particularly in professional services, making their proposal the most advantageous overall.

Background:

Purpose:

The migration to Microsoft 365 will modernize the City’s email infrastructure, increasing storage, improving security, and enabling collaboration tools. Tools such as Microsoft Teams for real-time communication, OneDrive, and SharePoint for secure, large-capacity file sharing will enhance productivity and collaboration, both internally and with external partners.

Significant Impacts:

One significant challenge currently faced by City staff is the limited mailbox storage capacity. The current system forces staff to manually archive or delete emails to stay within mailbox size limits, impacting productivity. Microsoft 365 allows for larger mailbox sizes, allowing staff to retain essential communications without constant mailbox management.

Furthermore, there is a growing need for better collaboration tools and efficient file-sharing methods with external parties such as contractors, consultants, and government agencies. The current system's limitations hinder real-time collaboration and result in frequent use of third-party solutions, which may compromise data security. Microsoft 365 offers an integrated solution through tools like Microsoft Teams, OneDrive, and SharePoint. These tools provide real-time collaboration, secure file sharing, and significant capacity limits, enhancing the City's ability to work efficiently and securely across departments and with external stakeholders.

Evaluation and Selection Process:

Two vendors submitted quotes for professional services, licensing, and backup solutions. Highpoint Networks provides a lower overall cost. A summary of costs is included in the table below:

Vendor	Professional Services (One-Time)	Microsoft 365 Licensing (Yearly)	Cloud Backup (Yearly)	Total Yearly Cost (M365 + Backup)	Total Year Cost	First
Highpoint Networks	\$14,830	\$99,691.86	\$16,170	\$115,861.86	\$130,691.86	
Compunet	\$34,200	\$93,918.24	\$9,614	\$103,602.24	\$137,732.24	

While Compunet offers lower licensing costs, their professional services fees are significantly higher than those of Highpoint Networks. Highpoint Networks provides a clear cost advantage in professional services, offering savings that make their proposal more appealing overall. By bundling licensing and services, the City ensures a streamlined migration and efficient project execution. Both vendors require the initial Microsoft 365 licenses to be purchased through them to provide the necessary professional services for migration and support. After the first-year licensing term, the City will explore alternative vendors for licensing to ensure continued cost savings and flexibility.

Conclusion:

The City’s IT department has identified the need for a more robust and scalable solution to address the challenges of limited mailbox storage, server strain, and increasing file-sharing demands. In addition to resolving these storage and performance issues, the City also requires a solution that will be supported beyond October 2025. By migrating to Microsoft 365, the City can eliminate the need to manage and maintain physical hardware and on premise backups for email. Microsoft 365’s cloud-based storage and collaboration tools provide automatic backup and recovery features, ensuring the security and accessibility of email data while streamlining operations and improving staff productivity.

Fiscal Impact:

The cost of this project has been fully allocated in the FY25 IT Department budget, including:

- One-time: \$14,830
- Yearly: \$115,861.86

Alternatives:

If the project is denied, the City will continue using outdated infrastructure, risking hardware failures, limited email storage, and increased security threats. After October 2025, the system will no longer receive security updates, posing further operational risks.

Concurrences:

The IT Department has received support from other City departments for upgrading the email system and implementing the collaboration features of Microsoft 365.

Attachments/Exhibits:

- Highpoint Networks Proposal and MSA
- Compunet Quote and Proposal
- 11:11 Systems Quote for Compunet's Hosted Backup Proposal



SOLUTION PROPOSAL

Microsoft 365 Migration, Licenses and Backup

Quote #: 140439

Version: 8

Delivery Date: 01/14/2025

Expiration Date: 01/31/2025

Prepared for:

City of Great Falls

Attn: Todd Feist

1005 25th Ave NE

Great Falls, MT 59404

Prepared by:

High Point Networks, LLC

Mike Felten

Direct/Mobile/Fax: 406-281-7222

mike.felten@highpointnetworks.com

Proposal Summary

High Point Networks is happy to provide the City of Great Falls with a proposal for a Microsoft 365 Email Migration. Our system details are defined below and included in the datasheets attached to this proposal. If there are any questions or concerns please let us know.

Completion Date: TBD

P.O.C(s): Todd Feist

ESTABLISH CLAIMING PARTNER OF RECORD

Seller will provide step-by-step guidance to customer on where the Domain Name & Directory ID can be located. Domain Name & Directory ID will be provided back to Seller to associate Claiming Partner of Record (CPOR). CPOR enables Seller to help Customer optimize the use of Microsoft Online Services for desired business outcomes by providing Seller with access to usage and consumption data.

Project Brief:

High Point Networks (HPN) will be assisting the City of Great Falls with an Exchange on-prem to Exchange Online email migration. The project will also include some additional configuration of the M365 tenant and integration with Duo for 2fa on Microsoft sign-ins. After the migration is complete, HPN will decommission the current Exchange 2016 Server and provide an admin training session to cover management of email and identities in the new M365 environment. NOTE - This migration assumes a single domain migration.

Scope of Work

HPN Responsibilities:

- Claimed Partner of Record (CPOR form)
- Perform Pre-installation Activities
 - Environment Discovery
 - Active Directory (AD) Health Check
 - Current email Health Check
 - Create M365 tenant
- Deploy Server
 - Run Windows Updates
 - Install prerequisites
 - Configure SSL
 - Install Entra Connect for user synchronization
 - Setup Exchange 2019 Hybrid
- Configure M365
 - Configure Duo to protect M365 sign-ins
 - *Via Federation or Conditional Access Custom Controls*
 - Configure M365 for archiving with Barracuda (Cloud)
 - Change delivery route in Barracuda (Cloud) to deliver to M365
 - Add/verify greatfallsmt.gov in the tenant for future use
 - Configure Conditional Access Policies
 - Block logins outside of US
 - Enforce MFA for admins/users (if not federated with Duo)
 - Block legacy auth
 - *Demo during admin training on how to build additional policies*
 - Disable external sharing in SharePoint/OneDrive
 - Disable external collaboration in Entra ID
- Migrate Data (This template assumes a test migration with a few users and then migrating the rest of the users in 1

Microsoft 365 Migration, Licenses and Backup

batch.)

- Mailbox migration test
- User data migration
- Decommission of old physical Exchange server
- Provide up to 2 hours of Admin Training
- Project Management
- Troubleshooting (Multiple batch migrations will increase troubleshooting time needed after each cutover)
- Kickoff call
- Config/Time entry

Client Responsibilities:

- Minimum Specs for Exchange Hybrid Server: Windows 2019, 4 core, 12GB of RAM, 100GB hard drive space for Operating System
 - Recommended Specs for Exchange Hybrid Server: Windows 2022, 4 core, 16GB of RAM, 120GB hard drive space for Operating System
- Remote connection and access to servers involved in project
- Remote connection and access to PC's involved in project
- Provide Windows licensing for Hybrid server
- Provide access to DNS, spam filter, and firewall
- Provide a valid 3rd party SSL cert
- Provide a dedicated PC for testing with Office Suite 2016 or above (can be virtual)
- Update all Office to current versions through Windows updates
- HPN can assist at T&M rates. A separate service ticket would be created.

Exclusions:

- Onsite assistance
- Windows 10 21H2 and below operating systems are not supported
- Office 2013 and below are not supported
- Active Directory Domain Controllers and Forest Level below 2012 R2 are not supported
- Setup and configuration of the following applications:
 - Skype for Business/Teams (Teams deployment options will be discussed during admin training)
 - SharePoint
 - OneDrive
 - Yammer
 - Windows Intune

SMART M365 Backup Implementation Summary

High Point Networks is happy to be providing **City of Great Falls** a proposal for a **Microsoft 365 Migration, Licenses and Backup Solution**. Our deliverables are defined below and included in the Statement of Work attached to this proposal. If there are any questions or concerns please let us know.

SMART 365 Backup Implementation Brief: Protection of M365 Services through cloud-cloud API backups. Includes unlimited cloud storage for Exchange Online, SharePoint, Teams files.

HPN Responsibilities:

- Sync M365 tenant to backup platform
- Initial true-up of billable users (periodic true-ups after initial onboarding)
- Create platform users as requested by client

Customer Responsibilities:

- Provide access to tenant via Global Administrator account
- Provide list of users to be included/excluded
- Work with implementation manager

Exclusion:

- Travel
- Anything not explicitly included in this scope

SCOPE Customizations if applicable:

Change Control:

- In the event that it becomes necessary to alter the scope of work, High Point Networks will initiate contact with the company's point of contact to work out the details associated with impacts to schedules, deliverables, and/or financial commitments. No changes to the scope of work will occur without prior written authorization.

Microsoft 365 Migration, Licenses and Backup

Prepared for:

City of Great Falls
 Attn: Todd Feist
 1005 25th Ave NE
 Great Falls, MT 59404

Prepared by:

High Point Networks, LLC
 Mike Felten
 Direct: 406-281-7222
 mike.felten@highpointnetworks.com



The Microsoft Licensing is a one-time up front cost, annual agreement

HPN Service Bundle

Qty	Item	Description	Price	Ext. Price
1	PROSERVE-PKG	High Point Networks Professional Services defined in the pdf online or above in this document	\$14,600.00	\$14,600.00

Subtotal: \$14,600.00

M365 License - Annual Billed Up Front

Qty	Item	Description	Annual	Price	Ext. Annual	Ext. Price
543	CFQ7TTC0J1Z9: 0007-1YR	Office 365 G1 (Governmental Community Cloud Pricing), One Year paid up front	\$110.77	\$110.77	\$60,148.11	\$60,148.11
550	CFQ7TTC0LFLS: 0013-1YR	Microsoft Entra ID P1 (Governmental Community Cloud Pricing), One Year paid up front	\$66.46	\$66.46	\$36,553.00	\$36,553.00
1	CFQ7TTC0LGZ W:0012-1YR	Office 365 F3 (Governmental Community Cloud Pricing), One Year paid up front	\$44.31	\$44.31	\$44.31	\$44.31
7	CFQ7TTC0J1ZT-1YR	Office 365 G5 (Governmental Community Cloud Pricing), One Year paid up front	\$420.92	\$420.92	\$2,946.44	\$2,946.44

Annual Subtotal: \$99,691.86

Subtotal: \$99,691.86

SMART M365 Backup - Billed Annually

Qty	Item	Description	Annual	Ext. Annual
550	HPN-SMM365-BU-BA	SMART M365 Backup - Users XX -XXX - Billed Annually	\$29.40	\$16,170.00

Annual Subtotal: \$16,170.00

SMART M365 Backup Implementation

Qty	Item	Description	Price	Ext. Price
1	HPN-SMM365BU-IMP	SMART M365/GSuite BU One Time Implementation Fee	\$230.00	\$230.00
			Subtotal:	\$230.00

Microsoft 365 Migration, Licenses and Backup

Quote Summary

Description	Amount
HPN Service Bundle	\$14,600.00
M365 License - Annual Billed Up Front	\$99,691.86
SMART M365 Backup Implementation	\$230.00
Total:	\$114,521.86

Annual Recurring Summary

Description	Amount
M365 License - Annual Billed Up Front	\$99,691.86
SMART M365 Backup - Billed Annually	\$16,170.00
Annual Total:	\$115,861.86

Acceptance of the quote online is considered acceptance of an offer and, together with the terms of the Master Services Agreement provided below, and any applicable Statement of Work, which are hereby incorporated by reference, forms a legally binding contract. The customer is solely responsible for verifying the accuracy of all quotes and designs.
 Return Policy: Product must be returned within 30 days of shipment date and will be subject to a restocking and freight fee. Product cannot be returned if opened (needs to be sealed in original packaging), written on and/or damaged; NO exceptions. HPN reserves the right to no return/refund.
 All quotes are subject to shipping costs that may not be listed on the quote. Prices quoted are valid for 30 days from quotation date. Orders will be invoiced when shipped. Orders may be partially invoiced as items ship and thus there may be multiple invoices per order. Projects will be invoiced in the same method. Professional services may be progress billed over the term of the project. All licensing and subscription orders will be invoiced immediately upon customer approval. Payment for all orders are due in 30 days from invoice date. Finance charges will be charged at the rate of 1.5% per month if not paid by the due date. If payment is not received within 60 days of the invoice date, we reserve the right to suspend or terminate your service without further notice. Credit card usage as a form of payment may be accepted on a pre-approval basis and may be subject to a convenience fee. Please consult your Account Representative prior to placing an order for timely, updated pricing. This offer to sell the listed products is subject to product availability and prices are subject to change without notice due to manufacturer price changes or any error or omission.

Signature

Date

STATEMENT OF WORK

SMART M365 Backup

This Statement of Work (SOW) is issued pursuant to the Master Agreement between City of Great Falls and High Point Networks, LLC (HPN). The SOW between HPN and City of Great Falls that incorporates these terms and conditions. The SOW is effective as of the start date that is defined in the terms and conditions of this agreement. This Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any quotes, order forms or other ordering documents that reference this Agreement.

Summary:

Protection of M365 Services through cloud-cloud API backups. Includes unlimited cloud storage for Exchange Online, SharePoint, Teams files.

