



**Special Work Session Meeting Agenda**  
**2 Park Drive South, Great Falls, MT**  
**Gibson Room, Civic Center**  
**November 17, 2022**  
**4:00 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](mailto: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, will be so noted in the official record of the meeting.

## **CALL TO ORDER**

## **PUBLIC COMMENT**

*(Public comment on agenda items or any matter that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of five (5) minutes. Speak into the microphone, and state your name and either your address or whether you are a city resident for the record.)*

## **WORK SESSION ITEMS**

1. American Rescue Plan Act Sub-Awards presented by Tom Hazen.

## **ADJOURNMENT**

*City Commission Work Sessions are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. This Special Work Session meeting will be re-aired on cable channel 190 on Friday November 18th at 10 a.m. and again on Monday November 21st at 4:00 p.m.*

*Wi-Fi is available during the meetings for viewing of the online meeting documents.*

## **UPCOMING MEETING SCHEDULE**

Work Session - Tuesday December 6, 2022 5:30 p.m.

Commission Meeting - Tuesday December 6, 2022 7:00 p.m.

# AMERICAN RESCUE PLAN ACT SUB-AWARDS



November 17, 2022

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## Background

- September 7<sup>th</sup>, 2021 – First Discussion of Issuing Sub-Awards
- September 21<sup>st</sup>, 2021 – Introduction of the ARPA Sub-Award Application.
- October 5<sup>th</sup>, 2021 – Revised Application Presented
- October 8<sup>th</sup> to October 18<sup>th</sup>, 2021 – Application posted online and press release issued requesting public comment on the document.
- January 18<sup>th</sup>, 2022 – Need for Scoring Matrix in Application Identified (added on January 22, 2022).
- February 2<sup>nd</sup>, 2022 – Posted Final Application and Began Accepting Applications.
- May 17<sup>th</sup>, 2022 - \$3 Million Cap established.
- July 15<sup>th</sup>, 2022 – Application Closed and Review Began.

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## Received Applications

- 34 Applications totaling \$10,464,425.81 submitted.
- Average Application proposal - \$307,777.23.
- Applications ranged from \$48,000.00 to \$1.3 million.
  - 31 Non-Profit Applicants and 3 For-Profit Applicants;
  - 16 Proposals – Disproportionately Impacted Communities;
  - 16 Proposals – Negative Economic Impacts of the COVID-19 Pandemic;
  - 2 Proposals – Health Emergency.

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## Preliminary Screening

- All project proposals were reviewed for completeness and eligibility.
- 10 Project Proposals were not advanced to the Review Committee for evaluation. Primary reason:
  - Did not meet the statutorily mandated “test”:
    - Did not prove a negative economic impact “caused or exacerbated” by COVID-19; and/or
    - Did not propose a project that was reasonably related to that harm in cost or scope.

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## Review Committee

- July 19<sup>th</sup> Work Session – Introduced the Sub-Award Review Committee.
  - Katie Brewer – Community Risk Reduction Manager, Great Falls Fire and Rescue;
  - Kirsten Myre – Deputy Director, Finance Department;
  - Robin Beatty – Paralegal, City Attorney's Office;
  - Tonya Schumaker – CDBG Administrator;
  - Tom Hazen – Grant and Project Administrator.
- Committee met on August 16<sup>th</sup>, to discuss process and receive 24 applications.
- Met on September 22<sup>nd</sup> and 23<sup>rd</sup> to discuss scoring and recommendation.

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## Review Process

- Scoring was based upon the matrix contained within the Application.
  - Project Description – 15 points;
  - Need for the Project and ARPA funds – 40pts;
  - Project Management – 10 points;
  - Readiness to Proceed – 15 points;
  - Project Budget – 10 points;
  - Partnerships/Collaborations – 10 points.
- Used Scoring Sheet Approved by Commission during September 6<sup>th</sup> Work Session (Included in Packet).

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## Scoring Results

- After applications were individually scored, every committee member submitted the top 15 scored applications.
- Points were assigned to each application based upon position in top 15.
- All lists were collected to create an overall ranking.
- Results reflected agreement in large part among the committee.

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## Funding Selections

- 14 Projects Selected Totaling \$2,884,557.00
- Once Overall Ranking created the Committee began at the top and worked its way down the ranks until the \$3 million was exhausted.
  - Projects selected for funding were primarily identified by rank.
  - 12 of 14 selections were based upon rank.
- Committee selected against funding based on ranking on two occasions:
  - Neighborworks Great Falls – Down Payment Assistance (NWGF had already received funds); and
  - Habitat for Humanity – Re-Store Remodel (Insufficient allocation remaining to fund program and limited ability to partially fund).
- Selected United Way and TBID Projects based upon priorities.

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## Recommended Awards

App. No.	Company Name	Project Title	Project Cost	Running Total	No. of Votes	Committee Score
1	Alliance For Youth	Provision of emotional health support services to youth and their parents.	\$287,278.00	\$287,278.00	5	70
2	YWCA	Housing Support	\$75,000.00	\$362,278.00	5	63
3	Helping Hands	Operational Support	\$49,900.00	\$412,178.00	5	56
4	Great Falls Voyagers	Revitalization of baseball playing surfaces and seating area.	\$600,000.00	\$1,