SMART Service Deliverables:

- Daily monitoring and remediation of backup errors
- Backup consistency reports
- Restoration of files or folders to original location or customer specified user

Backup Only:

- 45-day immutable backup storage
- Backup of M365 Data Including
 - M365 Exchange Mailboxes
 - 12x/Day Backups
 - Teams/SharePoint Site Data
 - 3x/Day Backup
 - OneDrive
 - 1x/Day Backup
- Recovery discovery across all backed up data
- Unlimited Storage
- Restore data to original or other user
- Archived M365 Accounts up to 20% of total Dropsuite license consumption
- Public Folder Backup - Incurs Azure Tenant Costs
- Private Chat Backup - Incurs Azure Tenant Costs

Archiving Add-On:

- Real time capture of all email sent/received
- Legal discovery searches and holds (eDiscovery)
- Discovery exports to PST

Client Responsibilities:

- Must provide Microsoft tenant access through credentials or one time login (API key creation)
- Define Data Retention policy (HPN recommends 3 years)
- Provide guidance as needed during recovery
 - Estimated Original location
 - Destination user/format
- Provide distribution list or email address for report receipt
- Maintenance of archived/deleted M365 user accounts (Backup)

Microsoft 365 Migration, Licenses and Backup

Exclusions:

- End user support
- M365 platform configuration or maintenance
- SharePoint configuration database backup
 - We recommend that the database is exported to a location within SharePoint that is protected by backup
- OneNote Notebooks must be contained within OneDrive or SharePoint to be backed up
- Rebuilding M365 environment

Terms and Conditions:

- 36-month agreement begins on the first of the month following onboarding kick-off, or no later than two (2) months from signing of quote
- Customer to specify single point of contact for support requests.
- This statement of work does not replace the High Point Networks Master Services Agreement
- Intent to cancel requires written 30-day notice, early termination fees may apply.
- Quantity (count/unit) use exceeding original quotation subject to periodic true up and high-water mark at current rates.
- Accounts with three (3) months of non-payment will result in offboarding of services and early cancellation fees.
- Early cancellation fee is 80% of remaining contract.
- Any issues created or caused by client changes to items covered in this contract are billable.
- If defined SLA's are not met and average less than 90% for any three (3) consecutive months, customer can discuss early termination of agreement with a 90-day written notice to High Point Networks, early termination fees or vendor term commitments may apply.
- Support requests to be submitted via HPN web portal, submitting a ticket by email or phone to the helpdesk as outlined in the SLAs below.
- If it becomes necessary to alter the scope of work for onboarding services, High Point Networks will initiate contact with the company's point of contact to work out the details associated with impacts to schedules, deliverables, and/or financial commitments. No changes to the scope of work will occur without prior written authorization.
- Equipment rented or provided by High Point Networks is required to be returned at the conclusion or cancellation of contract.
- High Point Networks is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of customer's requirements.
- It is critical that you employ multiple layers of security coupled with security training. Because no single solution can address all security concerns, High Point Networks makes no guarantees written or implied this solution by itself will protect your organization from a security incident.
- If payment is not received within 45 days of the invoice date, we reserve the right to suspend or terminate your service without further notice.
- As provided in the Master Agreement, High Point Networks reserves the right to modify upstream vendors used to provide its services under this statement of work to ensure optimal service delivery for all High Point Networks customers, provided that any changes do not materially decrease the features and functionality of any solutions provided by High Point Networks. To the extent any such change in upstream vendor results in material changes to the schedules, deliverables, and/or financial commitments under this SOW, High Point Networks will notify company of the impact and any associated fees for such changes to the services described herein or additional services required to give effect to the change.

Service Level Agreement Response Times and Scale (SLA)

Service Priorities:

- PRIORITY 1 - Emergency or immediate response.
- PRIORITY 2 - Quick response.
- PRIORITY 3 - Normal response.
- PRIORITY 4 - Next scheduled visit.

Microsoft 365 Migration, Licenses and Backup

Level of Severity:

- LOW - One user or a small group of users is affected.
- MEDIUM - Departments or large group of users are affected.
- HIGH - Entire company is affected.

Business Impact:

- LOW – Business processes can continue.
- MEDIUM – Business is degraded, but there is a reasonable workaround.
- HIGH – Critical, major business processes are stopped.
 - Priority 1 SLA notifications start after monitoring tools identify issue. +1hr outside of business hours.

Service Escalation Path: 1. Help Desk Dispatch 2. Technical Account Manager (when applicable) 3. Account Manager

	High Severity	Medium Severity	Low Severity
High Impact	PRIORITY 1	PRIORITY 2	PRIORITY 2
Medium Impact	PRIORITY 2	PRIORITY 3	PRIORITY 3
Low Impact	PRIORITY 3	PRIORITY 3	PRIORITY 4

Standard SLA (9 Hours/Day)

	Triage	Resolved
PRIORITY 1 Emergency	15 min	Best Effort
PRIORITY 2 Quick	15 min	Best Effort
PRIORITY 3 Normal	15 min	Best Effort
PRIORITY 4 Next Visit	15 min	Best Effort

SMART Contacts:

- Call | (701) 293-8300
- Email | helpdesk@highpointnetworks.com
- Log In | Ticket Portal: myhpn.highpointnetworks.com
- SMART Team staffed 7a-6p CST | **Priority 1 On Call Response Staffed 24x7x365.**
- High Point Networks standard SLAs apply to HPN standard office hours. Office hours available at:

highpointnetworks.com

SOW Changes:

If becomes necessary to alter the statement of work, High Point Networks will initiate contact with the company's point of contact to work out the details associated with impacts to schedules, deliverables, and/or financial commitments. No changes to the statement of work will occur without prior written authorization.

Signature and Date:

The parties hereby agree to the terms and conditions set forth in this Document and such is demonstrated by their signatures noted on each page.



MASTER SERVICES AGREEMENT

This is a Master Services Agreement between High Point Networks, LLC (HPN) and the client identified in a Quote (“Client”) that incorporates these terms and conditions. This Master Services Agreement is effective as of the date the relevant Quote is accepted by the Client (“Effective Date”). This Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any quotes, order forms, statement(s) of work (“Statement of Work” or “SOW”), or other ordering documents that reference this Agreement.

RECITALS

[E.g., HPN is a provider of data and voice networking solutions in the technology business, offering hardware sales; reselling third-party systems security software and as-a-service offerings, unified communications solutions; infrastructure and systems consulting, analysis, and design; disaster recovery services and consulting; and managed services (collectively “Solutions”)]

CLIENT requests certain Solutions from HPN; and HPN agrees to provide CLIENT and CLIENT agrees to pay HPN for the Solutions as may be more fully described in a Quote or statement of work, subject to the terms and conditions contained in this Master Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Master Services Agreement, HPN and CLIENT agree as follows:

OPERATIVE PROVISIONS

1. Structure of Agreement. A Statement of Work for each project or engagement to be undertaken by HPN for CLIENT will specifically outline the products and services to be provided by HPN and the compensation to be paid by CLIENT. Each mutually agreed upon Statement of Work is hereby incorporated into this Master Services Agreement by reference. The Statement of Work must be in writing and dated and signed by both parties prior to commencement of any services outlined in the Statement of Work. Subsequent changes to any Statement of Work must be in writing and dated and signed by both parties. To the extent there is any inconsistency between this Master Services Agreement and the Statement of Work, the Statement of Work shall control. The term of this Agreement shall begin on the Effective Date and continue until all order forms, quotes, or SOWs expire.



The term of any Solutions provided by HPN to Client shall be as defined by the applicable Quote or Statement of Work. In addition to any other express termination right set forth elsewhere in this Agreement or an applicable SOW, either party may terminate this Agreement or an applicable SOW upon written notice to the other party, if the other party materially breaches this Agreement or the material obligations under an SOW, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

2. **Scope of Solutions.** Solutions may consist of non-HPN branded products and services (including equipment, and any operating system software included therewith) and non-HPN- licensed software products (“Third-Party Products”), or professional services (“Services”) that may be limited duration professional or consulting services or ongoing support or managed services. Any service levels or support hours applicable to Services shall be further described in an SOW. HPN, in exchange for the compensation paid by CLIENT under this Master Services Agreement, agrees to provide the Solutions in accordance with the Statement of Work.

3. **Compensation.** CLIENT will pay for the Solutions provided by HPN in accordance with the applicable Statement of Work.

4. **Payment Terms.** CLIENT will make payment to HPN within 30 calendar days after receipt of an invoice from HPN. In addition to any other remedies available to HPN, HPN may suspend services under an applicable SOW if any undisputed payment is not made within 60 days.

5. **Site Preparation.** CLIENT will provide HPN appropriate access to the network, facilities, and personnel of the organization; an appropriate workspace to use while working with CLIENT; cooperative access to knowledgeable staff; and access to the appropriate decision-making authority for determining evaluation criteria for the services. For the purposes of this Master Services Agreement, “appropriate” means in conformance with HPN’s specifications. HPN shall observe all reasonable access, health, safety and security requirements of CLIENT of which HPN is informed in writing in advance.

6. **Delivery of Services.** HPN will deliver Services under the mutually agreed terms in accordance with this Master Services Agreement no later than the stated complete date for one-time engagements or as otherwise agreed in writing by both parties. Complete dates indicated by HPN in any Quote or SOW are estimates only unless otherwise agreed in writing. HPN will not be liable for any delays in delivery of the Services caused by factors outside HPN’s reasonable control. Client, depending on the scope of the



deployment, may be required to implement software and services to enable features of the Solutions. Client acknowledges that any changes Client makes to its infrastructure or the configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that HPN will have no responsibility for the impact of any such Client changes.

7. Confidentiality and Security.

7.1. “Confidential Information” means any non-public information that the disclosing party considers confidential, business sensitive, or proprietary, including information consisting of or relating to the disclosing party’s technology, network diagrams, information security, business operations, plans, strategies, customers, pricing, know-how, list of customers, intellectual property, and trade secrets in any form, and any other information a reasonable person should understand to be confidential, which is disclosed by or on behalf of such party to the other. Confidential Information excludes information that (a) is publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party through no action or inaction of the receiving party; (b) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party’s files and records provided that receiving party provides such notice to the disclosing party upon disclosure of information; (c) is obtained by the receiving party from a third party without a breach of the third party’s obligations of confidentiality; (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; or is subject to public access under applicable law. For purposes of clarity, HPN hereby acknowledges that all CLIENT Data is Confidential Information of CLIENT. “CLIENT Data” means any CLIENT data or information that HPN processes or has access to pursuant to its provision of the Services.

7.2. Each party hereby agrees that any Confidential Information received by it will be used solely for purposes relating to the performance of its obligations under this Agreement, and that the receiving party will keep such information confidential with a degree of no less than reasonable care; provided, however, that any such information may be disclosed to the receiving party’s directors, officers, employees, representatives or advisors who need to know such information for purposes relating to the performance of its obligations under this Agreement and who are under a duty of confidentiality; and provided, however, that the receiving party may disclose such Confidential Information if required by law, pursuant to a subpoena or order issued by a court of competent jurisdiction or by a government or administrative body or pursuant to a requirement of any



applicable regulatory authority; provided, further, that the receiving party shall provide prior written notice, to the extent legally permitted, to the disclosing party of the existence, terms and circumstances surrounding such a request so that the disclosing party may seek a protective order or other appropriate remedy, at its sole cost and expense.

7.3. HPN recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided by HPN to the CLIENT or its employees may be subject to public inspection under Montana or other applicable law and may be subject to records retention laws. If a request for HPN's information is made, CLIENT will notify HPN of such request. If HPN* intends to claim that any such requested documentation is "Confidential Information" or confidential, proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

7.4. Upon expiration or termination of this Agreement, each party shall cease all use of any Confidential Information of the other party, provided that each Party may retain the disclosing party's Confidential Information to the extent and for so long as required by applicable law, or as captured in its routine backups, archives, and disaster recovery systems until such Confidential Information is deleted in the ordinary course. Any copies of retained Confidential Information will remain subject to all confidentiality, security, and other applicable requirements of this Agreement.

7.5. HPN will maintain and enforce reasonably appropriate administrative and technical security procedures with respect to its access to CLIENT Confidential Information that are (i) designed to safeguard against unauthorized disclosure of or access to such CLIENT Confidential Information, and (ii) consistent with standards applicable to HPN's industry. In the event HPN experiences or becomes aware of a security incident that results in the unauthorized access or disclosure of CLIENT's Confidential Information (each, an "Incident"), HPN will promptly report to CLIENT the Incident and use diligent efforts to remedy such the incident in a timely manner.

7.6. CLIENT acknowledges and agrees that the Solutions do not include the hosting of sensitive personal information on HPN's infrastructure. Notwithstanding the foregoing, to the extent that HPN may have access to personal information within CLIENT's systems, CLIENT represents and warrants that it owns or otherwise has and will have the necessary rights and consents in and relating to the CLIENT Data so that, as received by HPN and processed in accordance with this Agreement, CLIENT Data does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party.



8. Equipment. If a Quote or SOW specifies that Client will receive equipment, unless HPN explicitly agrees otherwise in an SOW, Client is responsible for installing the equipment at the location(s) specified by HPN and for the implementation of appropriate data protection practices related to the protection of any information included on such equipment while the equipment is located within Client's environment. The equipment is a part of the Solutions and for use by Client during the term of the applicable SOW, unless otherwise agreed by HPN in writing. If Client attempts to install or use the equipment at a location other than the location determined by Client and communicated to HPN, the Solutions may fail to function or may function improperly. In the event Client installs, uses, or relocates the equipment, Client will promptly notify HPN so that equipment deployment information can be updated within Client's account. Other than normal wear and tear, Client is directly responsible for the reasonable replacement cost of the equipment associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the equipment. Client is responsible for all reasonable costs and expenses associated with shipping the equipment to its designated locations and for the return of the equipment to HPN. Such additional costs and expenses may be reflected on an HPN invoice.

9. Force Majeure. HPN shall not be held responsible for delay or default caused by fire, riot, acts of God, or war if the event is beyond HPN's reasonable control and HPN gives notice to CLIENT immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

10. Notice. All notices or other communications required under this Master Services Agreement shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

City of Great Falls
c/o IT Director
PO Box 5021
Great Falls, MT 59403

High Point Networks, LLC
Tom McDougall, President
728 Beaton DR STE 200
West Fargo, ND 58078



11. Indemnification and Limitation of Liability

11.1. To the fullest extent permitted by law and subject to the limitations set forth in Mont. Code Ann. §2-9-108, the City shall indemnify, defend, and hold harmless HPN from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by HPN resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from the City's gross negligence or more culpable conduct that result in a breach of Section 7 above (Confidentiality & Security). The City may not settle any Third-Party Claim against HPN. HPN consents to such settlement (such consent not to be unreasonably withheld), and further provided that HPN will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. Notwithstanding the foregoing, the City shall have no liability to the extent any Losses arise out of the acts or omissions (including negligence) of HPN.

11.2. To the fullest extent permitted by law, HPN shall fully indemnify, defend, and save the City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to HPN's negligence and/or errors or omissions in the performance of this Master Services Agreement and HPN's work or Services contemplated herein or in any Scope of Work. The indemnification obligations in this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. HPN also waives any and all claims and recourse against the City or its officers, agents, or employees including the right of contribution for loss or damages to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement or any Scope of Services except responsibility for the City's own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligence, according to § 28-2-702. MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

12. Insurance Coverage. HPN will during the term of this Agreement, reasonable and appropriate insurance coverage relevant to the services provided, including professional liability insurance with coverage for cybersecurity events with limits not less than \$1,000,000 per occurrence.



13. Limited Warranties.

13.1. HPN represents and warrants to Client that during the applicable term of services and provided that Client is not in breach of this Agreement that: (i) any professional services will be performed in a professional and workmanlike manner; (ii) the Solutions will materially perform as described in the relevant documentation provided by HPN; (iii) HPN will comply with all laws applicable to the provision of HPN's services to its client generally (i.e., without regard for Client's particular use of the Solutions). In the event of any breach of this limited warranty, HPN shall, as its sole liability and Client's sole remedy, repair or replace the Solutions that are subject to the warranty claim at no additional cost to Client, or, if HPN is unable to repair or replace, then HPN will refund a pro-rata portion of any pre-paid fees for the Solutions that are subject to the warranty claim.

13.2 Third Party Products may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, HPN will pass through to Client or directly manage for the benefit of Client's use of the Third Party Products as part of the Solutions, the manufacturer warranties related to such Third Party Products.

13.3. DISCLAIMERS. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CLIENT ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND THAT HPN DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. HPN SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CLIENT MAY DEPLOY AND USE THE SOLUTIONS.

13.4. Client represents and warrants to HPN that it shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of the Solutions; (ii) notify HPN promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iii) comply with all laws applicable to Client's use of the Solutions, including those of any governmental (including any regulatory or quasi-regulatory) agency, trade control laws, and regulations and the U.S. Foreign Corrupt Practices Act; and (iv) implement safeguards within Client's environment to protect the Solutions, including specifically, the equipment, from the introduction,



whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions.

14. Period of Limitation. No claim, regardless of form, arising out of the services provided under this Master Services Agreement, may be brought by either party more than two years after the claim arose or could reasonably have been discovered, except that a claim for nonpayment may be brought within two years of the date of last payment.

15. Dispute Resolution. Disputes under this Master Services Agreement will be subject to a multi-part resolution process. First, any disputes between HPN and CLIENT will be subject to a 30-day period during which the parties will engage in good faith negotiations and discussions to resolve the dispute. Second, the parties will engage in mediation, in Great Falls, Montana, before an independent party in an effort to resolve the dispute. Third, the parties will engage in binding arbitration in Montana pursuant to the applicable commercial rules of the American Arbitration Association. The fees of the arbitrator(s) and other costs, including attorney fees, incurred by the parties in connection with such arbitration shall be paid by the parties based on the decision of the arbitrator(s). An agreed-upon settlement will not be deemed a lack of success for either party. The decision of the arbitrator(s) shall be final and binding upon both parties. Judgment of any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event of submission of any dispute to arbitration, each party shall, not later than 30 days prior to the date set for hearing, provide to the other party and to the arbitrator(s) a copy of all exhibits upon which the party intends to rely at the hearing and a list of all persons each party intends to call at the hearing, unless the parties mutually agree to another timetable.

16. Assignment. Neither party may assign or transfer its rights or obligations under this Master Services Agreement without the prior written consent of the other party. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

17. Successors and Assigns. This Master Services Agreement shall be binding upon the parties and their respective heirs, personal representatives, successors, and permitted assigns.



18. Entire Agreement. This Master Services Agreement, together with HPN's Quotes, any SOW, or other documents or terms referenced therein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Master Services Agreement. Any waiver, modification, or amendment of any terms of this Master Services Agreement will be effective only if in writing and signed by both parties.

19. Interpretation. In the event an ambiguity or question of intent or interpretation arises, the Master Services Agreement shall be construed against HPN by virtue of the authorship of the provisions of this Master Services Agreement. As a result, HPN shall have the burden of proof.

20. Headings. The headings in this Master Services Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Master Services Agreement.

21. Governing Law. This Master Services Agreement is governed and construed in accordance with the laws of the State of Montana, without regard to its choice of law provisions.

22. Severability. If any term of this Master Services Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Master Services Agreement did not contain that term.

23. Conflicting Terms. HPN does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Client presents, including, but not limited to, any terms or conditions contained in Client's purchase order, or other such document.

24. Updates. This Agreement and any documentation regarding the Solutions shall not be modified except by written agreement signed by both parties hereto.

25. Counterparts. This Master Services Agreement may be executed in counterparts, each of which shall be deemed to be one and the same instrument.

[The remainder of this page is intentionally left blank. Signature page to follow.]



SIGNATURES

HIGH POINT NETWORKS, LLC

By: _____

Title: _____

Date: _____

CITY OF GREAT FALLS, a Montana municipal corporation

By: _____
Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk (Seal of the City)

*** APPROVED AS TO FORM:**

By _____
David D. Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



Migration to Exchange Online

Date: 01/18/2025

Prepared For: Todd Feist

Prepared By: Matt Hersey, Austin Habich, Curtis Jacobson

SOW# 139517 - Revision #1

1111 S. Silverstone Way, Suite 200 | Meridian, ID 83642

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ENGAGEMENT SUMMARY

This Statement of Work ("SOW") is made as of 01/18/2025 (the "Effective Date") by and between City of Great Falls ("Customer") and CompuNet, Inc. This SOW is made a part of and is subject to the Terms and Conditions (Appendix A). Collectively, this SOW, and Appendix A are referred to as the "Agreement." CompuNet, Inc. will provide services to Customer under this Agreement as further described below.

Overview Of Services

Executive Summary

Customer has engaged CompuNet to migrate Exchange messaging services from Exchange Server to Exchange Online. Additionally, CompuNet will synchronize Active Directory identities to Azure Active Directory in order to achieve a hybrid identity and messaging environment.

Cloud Services offer new ways to reduce the overhead and cost of administrative maintenance. Modern workplace technologies help reshape the way that we communicate within our organizations and among our partners and Customers. Adapting to the rapid transformation in the way data is stored, moved, and accessed can be difficult for organizations trying to meet the needs of their evolving workforce and stay ahead of their competition.

Microsoft Office 365 is at the forefront of this transformation. It delivers the power of cloud productivity to your organization while providing enterprise-class security tools and policies. The integration of applications with cloud hosted intelligence allows organizations to uncover useful information and statistics to help drive key decision making with more accurate and relevant data than ever before. Migrating on-premises resources to the cloud allows your administrators to spend their time more strategically by removing the day-to-day maintenance of on-premises infrastructure and allowing them to provide higher quality outcomes to their end-users. The ability to leverage in stream updates of applications and services based on real-time threat analytics helps ensure that end-users are protected with the most up to date threat data collected from across the globe thereby ensuring your organization is protecting sensitive information.

Microsoft Exchange Online is a hosted messaging solution that delivers the capabilities of Microsoft Exchange Server as a cloud-based service. It gives users access to email, calendar, contacts, and tasks from PCs, the web, and mobile devices. It integrates fully with Active Directory, enabling administrators to use group policies, as well as other administration tools, to manage Exchange Online features across their environment.

There are many options to consider when building a roadmap to cloud adoption and determining the right path for your organization can be a challenge. CompuNet is honored and excited for the opportunity to assist Customer in determining the migration path that best meets your business goals. Our team is comprised of professionals who have been living and breathing this technology and the integration strategies from the earliest deployments of Microsoft 365 services. We strive to maintain the highest levels of education, certification, and partnership with Microsoft in the technologies that we specialize in. This allows us to provide you with an unparalleled capacity for accurate and effective outcomes.

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CompuNet has worked diligently to prove our value and commitment to your organization in our previous engagements with you. We will continue to strive to bring you value, integrity, and shared commitment to your goals.

Project Overview

Current State Evaluation

The following 'Current State evaluation' is intended to identify the specifics that were determined prior to the scoping of this project. The design of this project proposal was based on the determinations of this evaluation.

Active Directory Identity

Customer is currently using a single Active Directory (AD) Forest and Domain. The current domain and forest functional level is 2016. Customer has indicated that there are not currently any AD Site replication issues that are known.

Exchange 2016

Customer currently has all mailboxes in 5 mailbox databases on Exchange 2016. There are an estimated 550 mailboxes in total, 300 of those are user mailbox.

Spam Filtering and Archive

Customer is utilizing Barracuda for spam filtering and archive.

Spam Filtering and Archive

Multi-function printers authenticate anonymously to Exchange 2016 for scan to email functionality.

Licensing

Licensing for software for this engagement is outside of the scope of this document.

Microsoft (Office) 365

Customer does not have a Microsoft 365 tenant.

Desired Future State

Cloud Identity

User identities are now synchronized from Active Directory to Azure Active Directory. Active Directory is the source of truth for identity services.

Messaging Services and Data

Email routes through Exchange Online. All mailbox data migrated to Exchange Online.

Exchange Security

Exchange Online will be protected by Barracuda Email Security Gateway.

Email Retention and Archive

Exchange Retention Policies implemented to meet the Customer's retention requirements. In-place Archives setup for necessary mailboxes.

Scan to Email

All multi-function printers authenticate to Exchange Online through a secure connector.

Location

All work will be completed remotely.

Engagement Timeline

Project duration is expected to take up to 12 weeks. Project start date will be agreed upon in advance by both Customer and CompuNet. Work schedule will be driven by the schedules and availability of critical personnel.

SERVICE & DELIVERABLES

Phase 1: Microsoft 365 Tenant Setup + Baseline Security

Expected Activities

- CompuNet will work with the Customer to setup a new Microsoft 365 tenant.
- CompuNet will setup admin users and update initial tenant settings
- CompuNet will add the Customer's domains to the new tenant
- CompuNet will get initial licenses added to the tenant
- CompuNet will work with the Customer to review Conditional Access policies
- CompuNet will configure Conditional Access policies for administrator and standard user Multi Factor Authentication and will provide documentation for user MFA enrollment
- CompuNet will configure Conditional Access policies to block legacy authentication and to implement a geo-fence
- CompuNet will guide a Teams admin console review with the Customer
- CompuNet will guide a SharePoint Online initial configuration for sharing and permissions

Expected Deliverables

- New Microsoft 365 tenant setup with domains, licensing and administrative settings

Phase 2: Hybrid Health Check

Expected Activities

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- CompuNet will perform a technical evaluation of the Active Directory environment to evaluate hybrid identity readiness
- CompuNet will review the results with Customer. Any prerequisites within the Active Directory environment that are required to continue the progress of this engagement are the responsibility of Customer to remediate prior to the next phase of the engagement. If Customer would like additional professional services to assist with the remediation of these tasks, please contact the project team

Expected Deliverables

- Active Directory and Exchange Required Remediation Report
- Through our Discovery Process CompuNet will evaluate known prerequisites required to accomplish the goals of this engagement. This deliverable will provide an overview of remediation, both required, and recommended. Please note that not all remediation tasks are included within the scope of this engagement. This report is typically reviewed with the Customer team during the Planning Sessions

Phase 3: Identity and Exchange Planning**Expected Activities**

- CompuNet will lead planning session(s) where we will take the information that we learned during discovery and create the Execution Plan (Deliverable). The Execution Plan typically includes the following categories of information:
 - Deployment/Update Identity infrastructure
 - Deployment/Verification/Update of the Exchange infrastructure
 - Develop Multi-Factor Authentication roll out plan
 - Migration Plan (Test user, Pilot, Production)

Expected Deliverables

- Topology Diagram
 - Current State
 - Desired Migration State (Hybrid Exchange and synced identities)
- Project Execution Plan
 - The Project Execution Plan contains the intended configuration, migration and cutover decisions made during the Planning Sessions

Phase 4: Configuration and Staging**Expected Activities**

- Hybrid Identity
 - Customer is responsible for providing a server meeting the minimum requirements for Azure AD Connect Application
 - CompuNet will configure and deploy Azure AD Connect and Hybrid Identity
 - CompuNet will make changes to User Principal Names as needed based on findings

- Enable Multi-Factor Authentication for all identities in Azure AD
- Exchange
 - CompuNet will configure Exchange Online Policies as informed by the Planning Phase
 - CompuNet will configure and deploy the Exchange Hybrid Configuration as informed by the Planning Phase
 - CompuNet will validate Exchange Hybrid functionality
 - CompuNet will create an inbound connector for MFPs to send mail through Exchange Online
 - CompuNet will validate MFP scan to email functionality
- Mail Flow
 - CompuNet and Customer will work together to change the mail flow so that it ingresses to Exchange Online
- Public Folders
 - CompuNet and Customer will review Public Folders to determine migration path to Exchange Online as a Shared Mailbox, M365 Group or EXO Public Folder.
 - Migration of Public Folder data is not included in this statement of work.

Expected Deliverables

- Hybrid Identity is deployed and validated
- Exchange Online configured
- Hybrid Exchange is deployed and validated
- Mail Flow routes to Exchange Online

Phase 5: Mailbox Migration

Expected Activities

- Customer and CompuNet will work together to migrate pilot users to Exchange Online, including testing and troubleshooting loss of functionality, should it occur.
- CompuNet will migrate all remaining production user and non-user mailboxes from the Exchange 2016 environment to Exchange Online.
- CompuNet will migrate room accounts and shared mailboxes.
- CompuNet will review delegate access and determine migration batches.
- Customer is responsible for configuration of Office 365 software suite on endpoints.

Expected Deliverables

- Pilot users mailboxes migrated to Exchange Online.
- All user and non-user mailboxes migrated to Exchange Online.

Phase 6: Knowledge Transfer and Project Closure

Expected Activities

- CompuNet will lead the Customer team in a Microsoft 365 focused Knowledge Transfer session (up to 2 hours)

- CompuNet will lead the Customer team in a Project Closure review to ensure all deliverables have been met to the highest level of possible completion

Expected Deliverables

- CompuNet will provide any documentation created during the engagement

Customer Prerequisites**Accounts and Tools**

Provide two (2) user accounts for testing throughout the duration of the project.

Accounts should reflect a typical end user account

- Cntest1@domain.com
- Cntest2@domain.com

Provide Global Administrator permissions in the Office 365 tenant.

Additional Technical Information

Remote access to the Customer network and infrastructure will be through a shared session with a CompuNet engineer and a Customer representative.

Additional Assumptions & Exclusions

Compunet makes the following project assumptions:

1. Unless previously agreed upon all activities during this engagement will take place during normal business hours: Monday through Friday, 8:00AM to 5:00PM.
2. Customer will designate a main point of contact to participate in all activities related to the project. This person will serve as the project focal point for Customer team, Customer technical staff, and the CompuNet Project Manager. The designated point of contact will aid in coordinating meetings with Customer staff.
3. CompuNet will provide guidance on Public Folder migration, migration of Public Folder data will be handled by the Customer team.
4. Customer will provide CompuNet project staff with access to all of pertinent Customer information, documentation and technology necessary for CompuNet to perform the services.
5. Any integration with or impact caused by Customer initiatives running in parallel to this project are out of scope of this project. Change order requests will be required in effort to integrate or evaluate the impacts of such initiatives. Change orders may result in additional cost to Customer.
6. Data migration to SharePoint Online is not included in this statement of work.

PROJECT MANAGEMENT

The Project Manager shall provide the following services:

- Project Initiation - The Project Management team will coordinate a kick-off call to commence the project
- Project Planning - The Project Management team will develop project planning documents including timelines, tasks, resource assignments
- Project Management - The Project Management team will manage the project in accordance with the CompuNet Project Methodology and Framework
- Project Closure - The Project Management team will create project acceptance documentation to be signed upon completion of the project

PROFESSIONAL FEES

Pricing for the proposed scope of work is as follows:

Service Fees	Extended Amount
Total Service Fees	\$34,200.00

This is a fixed - fee engagement.

Travel & Expenses

CompuNet, Inc. will not bill Customer for expenses in conjunction with this Statement of Work.

Amendments

This SOW may only be changed by a written amendment executed by an authorized representative of each party. The amendment must expressly refer to the SOW being amended; no amendment is binding or effective until it is completed by an authorized officer of each party as provided herein.

COMPUNET TEAM & RESPONSIBILITIES

The following contractor resources will be dedicated to this project:

**Curtis Jacobson**

Senior Account Executive
(406) 922-5627
cjacobson@compunet.biz

**Matt Hersey**

Solutions Engineer
(509) 558-2434
mhersey@compunet.biz

**Austin Habich**

Senior Project Manager
(406) 540-5449
ahabich@compunet.biz

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CUSTOMER ACCEPTANCE

Pricing is effective if Statement of Work is signed by 02/17/2025.

Customer authorizes CompuNet to deliver consulting services under the terms defined in this Statement of Work. In addition, you hereby represent that the signatory below is duly authorized to execute this Agreement on Customer's behalf. The Effective Date of the Agreement is the date of last signature below.

For: City of Great Falls	For: CompuNet, Inc.
By: _____	By: <i>Thomas McFarlin</i>
Name: _____	Name: Tom McFarlin
Title: _____	Title: Vice President of Operations
Date Signed: _____	Date Signed: 01/18/2025
Notice Address: 2 Park Drive S., Room 8 Great Falls, MT 59401	Notice Address: 1111 S. Silverstone Way, Suite 200 Meridian, ID 83642
Customer PO: _____	Attn: Tom McFarlin

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APPENDIX A: TERMS & CONDITIONS

- CompuNet will require access to facilities and Customer owned network equipment on an "as needed" basis and during regular business hours only. Should access be needed outside of standard business hours, prior arrangements must be made with both a CompuNet associate and the Customer.
- Time and expense work is billed on a monthly basis for the actual hours and expenses incurred.
- CompuNet contract services invoiced as Net 30 unless other arrangements are agreed upon prior to sign off of this contract.
- CompuNet will make prior arrangements with the appropriate Customer IT onsite staff to be available as needed during the installation.
- CompuNet provides appropriate personnel to perform the services specified in the Project Scope section above.
- Customer will designate a single point of contact (Project Manager) for all matters relating to this engagement.
- Customer will provide required access to facilities and network equipment, both physical and remote, as needed for a successful engagement by the CompuNet engineer.
- Customer will provide all existing configurations and pertinent network diagrams prior to installation.
- Services to be performed during normal business hours (8:00 AM to 5:00 PM, local time), Mon - Fri, unless Customer policies require off-hours deployment, in which case such time will be scheduled with CompuNet engineer.
- Custom configuration work and training can be provided outside the scope of this engagement on a time & expense basis.
- Training and shadowing will be provided to assigned Customer IT staff during implementation process.
- Upon project completion, Customer sign off is required to indicate acceptance that the scope of work has been completed.
- Any additions or changes to this Statement of Work must be mutually agreed upon by CompuNet and Customer in a separate CompuNet Statement of Work detailing the proposed changes, the impact of the proposed change on pricing and schedule, and other relevant terms. Depending on the scope of such additions or changes, Customer may be required to agree to CompuNet's then-current standard terms and conditions for professional services. Such changes include, but are not limited to:
 - Any additional hardware configuration not listed in this document.
 - Modification of the Customer's application software.
 - Development of custom solutions including scripting.



Work Order

Provider: 11:11 Systems, Inc.

1235 North Loop West, Suite 800, Houston, TX, 77008, USA
 Phone:
 Email: sales@1111systems.com

Customer: City of Great Falls
Customer #: 130868958
End Customer: City of Great Falls
Date: January 14th, 2025

Work Order #: 00096494-130301
Data Center: PC1 - US East - Ohio
Contract Term: 36 Month(s)
Payment Terms: Net 30
Invoice Frequency: Monthly

SALESPERSON	EMAIL	PHONE	EXT
Matthew McCleary	matthew.mccleary@1111systems.com		x

Professional Services

Item Number	Description	Quantity	Cost per Unit	Monthly Cost
PS-SETUP-FEE	Standard Set up fee for all applicable SKUs	1	USD 0.00000	USD 0.00
TOTAL				USD 0.00

Secure Cloud Backup

Item Number	Description	Quantity	Cost per Unit	Monthly Cost
BCKP-M365-PC-BUN	11:11 Cloud Backup for Microsoft 365 Bundle	1	USD 0.00000	USD 0.00
BCKP-M365-PC1-R-U	11:11 Cloud Backup for Microsoft 365 with Veeam (per licensed user)	550	USD 1.45668	USD 801.17
BCKP-M365-PC1-B-U	11:11 Cloud Backup for Microsoft 365 with Veeam (per exceeding user beyond reservation)	0	USD 1.45668	USD 0.00
TOTAL				USD 801.17

Total Monthly Recurring Charges: USD 801.17

Total Non-Recurring Charges: USD 0.00

Terms & Conditions

This Work Order (this "Order") is entered into on the date set out above by and between the Provider identified above and the Customer as identified below. This Order is subject to the terms, conditions, and agreements set out in the Service Agreement (the "Agreement") located here <https://1111systems.com/legal/1111-global-order-terms-v112024/>. By signing this Order, by consenting to the terms of an Order in writing, or by utilizing the services provided to it by the Provider, the Customer agrees to be bound by the terms of the Agreement and this Order. The Provider shall provide the resources described above in each case to the Customer, and the Customer shall compensate the Provider at the rates set out above, in each case subject to the terms and conditions set out in the Agreement until this Order is terminated in accordance with the Agreement. If the Customer is migrating services from one environment to another environment as part of this work order, billing will begin on the new environment once the Provider confirms the Cloud Resources have been handed off to the Customer. Billing will end on the old environment once the Provider confirms the Cloud Resources have been handed off. The Customer will have a 30-day window to ensure all resources within the old environment remain active, billing for those resources will recommence outside other stipulations highlighted within this work order.

CUSTOMER: **City of Great Falls**
2 Park Dr S.
Great Falls Montana
59401
USA

Customer Reference ID:
(Customer's Internal Tracking) _____

Customer PO#: _____

Promo Code: _____

Name (Print): _____

Title: _____

Signature: _____

Date Signed: _____

11:11 Systems Inc. is the Provider under this Work Order and assumed responsibility for providing the Services under the Agreement with the Customer following its acquisition of iland Internet Solutions Corporation on January 20, 2022.

THANK YOU FOR YOUR BUSINESS!



Commission Meeting Date: February 4, 2025

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement Amendment No. 2: Central Ave / 3rd Street Drainage Improvements Phase 2, OF 1779.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and approve Professional Services Agreement Amendment No. 2

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) the Professional Services Agreement Amendment No. 2 in the amount of \$122,897.00 to Great West Engineering, for the Central Ave / 3rd Street Drainage Improvements Phase 2 project, and authorize the City Manager to execute the agreement documents."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Approve the Professional Services Agreement (PSA) Amendment No. 2.

Summary:

Phase 2 of the Central Ave/3rd St. Drainage Improvements project will increase storm drain capacity and reduce downtown flooding as part of a multi-phase project. The design and bidding phase services for phase 2 were previously approved by the City Commission through the PSA with Great West Engineering. Amendment No. 1 to the PSA was also previously approved by the City Commission to include water and street design services. Amendment No. 2 will add Public Outreach and Construction Administration services. The project is expected to go to bid in March with construction beginning summer 2025.

Background:

The City retained Great West Engineering to perform a basin study for the project area in 2020. The 9th Ave South and Central Ave/4th Street Drainage Basin Study was completed in December 2020. The study identified system deficiencies and made recommendations for improvements to the storm drainage network that will reduce the duration and amount of future flooding.

The study assessed both the 3rd Ave South Basin and the 9th Ave South Basin as shown (Figure 1). The study further delineates the 3rd Ave South Basin into five areas in need of improvements as shown (Figure 16). Area 1 was determined to be the most critical as it has a higher risk of flooding and encompasses a

large portion of the downtown area. Area 1 improvements involve adding storm drain inlets and increasing underground pipe capacity to better convey storm water to the Missouri River. Area 1 is being designed and constructed in four phases (Figure 2).

Phase 1 of the Central Ave / 3rd Street Drainage Improvements was constructed in 2023 with Final Pay approved by the City Commission on August 20, 2024.

Phase 2 is currently being designed by Great West Engineering with five months of construction scheduled to begin summer 2025. Phase 2 includes storm drain improvements along 3rd Street South between 2nd Alley South and Central Avenue; and includes storm drain, water main, and street improvements along 1st Ave South between 3rd Street South and 5th Street South.

Great West Engineering was contracted through the PSA approved in April 2023 to provide design and bidding services for phase 2. Great West Engineering was contracted through PSA Amendment No. 1 to also provide design services for two blocks of water main replacement and two blocks of street reconstruction. City Staff is proposing PSA Amendment No. 2 to contract Great West Engineering to provide Public Outreach and Construction Administration. The addition of PSA Amendment 2 is necessary due to the limited staff of the Engineering Division.

Workload Impacts:

Great West Engineering is finalizing engineering design, bidding, and construction contract documents for the phase 2 project. Approval of Amendment No. 2 will allow Great West Engineering to also provide Public Outreach and Construction Administration. City Engineering Staff will provide construction project inspection and engineering services support.

Purpose:

Add Public Outreach and Construction Administration services to Great West Engineering's previously approved Central Ave/3rd Street Drainage Improvements Phase 2 design contract.

Project Work Scope:

- Public Outreach
 - Up to eight meetings with businesses/stakeholders.
 - Bi-weekly public construction status meetings.
- Construction Administration
 - Conduct preconstruction conference.
 - Weekly on-site construction coordination meetings with Contractor.
 - Review shop drawings/submittals.
 - Intermittent site observation to monitor and document construction progress.
 - Respond to Contractor questions and provide interpretation of contract documents.
 - Review Contractor pay requests.
 - Participate in substantial completion inspection and final inspection. Prepare punch list.
 - Prepare as-builts.

Conclusion:

City Staff recommends approval of the PSA Amendment No. 2 to Great West Engineering in the amount of \$122,897.00. The original contract value approved on April 4, 2023 was for \$113,239.00. Amendment No. 1 for \$24,735.00 was approved on August 6, 2024. Amendment No. 2 brings the total contract value to \$260,871.00.

Fiscal Impact:

Budgeted funds include storm drain, water main, and street improvements totaling \$3,128,874.00. Of this amount, \$2,113,874.00 is budgeted for the storm drain improvements, \$500,000 is budgeted for street improvements, and the remaining \$515,000.000 is budgeted for water main improvements. The storm drain and street improvements will be funded with American Rescue Plan Act funds distributed through the Montana State House Bill 632 Competitive and Minimum Allocation Grant Programs. If additional funding is required for the storm drain improvements portion of the project, Downtown TIF Funds will be utilized. The water improvements will be funded by the Water Utility Enterprise Fund.

Funds allocated for all phases of the Central Ave/3rd Street Drainage Improvements project include \$3,729,200.00 in State ARPA Grant Funds; \$2,500,000.00 in Downtown TIF Funds; and Storm Drain Enterprise Funds, Water Utility Enterprise Funds, and Street Funds as necessary.

Alternatives:

The City Commission could vote to deny the PSA Amendment No. 2 and request Staff look for another Consultant to perform the services. Hiring a Consultant that is not the design engineer could present some challenges, such as translation of design into physical work.

Attachments/Exhibits:

Professional Services Agreement – Amendment No. 2

Project Summary Sheet

Figure 1 – Project Location Map

Figure 16 – Areas 1 through 5

Figure 2 – Phase Exhibit - Area 1

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT is made and entered into by and between the CITY OF GREAT FALLS, a Municipal Corporation, hereinafter referred to as “OWNER,” and GREAT WEST ENGINEERING hereinafter referred to as “CONSULTANT” OR “ENGINEER.”

WITNESSETH:

WHEREAS, the OWNER and CONSULTANT entered into a Professional Services Agreement for the project known as CENTRAL AVE / 3RD STREET DRAINAGE IMPROVEMENTS PHASE 2 (O.F. 1779.1), approved by the Commission April 4, 2023 (the “**Agreement**”);

WHEREAS, Paragraph 12 of the Agreement provides that the Agreement may be amended by written agreement signed by both parties;

WHEREAS, the OWNER and CONSULTANT entered into Amendment No. 1 to the Agreement to modify the Scope of Services included in Exhibit “A” to the Agreement and the Fee Proposal included in Exhibit “C” to the Agreement, which was approved by the Commission on August 6, 2024 (“**Amendment No. 1**”); and

WHEREAS, the OWNER and CONSULTANT desire to further modify and expand the Scope of Services, and include fees for the same, of the Agreement to include construction phasing plans, construction phase services and public outreach.

NOW THEREFORE, the OWNER and CONSULTANT mutually agree as follows:

1. The foregoing recitals are incorporated by reference as though fully set forth herein. All capitalized terms used herein and not defined shall have the same meaning as set forth in the Agreement.

2. The OWNER and CONSULTANT mutually agree to supplement the Scope of Services located in Exhibit ‘A’ of the Agreement and Exhibit “A” of Amendment No. 1 as follows:

See attached **Exhibit A** for the additional Scope of Services.

3. The OWNER and CONSULTANT mutually agree to include fees for the above additional Scope of Services in the amount of a not to exceed cost of **\$122,897**, supplementing Exhibit “C” of the Agreement and Exhibit “B” of Amendment No. 1, bringing the total Agreement amount to \$260,871. The fees for the additional services agreed upon herein are itemized in the attached **Exhibit B**.

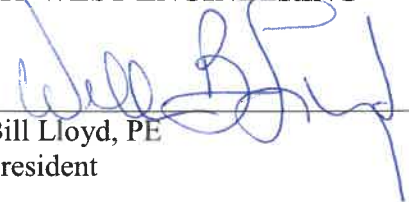
4. Except as modified by this Amendment No 2, and any prior Amendments, the Agreement remains in full force and effect and unmodified and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto executed this Amendment No. 2 to Professional Services Agreement as of the latest date included below.

CITY OF GREAT FALLS

GREAT WEST ENGINEERING

By: _____
Gregory T. Doyon, City Manager

By: 
Bill Lloyd, PE
President

Date: _____

Date: 1-25-2025

Attest:

By: _____
Lisa Kunz, City Clerk

(Seal of the City)

*Approved as to Form:

By: _____
David G Dennis, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

EXHIBIT A – ENGINEERING SCOPE OF SERVICES

CENTRAL AVE / 3RD ST DRAINAGE – PHASE 2 (O.F. 1779.1)

PUBLIC OUTREACH AND CONSTRUCTION ADMINISTRATION SCOPE OF SERVICES AND SCHEDULE

INTRODUCTION

The design and bidding phase services for this project have already been encompassed by separate scopes of service. The scope of work included in this document describes the public outreach and construction administration services for the project. The Phase 2 project includes storm drainage improvements for the following locations:

- 3rd St S (from 2nd Alley S to Central Ave)
- 1st Ave S (from 3rd St S to 5th St S)

The project also includes replacement of the existing water main under 1st Ave South between 5th Street South and 3rd Street South. In addition, the 1st Ave S street and ADA ramps along this same corridor will be reconstructed for the full width of the street.

The additional services to be provided by the CONSULTANT for the public outreach and construction administration services associated with the project will include the tasks outlined below.

1.0 DEVELOP AMENDMENT SCOPE OF WORK AND AMENDMENT EXECUTION

- Prepare and coordinate a written scope of work for the amended services with the CITY.
- Prepare a fee estimate for the amendment services and execute an amendment with the CITY.

2.0 DEVELOPMENT OF CONSTRUCTION PHASING PLANS

- Perform a site review to confirm vehicle access constraints and vehicle circulation patterns for the two parking garages and the bus depot on 1st Ave South.
- Prepare four construction phasing plans for incorporation into the construction plans set. Include notes describing the construction sequencing. The phasing plans will include the following:
 - Storm drain construction on 3rd Ave South
 - Water main construction on 1st Ave South
 - Storm drain construction of 1st Ave South
 - ADA ramps and street reconstruction of 1st Ave South

3.0 PUBLIC OUTREACH

- Schedule and participate in up to eight (8) meetings with businesses and other entities to discuss project construction phasing and sequencing. These meetings will focus on potential vehicle and pedestrian access impacts. Minutes will be prepared for each meeting. Meetings are anticipated to be held with the following:
 - Two parking garages on 1st Ave South (2 separate meetings)
 - Bus Depot on 1st Ave South (1 meeting)
 - US Bank (1 meeting)
 - Høglund's Work and Western Wear (1 meeting)
 - Ferrins Furniture (1 meeting)
 - Data Northwest (1 meeting)
 - Outlaw Graphics (1 meeting)
- Incorporate provisions in the contract documents and plans to incorporate input from businesses and other entities along the project corridor. The intent is to minimize vehicle and pedestrian access to the extent practical.
- Respond to follow-up questions that arise from the businesses and entities along the project corridor. Any correspondence will be documented with minutes or phone call logs.
- Meet with the Business Improvement District (BID) to discuss the project prior to bidding. Meeting minutes will be prepared.
- Provide written letters to businesses, the bus depot and the parking garages to inform them of anticipated construction impacts and an update on the project schedule following the bid opening. Letters to eight (8) entities are anticipated.
- Facilitate bi-weekly public construction status meetings for the duration of construction. Up to twelve (12) public meetings are anticipated. Meeting minutes will be prepared.
- Provide written letters to businesses, the bus depot and the parking garages to provide an update on the status of the project during construction, including the schedule. Letters to eight (8) entities are anticipated.

4.0 CONSTRUCTION PHASE SERVICES

- Conduct a preconstruction conference, including preparation of the agenda and minutes.
- Participate in weekly on-site construction coordination meetings with the Contractor and the CITY inspector. Meeting discussion topics will include upcoming work, any project questions or issues and schedule review. Up to twenty-two (22) meetings are anticipated. Minutes for each meeting will be prepared and submitted to the CITY

- Provide review of shop drawings/submittals for construction materials, including asphalt and concrete mix designs to confirm compliance with the contract documents. Review and approve the Contractor provided traffic control plan.
- Provide intermittent site observation to monitor and document construction progress and to confirm that the construction is in conformance with the plans and specifications and/or in response to specific questions or issues that may arise. Up to sixty (60) hours of site observation and report preparation for a field engineer are included. Site observation duties will include:
 - The CITY inspector will coordinate with CONSULTANT and the CONSULTANT will coordinate with the Contractor on any issues or questions that arise.
 - Confirm conformance with project plans and specifications.
 - Review and discuss specific project related questions or issues that may arise.
 - Prepare site observation reports for submittal to the CITY.
 - Review CITY inspector's daily "Raken" reports and submit reports to the CITY monthly.
 - Inform CITY of any nonconforming work or issues.
 - Provide direction to Contractor regarding work quality.
- Provide interpretation of drawings, specifications, and Contract Documents. Respond to Contractor questions and requests for information (RFI's) related to the project.
- Prepare any necessary work change directives and/or change orders to incorporate modifications to the contract documents for scope changes, cost adjustments and time extensions during construction. CITY approval will be obtained before issuing work change directives and/or change orders.
- Coordinate construction quantities with the CITY inspector and review Contractor pay requests. Provide recommendations to the CITY on processing of pay requests. Up to six (6) pay requests are anticipated.
- Prepare a Commission agenda report and present a project update at one (1) Commission meeting.
- Participate in the Substantial Completion inspection with the CITY and Contractor. Assist with verification that work is in compliance with the project contract documents.
- Prepare and monitor the Punch List to identify any outstanding issues, defects or incomplete work items.

- Participate in a final inspection with the CITY and Contractor to verify that all punch list work has been completed and that the project construction is complete.
- Prepare and provide CITY with as-built drawings. As-built drawing deliverables will include one full size (24" x 36") set of mylars and a pdf copy.

ASSUMPTIONS/EXCLUSIONS

- The engineering services do not include full time inspection/site observation. It is anticipated that the CITY will provide these services.
- Construction staking and quality control testing services are not included. These services will be the responsibility of the Contractor.

EXHIBIT B – FEE ESTIMATE

**EXHIBIT B
FEE PROPOSAL
CENTRAL AVE / 3RD ST DRAINAGE - PHASE 2 (O.F. 1779.1) - PUBLIC OUTREACH AND CONSTRUCTION ADMINISTRATION SERVICES**

		Great West Engineering							
WORK DESCRIPTION		PIC	PROJECT MANAGER	PROJECT ENGINEER	CIVIL ENGINEER 2	CIVIL ENGINEER 1	PROJECT ADMINISTRATOR	CLERICAL	Totals
		\$230.00	\$217.00	\$180.00	\$160.00	\$148.00	\$152.00	\$115.00	
1.0	DEVELOP AMENDMENT SCOPE OF WORK AND AMENDMENT EXECUTION								
1.1	Prepare and Coordinate Written Scope of Work		3						\$651.00
1.2	Prepare Fee Estimate and Execute Amendment	1	2				1		\$816.00
	Subtotal - Develop Amendment Scope of Work and Amendment Execution	1	5	0	0	0	1	0	\$1,467.00
2.0	DEVELOPMENT OF CONSTRUCTION PHASING PLANS								
2.1	Field Review of Business Access Constraints		2						\$434.00
2.2	Develop Phasing Plans for Incorporation into Plan Set (4 Sheets)		16	8	25				\$8,912.00
	Subtotal - Develop Amendment Scope of Work and Amendment Execution	0	18	8	25	0	0	0	\$9,346.00
3.0	PUBLIC OUTREACH								
3.1	Participate in Up to Eight Meetings w/ Businesses / Entities Along Project Corridor and Prepare Minutes		20	4	4			1	\$5,815.00
3.2	Incorporate Provisions in Contract Documents to Minimize Access Conflicts		4		6				\$1,828.00
3.3	Respond to Questions from Businesses / Entities Regarding Construction Impacts		8	2	2		1	1	\$2,683.00
3.4	Meet with BID Prior to Bidding and Prepare Minutes		5		2				\$1,405.00
3.5	Provide Letters to Eight Businesses/Entities Following the Bid Opening		3					2	\$881.00
3.6	Facilitate Bi-Weekly Public Construction Status Meetings and Prepare Minutes (12 Meetings)		5	26	4		1	1	\$6,672.00
3.7	Provide Letters to Eight Businesses/Entities For One Update During Construction		4			2		2	\$1,394.00
	Subtotal - Public Outreach	0	49	32	18	2	2	7	\$20,678.00
4.0	CONSTRUCTION PHASE SERVICES								
4.1	Conduct Pre-Construction Conference, Including Agenda and Minutes		4	4		2			\$1,884.00
4.2	Participate in Weekly Construction Meetings and Prepare Minutes (22 Meetings)		12	50		8	1		\$12,940.00
4.3	Review of Shop Drawings / Submittals		2	14	18		1		\$5,986.00
4.4	Intermittent Site Observation and Reporting (60 Hours for Site Visits and Reporting)		20	50		60	1		\$22,372.00
4.5	Assistance w/ Interpretation of Drawings/Specs. Respond to Questions and Requests for Information (RFI's)		12	40	8	8	1		\$12,420.00
4.6	Prepare Work Change Directives and Change Orders		8	25		8	1		\$7,572.00
4.7	Coordinate Construction Quantities and Review Contractor Pay Requests (6 Pay Requests)		4	18		8			\$5,292.00
4.8	Prepare Commission Agenda and Provide Project Update at Commission Meeting (1 Meeting)		5	2	2			1	\$1,880.00
4.9	Participate in Substantial Completion Inspection		4	4		2			\$1,884.00
4.10	Prepare and Monitor Final Punch List		2	8		8	1		\$3,210.00
4.11	Participate in Final Inspection		2	2		2			\$1,090.00
4.12	Prepare As-Built Drawings		4	8		16			\$4,676.00
	Subtotal - Construction Phase Services	0	79	225	28	122	6	1	\$81,206.00
	Expenses								
	Mylar As-Built Drawings								\$200.00
									\$200.00
	Miscellaneous								
	Miscellaneous Work/Contingency								\$10,000.00
	TOTAL FEE	1	151	265	71	124	9	8	\$122,897.00

**PROJECT SUMMARY SHEET:
CENTRAL AVE / 3RD ST DRAINAGE IMPROVEMENTS Phase 2, O.F. 1779.1
FY 2023/2024 Capital Improvement Plan
Current as of: January 22, 2025**

Description: There has been an increasing number of short duration high intensity rainfall events that have resulted in flooding within the City in recent years. One area that has been problematic from a flooding perspective is the Downtown Business District.

Justification: The increase in flooding frequency triggered multiple complaints from downtown businesses. Business and building owners expressed concerns with damage caused by water flooding the basements and lower levels of their facilities.

Scope: Project will include installing storm drain pipe, installing new manholes, installing new inlets, and surface restoration. The improvements involve selective conveyance pipe upsizing. Additional inlets and/or new inlets with larger grates would also be installed in areas that have been identified as having inadequate capacity. Inlets where they are lacking at several of the alley intersections. Amendment No. 1 was approved to contract with Great West Engineering to design 2 blocks of water main and street along 1st Ave South from 3rd Street to 5th Street. This amendment is due to the poor condition of the water main and street that are adjacent to the location of the new storm main along 1st Ave South. Amendment No. 2 is proposed to hire Great West Engineering to provide Public Outreach and Construction Administration.

Added to CIP: 2nd half FY2022

CIP Timeline: 1 year behind schedule

Cost:

- CIP programmed cost/FY/Utility: \$500,000/FY25&26/Water; \$505,000/FY26/Street; \$2,095,000 (ARPA and TIF funds)/FY2026/Storm
- Current Working Estimate: \$3.1M
- Awarded Cost: \$113,239.00 (PSA) , \$24,735.00 (Amend No. 1), \$122,897.00 (Amend No. 2) – Eng
- Awarded Cost: TBD – Construction
- Final Cost: TBD

Funding Source(s):

Storm and Street Improvements - ARPA Competitive, ARPA MAG

Storm Improvements – TIF Funds (after ARPA is used)

Water Improvements – Water Utility Enterprise Fund

- Note: Funding Match Requirements: 50% ARPA Competitive requirements

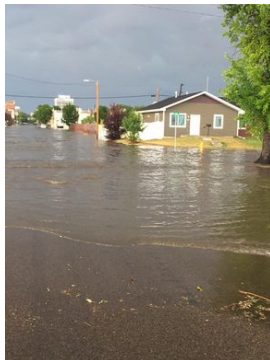
Planned Execution Method: Design-Bid-Build

Planned Construction CY: Summer 2025

Current Project Stage (Estimated Completion Date): Design 2024, Construction Summer 2025

- Design Method: Consultant
- Contractor: TBD

Map & Site Pictures:



PROJECT SUMMARY SHEET:
CENTRAL AVE / 3RD ST DRAINAGE IMPROVEMENTS Phase 2, O.F. 1779.1
FY 2023/2024 Capital Improvement Plan
Current as of: January 16, 2025

Note: Storm main is proposed to move from 2nd Alley South to 1st Ave South.



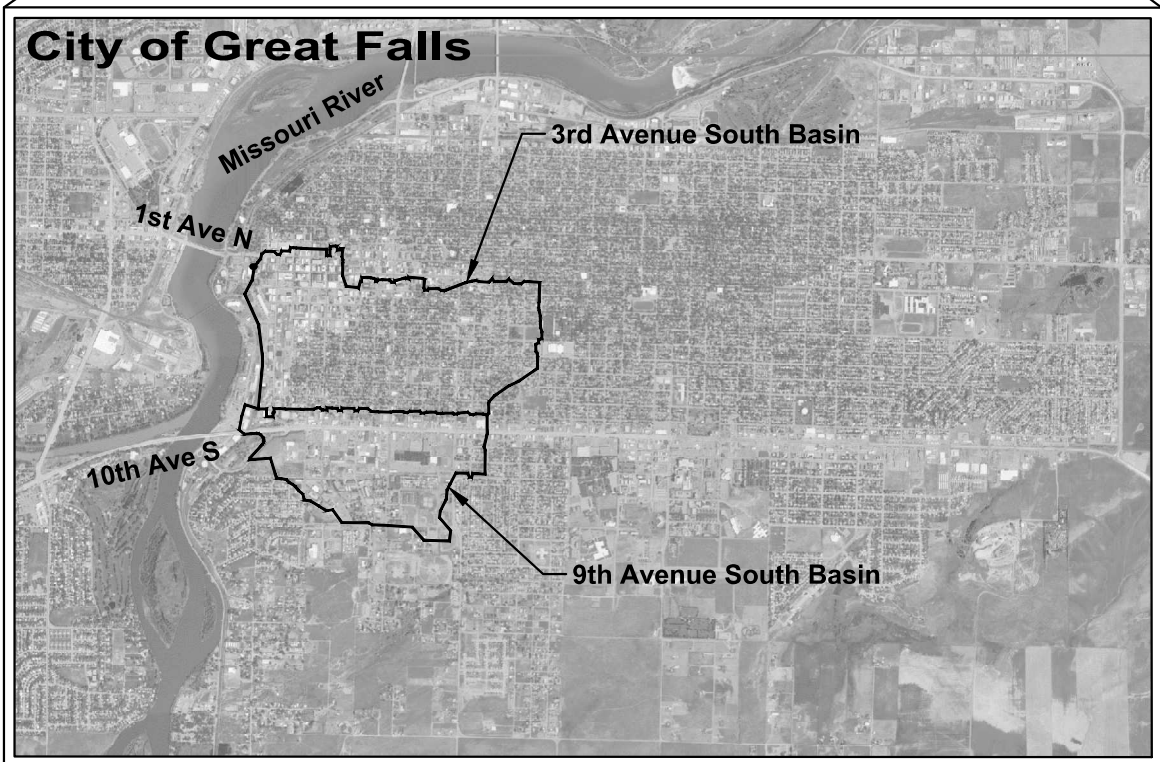
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**CENTRAL AVE / 3RD STREET
DRAINAGE IMPROVEMENTS PHASE 2**

**VICINITY
MAP**

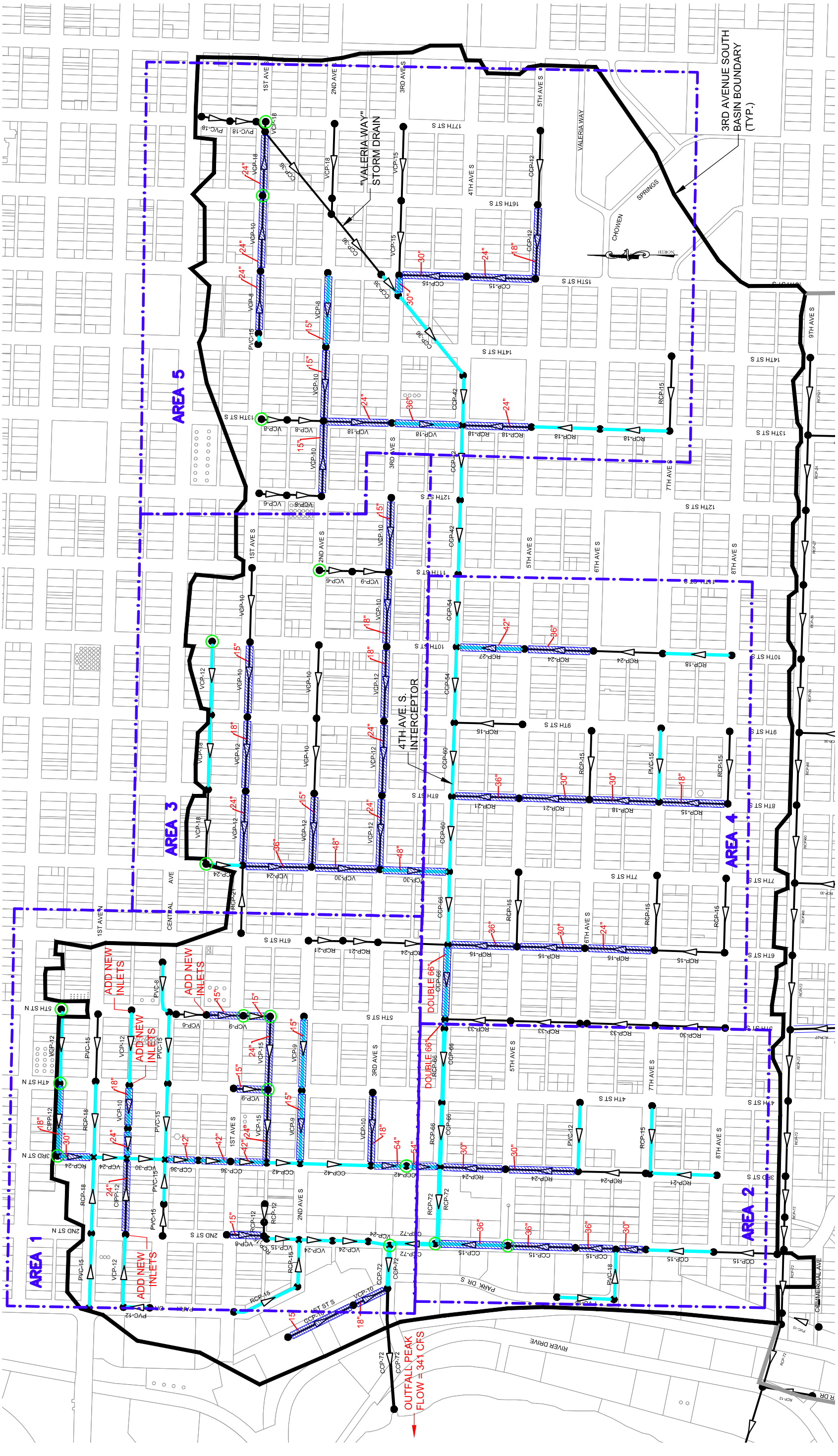
OF 1779.1
1-18-2023



V:\6-20115-City of Great Falls Drainage Basin Study\CADD 6-20115\Exhibits\FIG 1) 6-20115-Project Location Map.dwg

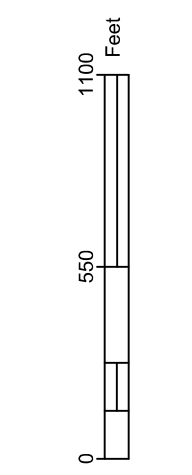


**FIGURE 1
PROJECT LOCATION MAP**



**FIGURE 16 - 3RD AVENUE SOUTH BASIN
ALTERNATIVE NO.1 - PIPE UPSIZING AND
INLET IMPROVEMENTS ONLY
(5 YEAR, 2 HOUR STORM)**

GREAT FALLS DRAINAGE BASIN STUDY



- LEGEND**
- TYPICAL PIPE WITH FLOW DIRECTION
 - LEVEL 1 SURCHARGING - PRESSURE FLOW IN PIPE
 - LEVEL 2 SURCHARGING - PRESSURE FLOW IN PIPE AND SURFACE FLOODING AT MANHOLES/INLETS
 - PIPE SIZE TO BE INCREASED
 - CCP-12
 - 18"
 - TYPICAL MANHOLE
 - STORM INLET CAPACITY TO BE INCREASED
 - EXISTING PIPE SIZE AND MATERIAL
 - NEW PIPE SIZE



FIGURE 2 - PHASE EXHIBIT

Note: Alignments are preliminary and subject to change

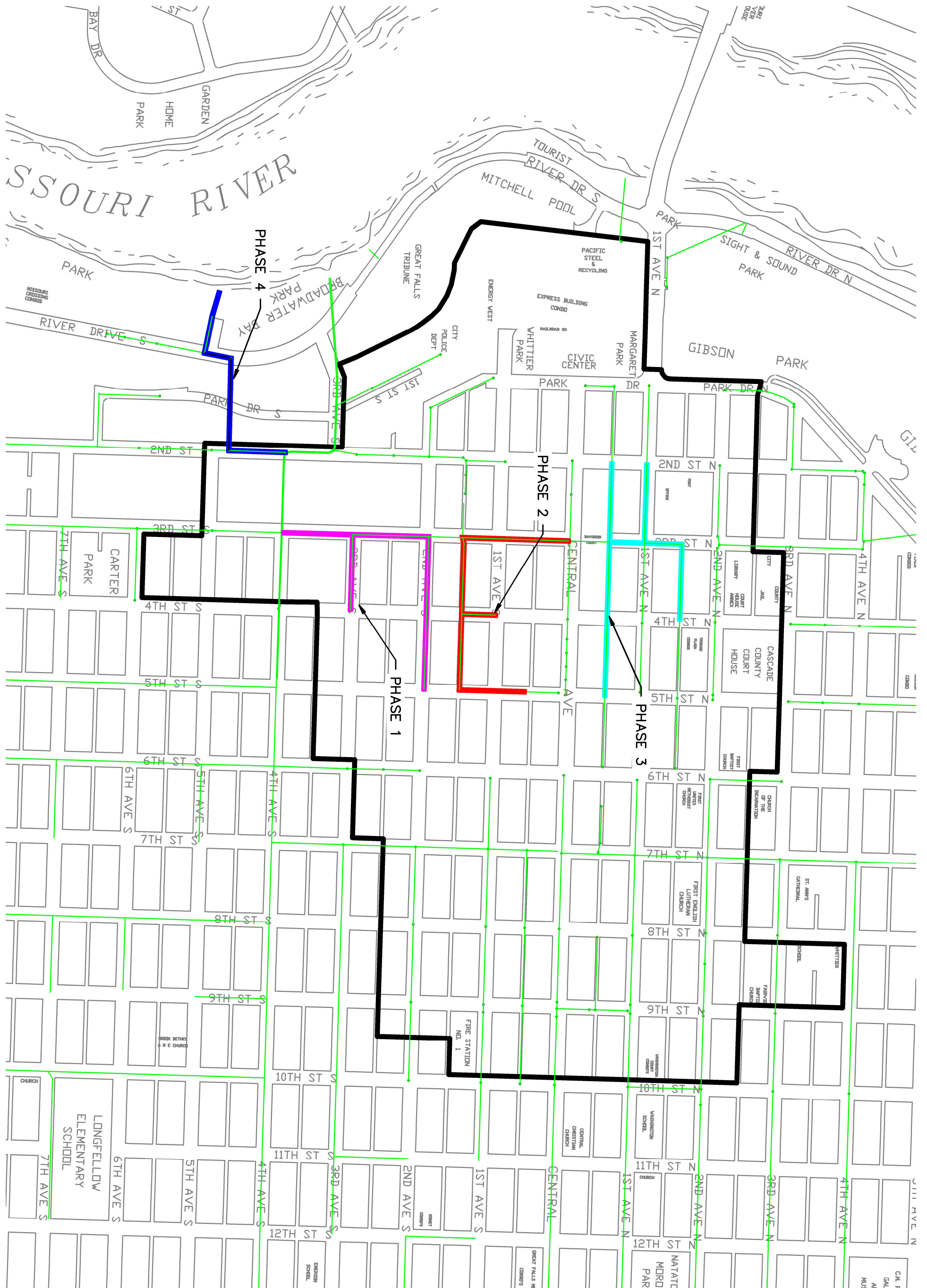
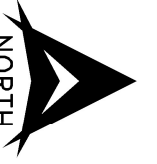


FIGURE 2	CITY OF GREAT FALLS - PUBLIC WORKS DEPARTMENT OF 1779.0	DESIGNED BY: RJB	CHECKED BY: ###	SCALE: AS SHOWN	REVISED: ##-##-##
		DRAWN BY: RJB	APPROVED BY: ###	DATE: 04-05-2022	AS-BUILT



Commission Meeting Date: February 4, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Professional Services Agreement: Malmstrom AFB Installation Resilience Study, OF 1821.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Christoff Gaub, Public Works Director

Action Requested: Consider and approve a Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount not to exceed \$400,000.00 to Advanced Engineering and Environmental Services, LLC to complete the Malmstrom Air Force Base Installation Resilience Study and (authorize/not authorize) the City Manager to execute the agreement documents."

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Approve a Professional Services Agreement.

Summary:

The City proposes to retain Advanced Engineering and Environmental Services, LLC (AE2S) for professional consulting services to study infrastructure resilience and compatible land uses to identify mutually beneficial opportunities for both the City of Great Falls and Malmstrom Air Force Base (MAFB).

Background:

On May 15, 2023, the MAFB 341st Missile Wing Commander submitted a nomination in coordination with Headquarters Air Force as part of the Office of Local Defense Community Cooperation (OLDCC) annual call for Installation Resilience projects to address issues of utility resilience and land use compatibility. The City of Great Falls submitted a letter of support as the sponsor of the nomination and as the entity to manage grant activities to benefit the community of Great Falls.

On March 19, 2024, the City Commission approved the grant application for the MAFB Installation Resilience Study grant, with an estimated local match of \$40,000 for consultant study services for the Resilience and Compatibility Study. On April 23, 2024, the city solicited proposals from qualified firms

to conduct the MAFB Installation Resilience Study with proposals due to the Engineering Office by May 9, 2024. Three (3) proposals were submitted and reviewed.

On September 1, 2024, OLDCC awarded the grant to the City for a Resilience and Compatibility Study to ensure Great Falls has redundant infrastructure that supports increased continuity of essential services and supports growth by identifying alternate or additional utility connections and compatible land uses around MAFB. On November 1, 2024, a selection panel of City Staff, with MAFB observers, interviewed the applicants. AE2S received the highest score of the three firms.

Workload Impacts:

AE2S will complete the study and other deliverables. City staff involvement is primarily that of the Public Works Engineering Division and will include project oversight and coordination, and serving as a point of contact for the City and MAFB correspondence.

Project Work Scope:

Generally includes:

- Project Implementation
- Project Administration
- Resilience and Compatibility Study, including data acquisition, data gap analysis, field work, study report, performance measures, GIS data, zoning recommendations and land use map, and recommended capital improvements list
- Tabletop Exercise
- Deliverable Finalization

Conclusion:

City staff recommends approving the Professional Services Agreement (PSA) with AE2S for the MAFB Installation Resilience Study, in the amount of \$400,000. The study will provide a benefit to ensuring that the City and MAFB have resilient infrastructure and compatible land uses for future growth.

Fiscal Impact:

The PSA is funded by the OLDCC Installation Resilience Program providing \$360,000, with a 10% local match. Public Works will fund \$40,000.

Alternatives:

The City Commission could vote to not approve the PSA with AE2S and recommend negotiating with another applicant firm; however, other firms could submit proposals with higher costs than could be successfully negotiated. Negotiating with another firm will also push the study further back than it has already been pushed, due to the delayed award decision by OLDCC.

Concurrences:

The City Staff Grants Administrator has reviewed, interviewed, provided comments, and supports awarding the Professional Services Agreement to AE2S, as well as the OLDCC Project Manager.

Attachments/Exhibits:

Professional Services Agreement
Project summary sheet

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC, (AE2S), Portage Building, 405 3rd Street NW, Suite 205, Great Falls, MT 59404**, hereinafter referred to as “Consultant.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. **Term of Agreement:** This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

3. **Scope of Work:** Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. **Payment:** City agrees to pay Consultant at the hourly rate(s) set forth in the Scope of Services, for a total not to exceed amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) for services performed pursuant to the Scope of Services, with said services to be performed by Consultant at the hourly rates set forth in Exhibit “B” and reimbursable expenses to be charged at the hourly rates set forth in Exhibit “B”. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Consultant shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Consultant shall submit its invoices to City on a monthly basis. Invoices are due and payable within 30 days of receipt.

5. **Independent Contractor Status:** The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. Indemnification: To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's negligence and/or errors or omissions in the performance of this Agreement and Consultant's work on the Project contemplated herein or work of any subcontractor or supplier to Consultant. The foregoing duty to defend shall apply solely to any such defense obligations that are covered by Consultant's insurance specified in this Agreement. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Consultant's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Consultant also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

7. Insurance: Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers' Compensation and Professional Liability, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured or contain a blanket additional insured endorsement and be written on a "primary—noncontributory basis." Consultant will provide the City with applicable additional insured endorsement documentation. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City,

and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

*** Insurance Coverage at least in the following amounts is required:**

- 1. Commercial General Liability
occurrence (bodily injury and property damage) \$1,000,000 per
aggregate \$2,000,000
- 2. Products and Completed Operations \$2,000,000
- 3. Automobile Liability \$1,000,000 combined single limit
- 4. Workers' Compensation Not less than statutory limits
- 5. Employers' Liability \$1,000,000
- 6. Professional Liability (E&O) \$1,000,000 per
claim (only if applicable) \$2,000,000
aggregate

Consultant may provide applicable excess or umbrella coverage to supplement Consultant's existing insurance coverage, if Consultant's existing policy limits do not satisfy the coverage requirements as set forth above.

*** If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: .**

Legal reviewer initials: **Approved** **Denied**

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner consistent with the professional standard of practice under similar circumstance and in the same location.

9. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.

10. Nondiscrimination: Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

11. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not

exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

13. Ownership and Publication of Materials: All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

14. Liaison: City's designated liaison with Consultant is **Amanda Brownlee** and Consultant's designated liaison with City is **Ross Hanson**.

15. Applicability: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

16. Contractor Relationship: Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between City and such contractor. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or of any other persons (except Consultant's own employees and/or agents acting under the direction and control of Consultant) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Consultant.

17. No Third-Party Beneficiaries: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee

of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

IN WITNESS WHEREOF, Consultant and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC (AE2S)

By: _____
Print Name: Gregory T. Doyon
Print Title: City Manager
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

By _____
David G. Dennis, City Attorney*

EXHIBIT A – SCOPE OF SERVICES
MALMSTROM AFB RESILIENCY STUDY
CITY OF GREAT FALLS, MONTANA O.F. 1821.0
 Revised: January 10, 2025 Submitted by: AE2S/Jacobs

Advanced Engineering and Environmental Services, LLC (AE2S) and Jacobs Engineering are providing professional engineering services to the City of Great Falls for the Malmstrom Air Force Base (MAFB) Resiliency Study project.

AE2S/Jacobs has prepared the following scope for the MAFB Resiliency Study project. The scope of services is to be provided as an amendment to the prescribed requirements of the Professional Services Agreement and related attachments. The scope reflects feedback from the City to limit the evaluation of private utilities and instead focus the effort on City utilities and affected transportation corridors related to the proposed additional entry gate to MAFB. The scope also reflects emphasis on long-term impacts as opposed to interim or temporary impacts related to the Sentinel project and associated workforce hub. Descriptions of the proposed tasks to be completed by AE2S/ Jacobs under this amendment are provided below:

I. PROJECT ADMINISTRATION

- A. Coordinate with the City of Great Falls regarding the scope of the project, prepare an estimate of engineering fees, and submit detailed scope for engineering services.
- B. Perform kickoff meeting with City of Great Falls staff to discuss design team's initial concepts and applicable operational considerations, as well as provide meeting notes to the Owner.
- C. Prepare for and facilitate the following workshops:
 1. Basis of Planning
 2. Quarterly Stakeholder's Review (supports Consensus and Vulnerability Assessment)
 3. Preliminary Concepts (supports Adaptation Strategy)
 4. Alternatives and Performance Measures (supports Adaptation Strategy)
- D. Deliverables:
 1. Workshop meetings minutes, contact lists, and handouts delivered to City within one week of completing each workshop.

Estimated Fee: \$72,160

II. RESILIENCE AND COMPATIBILITY STUDY

- A. Coordinate with City of Great Falls staff regarding existing conditions for the following:
 1. GIS Data Acquisition, Field Work, and AWIA Risk and Resiliency Assessments and Emergency Response Plan documentation.
 2. Data Gap Analysis.
- B. Develop a preliminary Land Use Plan that reflects a zoning district or overlay to address requirements related to the Sentinel Project and impacts on parcels adjacent to MAFB.
- C. Complete a Traffic Study analysis that evaluates the long-term impact related to an additional entry control gate to the MAFB.
- D. Provide limited coordination with Private Utilities, MT Dept of Transportation, and MAFB Utility representatives.
- E. Evaluate service extensions of backbone infrastructure.

EXHIBIT A – SCOPE OF SERVICES
MALMSTROM AFB RESILENCY STUDY
CITY OF GREAT FALLS, MONTANA O.F. 1821.0
 Revised: January 10, 2025 Submitted by: AE2S/Jacobs

- F. Develop Capital Improvements Planning initial list with Class 5 cost estimations and prioritize based on risk and vulnerability assessments.
- G. Assist with the Performance Measure Assessment and completion of the questionnaire to track successes, deficiencies, lessons learned, and recommendations for improvement in accordance with the grant agreement utilized to fund the study.
- H. Develop summary of Funding Analysis of available funding opportunities, strategies, and critical timelines.
- I. Deliverables:
 - 1. One (1) paper copy and one (1) electronic copy of the Resilience and Compatibility Study, delivered to City within six months of obtaining necessary data.
 - 2. One (1) paper copy of Land Use Maps and corresponding zoning recommendations.
 - a. Provide all geographic information system data in desired format related to the production of maps.

Estimated Fee: \$216,520

III. TABLETOP EXERCISE

- A. Coordinate with City of Great Falls staff regarding emergency criteria, scenario development, and incident response exercise.
 - 1. Identify emergency criteria and develop requirements.
 - 2. Prepare for and facilitate incident response exercise.
 - 3. Perform technical analysis of exercise and consolidate corresponding results.
 - 4. Deliverables:
 - a. Deliverable – One (1) paper copy and one (1) electronic copy of After-Action Report documents, delivered to City within two weeks of completing exercise.

Estimated Fee: \$45,946

IV. ACTION PLAN ROADMAP

- A. Coordinate with City of Great Falls staff on action roadmap planning.
 - 1. Prepare Implementation Strategy, including action plan executive summary with graphical roadmap including timeline and milestones.
 - 2. Develop up to ten (10) prioritized Capital Improvement Planning projects.
 - 3. Develop up to five (5) draft Request for Proposals for recommended Capital Improvement Planning projects.
 - 4. Deliverable – One (1) paper copy and one (1) electronic copy of Action Plan Roadmap.

Estimated Fee: \$24,312

EXHIBIT A – SCOPE OF SERVICES
MALMSTROM AFB RESILENCY STUDY
CITY OF GREAT FALLS, MONTANA O.F. 1821.0
Revised: January 10, 2025 Submitted by: AE2S/Jacobs

V. ADDITIONAL SERVICES

- A. Assist City with miscellaneous project work as identified.
- B. Deliverables –
 - 1. As necessary, based on additional project work identified.

Estimated Fee: \$41,062

EXHIBIT B – FEE SCHEDULE
MALMSTROM AFB RESILENCY STUDY
CITY OF GREAT FALLS, MONTANA O.F. 1821.0
Revised: January 10, 2025 Submitted by: AE2S/Jacobs

Fee Summary:

I.	Project Administration	\$ 72,160
II.	Resilience and Compatibility Study	\$ 216,520
III.	Tabletop Exercise	\$ 45,946
IV.	Action Plan Roadmap	\$ 24,312
V.	Additional Services	<u>\$ 41,062</u>

Estimated Fee: \$ 400,000

**EXHIBIT B – FEE SCHEDULE
 MALMSTROM AFB RESILENCY STUDY
 CITY OF GREAT FALLS, MONTANA O.F. 1821.0
 Revised: January 10, 2025 Submitted by: AE2S/Jacobs**

**ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC
2025 HOURLY FEE AND EXPENSE SCHEDULE**

Labor Rates*

Administrative 1	\$70.00	IT 1	\$140.00
Administrative 2	\$85.00	IT 2	\$189.00
Administrative 3	\$99.00	IT 3	\$232.00
Communications Specialist 1	\$113.00	Land Surveyor Assistant	\$103.00
Communications Specialist 2	\$132.00	Land Surveyor 1	\$124.00
Communications Specialist 3	\$152.00	Land Surveyor 2	\$150.00
Communications Specialist 4	\$183.00	Land Surveyor 3	\$169.00
Communications Specialist 5	\$202.00	Land Surveyor 4	\$186.00
		Land Surveyor 5	\$205.00
Construction Services 1	\$135.00	Operations Specialist 1	\$108.00
Construction Services 2	\$165.00	Operations Specialist 2	\$135.00
Construction Services 3	\$183.00	Operations Specialist 3	\$167.00
Construction Services 4	\$203.00	Operations Specialist 4	\$191.00
Construction Services 5	\$224.00	Operations Specialist 5	\$214.00
Engineering Assistant 1	\$91.00	Project Coordinator 1	\$125.00
Engineering Assistant 2	\$107.00	Project Coordinator 2	\$140.00
Engineering Assistant 3	\$135.00	Project Coordinator 3	\$156.00
Engineer 1	\$146.00	Project Coordinator 4	\$172.00
Engineer 2	\$175.00	Project Coordinator 5	\$194.00
Engineer 3	\$205.00	Project Manager 1	\$221.00
Engineer 4	\$237.00	Project Manager 2	\$242.00
Engineer 5	\$254.00	Project Manager 3	\$259.00
Engineer 6	\$269.00	Project Manager 4	\$274.00
Engineering Technician 1	\$90.00	Project Manager 5	\$293.00
Engineering Technician 2	\$113.00	Project Manager 6	\$307.00
Engineering Technician 3	\$136.00	Sr. Designer 1	\$192.00
Engineering Technician 4	\$152.00	Sr. Designer 2	\$213.00
Engineering Technician 5	\$174.00	Sr. Designer 3	\$229.00
Financial Analyst 1	\$121.00	Sr. Financial Analyst 1	\$227.00
Financial Analyst 2	\$137.00	Sr. Financial Analyst 2	\$248.00
Financial Analyst 3	\$165.00	Sr. Financial Analyst 3	\$269.00
Financial Analyst 4	\$180.00	Technical Expert 1	\$348.00
Financial Analyst 5	\$201.00	Technical Expert 2	Negotiable
GIS Specialist 1	\$113.00		
GIS Specialist 2	\$137.00		
GIS Specialist 3	\$162.00		
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00		
I&C Assistant 1	\$108.00		
I&C Assistant 2	\$134.00		
I&C 1	\$160.00		
I&C 2	\$189.00		
I&C 3	\$213.00		
I&C 4	\$226.00		
I&C 5	\$237.00		

EXHIBIT B – FEE SCHEDULE
MALMSTROM AFB RESILENCY STUDY
CITY OF GREAT FALLS, MONTANA O.F. 1821.0
 Revised: January 10, 2025 Submitted by: AE2S/Jacobs

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

**PROJECT SUMMARY SHEET:
MALMSTROM AFB INSTALLATION RESILIENCE STUDY, O.F. 1821.0
FY 2025 Capital Improvement Plan
Current as of: January 17, 2025**

Description: Resilience and Compatibility Study around Malmstrom Air Force Base (MAFB).
Justification: MAFB submitted a nomination for grant funding to study infrastructure resiliency and opportunities for compatible land use and zoning. The City of Great Falls is the sponsor of the nomination and will manage grant activities to benefit the community of Great Falls.
Scope: Resilience and Compatibility Study to identify infrastructure requirements, such as alternate water, sanitary sewer, stormwater, electricity, and natural gas connections, transportation, and broadband that would support continuity of essential services for the City and mission resiliency for MAFB. Evaluate compatible land uses and zoning in proximity to MAFB to facilitate development that benefits both the City and MAFB.

Added to CIP: N/A

CIP Timeline: N/A, not on CIP, schedule on track.

Cost:

- Awarded Grant: \$440,302, (\$396k Federal, \$44,302 local match)
- To Be Awarded Cost: \$400,000.00 (This includes both the Federal grant funding and the local match. Federal funding \$360,000, local match \$40,000)
- Final Cost: TBD

Funding Source(s): U.S. Department of Defense, Office of Local Defense Community Cooperation (OLDCC) Installation Resilience Grant (90%), Local Match (10%). For local match, Public Works to cover estimated \$40,000 using in-kind contribution (staff hours).

Planned Execution Method: RFP (Study, design/construction to be separate projects if deemed appropriate by recommendations of the study)

Planned Construction CY: N/A

Current Project Stage (Estimated Completion Date): Planning/Scoping (Spring 2024), Study (Summer 2025)

- Design Method: Consultant (Study)

Map & Site Pictures:





Commission Meeting Date: February 4, 2025
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Award Three Year Audit Contract with Eide Bailly, LLP

From: Audit Committee

Initiated By: Audit Committee

Presented By: Melissa Kinzler, Finance Director

Action Requested: Award Three Year Audit Contract for Fiscal Years 2025 through 2027 and approve Amendment One

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) a three year contract for audit services with Eide Bailly, LLP (Eide Bailly) at a cost of \$115,400 for Fiscal Year 2025, \$119,700 for Fiscal Year 2026, and \$124,250 for Fiscal Year 2027 and (approve/not approve) Amendment One of the Contract, and (authorize/not authorize) the City Manager to execute the agreement documents.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends awarding a three year contract for audit services with Eide Bailly, LLP and approve Amendment One.

Summary: The City of Great Falls issued a request for proposal (RFP) for audit services for Fiscal Years 2025, 2026, and 2027. The City received two responses to the RFP including Eide Bailly; and Wipfli, LLP (Wipfli).

Background: The Audit Selection Committee (Selection Committee) met on January 8, 2025 to review and evaluate audit proposals. The Committee followed the City’s RFP selection process, state statute, and the Government Finance Officers Association recommended practices. Two major requirements were used in reviewing the proposals: 1) The firm’s past experience and performance on comparable government engagements and 2) The quality of the firm’s professional personnel’s experience to be assigned to the engagement and the quality of the firm’s management support personnel’s experience to be available for technical consultation. The RFP stated these two requirements would be 70% of the selection process while cost was attributed at 30%. The Selection Committee recommended awarding the audit services contract to Eide Bailly.

The Audit Committee reviewed the recommendation of the Audit Selection Committee. The Audit Committee also recommends awarding the audit services contract to Eide Bailly.

The Selection Committee and Audit Committee recommends Eide Bailly for several reasons. First, Eide Bailly had substantially more municipal auditing experience than Wipfli based on the references provided. Additionally, Eide Bailly's cost proposal was 4.24% less than Wipfli's proposal.

The audit committee recommends Eide Bailly be awarded the contract at a cost of \$115,400 for Fiscal Year 2025, \$119,700 for Fiscal Year 2026, and \$124,250 for Fiscal Year 2027 - a total cost of \$359,350. This price included travel costs. The cost proposal from Wipfli was \$118,825 for Fiscal Year 2025, \$124,766 for Fiscal Year 2026, and \$131,005 for Fiscal Year 2027 – a total cost of \$374,596. This price did not include travel costs.

The actual audit contract is between the City of Great Falls, Eide Bailly, and the State of Montana.

Fiscal Impact: The total cost for audit services for Fiscal Years 2025, 2026 and 2027 will be \$359,350 which includes the agreed upon procedures on the local building code enforcement program. The prior audit contract entered into with Anderson ZurMuehlen & CO, PC (who no longer audits municipal governments) was for \$159,000 for Fiscal Years 2022, 2023, and 2024. This will be a \$200,350 increase or 126% increase over a three year period. When comparing the current audit service contracts of the other major cities in Montana, the three year audit contract the City is entering into with Eide Bailly is very comparable.

Alternatives: The City Commission may not approve the contract for the audit services, and direct the City Manager to resubmit a Request for Proposals for audit services or select the other audit firm.

Concurrences: The Audit Committee consisting of the Mayor, City Commissioner, City Manager, 2 Private Citizens and Finance Director concur with the recommendation of awarding a three year audit contract with Eide Bailly, LLP.

Attachments/Exhibits: Audit Contract and Contract Amendment One between the State, Eide Bailly, and the City of Great Falls

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this _____ day of January, 2025, by and among

Eide Bailly, LLP

Certified Public Accountant
("Contractor"),

City of Great Falls, Montana

Governmental Entity
("Entity"),

and the **Montana Department of Administration, Local Government Services**, ("State"), acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. **Audit Period and Payment:** This contract covers the following audit period(s):
July 1, 2024 to June 30, 2027.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 115,400 for initial (or sole) audit covering 07 /01 / 24 to 06 /30 /25 .
\$ 119,700 for subsequent audit covering 07 /01 /25 to 06 /30 /26 .
\$ 124,250 for subsequent audit covering 07 /01 /26 to 06 /30 /27 .

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.

B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received

during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity’s financial statements in accordance with the Entity’s applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor’s opinion on the Entity’s financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards
- C. The Contractor shall perform tests of the Entity’s compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:

- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
- (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
- (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
- (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”). If these federal regulations are amended, the amended regulations will prevail.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
- (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring "Student Count for ANB" reports; and
 - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing. To notify the State, Contractors shall email LGSPortalRegistration@mt.gov to the attention of the Local Government Services Bureau Chief. To notify the State Office of Public Instruction, Contractors shall email OPIAuditReport@mt.gov to the attention of the OPI Auditor.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity's Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal

controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
 - E. making all financial records and related information available to the Contractor;
 - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions

within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
 - B. If the Entity’s accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor’s reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
 - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor’s Report.
11. **Auditor’s Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
 - D. a report on any supplementary or other information presented in the audit report. This report must be given in an “other matters” paragraph(s) of the auditor’s report on the financial statements (11.A. above), and shall identify, if applicable:
 - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
 - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, “in relation to” the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
 - a) schedule of school district “Student Count for ANB” required in paragraph 13.A.;
 - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;

- c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph 12.A.; and
 - d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.
 - (3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.
 - (4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.
 - E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.
 - F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.
12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:
- A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.
 - B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.
 - C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.
 - D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.
 - E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.
13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring "Student Count for ANB" reports and as documented by the school district's enrollment records; and
 - B. a detailed schedule of extracurricular fund financial activities.
14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
 - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
 - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
 - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
 - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
 - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
 - G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the

Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum

of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Insurance - Professional Liability: The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**

- A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.
- B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

Eide Bailly, LLP

Firm Name

By: 

Authorized Representative

Date: 1/27/2025

Governmental Entity

City of Great Falls, Montana

Entity Name

By: _____

Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____

Approved By

Date: _____

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Great Falls, Montana

406-455-8476
Telephone:

Address: PO Box 5021
(Street Address or P.O. Box)

Great Falls, MT 59 403
(City/Town) (Zip Code)

Melissa Kinzler, mkinzler@greatfallsmt.net
Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :

Eide Bailly, LLP

303-459-6758
Telephone:

Address: 401 N 31st St, #1120
(Street Address or P.O. Box)

Billings, MT 59 103
(City/Town) (Zip Code)

Paul Kane, pkane@eidebailly.com
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending
June 30th, 2025.
(Month & Day) (Year) (Year)

B. Date to commence audit work: July 2025

C. Date to submit final audit report
to Entity and State: December 2025

2. Time and Price for Engagement:

A. Estimated total hours - 690

B. Price for audit personnel \$ 110,400*

Price for Travel 5,000

Price for typing, clerical

and report preparation _____

Total price for this

engagement \$ 115,400*

**Includes the estimate of 1 single audit program. Each additional program will be billed an extra \$9,500.*

3. The reporting entity contains the following discretely presented component units: Great Falls Business Improvement District, Great Falls Tourism Business Improvement District, and the Great Falls Public Library Foundation

4. Date Annual Financial Report or a trial balance will be available: As negotiated

5. Number of copies of audit report Contractor will provide to Entity: As negotiated

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
As negotiated.

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

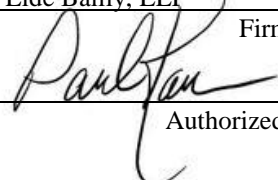
The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Eide Bailly, LLP
Firm Name

By:  Date: 1/27/25
Authorized Representative

Governmental Entity

City of Great Falls, Montana
Entity Name

By: _____ Date: _____
Authorized Representative

**Montana Department of Administration,
Local Government Services**

By: _____ Date: _____
Approved By

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Great Falls, Montana

406-455-8476
Telephone:

Address: PO Box 5021
(Street Address or P.O. Box)

Great Falls, MT 59 403
(City/Town) (Zip Code)

Melissa Kinzler, mkinzler@greatfallsmt.net
Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :

Eide Bailly, LLP

303-459-6758
Telephone:

Address: 401 N 31st St, #1120
(Street Address or P.O. Box)

Billings, MT 59 103
(City/Town) (Zip Code)

Paul Kane, pkane@eidebailly.com
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending
June 30th, 2026 (and _____).
(Month & Day) (Year) (Year)

B. Date to commence audit work: July 2026

C. Date to submit final audit report
to Entity and State: December 2026

2. Time and Price for Engagement:

A. Estimated total hours - 690

B. Price for audit personnel \$ 114,700*

Price for Travel 5,000

Price for typing, clerical
and report preparation _____

Total price for this
engagement \$ 119,700*

**Includes the estimate of 1 single audit program. Each additional program will be billed an extra \$9,500*

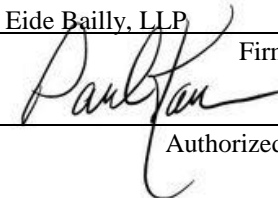
- 3. The reporting entity contains the following discretely presented component units: Great Falls Business Improvement District, Great Falls Tourism Business Improvement District, and the Great Falls Public Library Foundation
- 4. Date Annual Financial Report or a trial balance will be available: As negotiated
- 5. Number of copies of audit report Contractor will provide to Entity: As negotiated.
- 6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
As negotiated.
- 7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Eide Bailly, LLP
Firm Name
By: 
Authorized Representative

Date: 1/27/25

Governmental Entity

City of Great Falls, Montana
Entity Name
By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Great Falls, Montana

406-455-8476
Telephone:

Address: PO Box 5021
(Street Address or P.O. Box)

Great Falls, MT 59 403
(City/Town) (Zip Code)

Melissa Kinzler, mkinzler@greatfallsmt.net
Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING
FIRM (CONTRACTOR) :

Eide Bailly, LLP

303-459-6758
Telephone:

Address: 401 N 31st St, #1120
(Street Address or P.O. Box)

Billings, MT 59 103
(City/Town) (Zip Code)

Paul Kane, pkane@eidebailly.com
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending
June 30th, 2027 (and).
(Month & Day) (Year) (Year)

B. Date to commence audit work: July 2027

C. Date to submit final audit report
to Entity and State: December 2027

2. Time and Price for Engagement:

A. Estimated total hours - 690

B. Price for audit personnel \$ 119,250*

Price for Travel 5,000

Price for typing, clerical

and report preparation

Total price for this

engagement \$ 124,250*

**Includes the estimate of 1 single audit program. Each additional program will be billed an extra \$9,500*

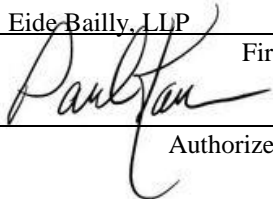
- 3. The reporting entity contains the following discretely presented component units: Great Falls Business Improvement District, Great Falls Tourism Business Improvement District, and the Great Falls Public Library Foundation
- 4. Date Annual Financial Report or a trial balance will be available: As negotiated
- 5. Number of copies of audit report Contractor will provide to Entity: As negotiated.
- 6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
As negotiated.
- 7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$_____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Eide-Bailly, LLP
Firm Name
By: 
Authorized Representative

Date: 1/27/25

Governmental Entity

City of Great Falls, Montana
Entity Name
By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

AMENDMENT ONE TO STANDARD AUDIT CONTRACT

THIS AMENDMENT ONE is made and entered into as of January 27, 2025, by and between the City of Great Falls, Montana (“**Entity**”) and the Montana Department of Administration, Local Government Services (“**State**”), acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated, and Eide Bailly, LLP, a limited liability partnership (“**Contractor**”) (collectively referred to herein as the “**Parties**,” or individually, each a “**Party**”).

WHEREAS, on January 27, 2025, Entity, State, and Contractor entered into the Standard Audit Contract (the “**Agreement**”).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree to amend the Agreement as follows:

1. The parties agree to replace the second to the last sentence at the end of the first paragraph in Section 27, Indemnity, with the following language:

“This defense and indemnify obligation does not require the Contractor to defend or indemnify the State or Entity for the negligence of the State or Entity under this contract.”

The language in Section 27, Indemnity, will now read as follows:

“The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor’s employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not require the Contractor to defend or indemnify the State or Entity for the negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity’s intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor’s part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.”


2. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Certified Public Accountant

Firm Name: Eide Bailly LLP

By: 
Authorized Representative

Date: 1/27/25

Governmental Entity

Entity Name: City of Great Falls, Montana

By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services:**

By: _____
Approved By

Date: _____

This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA.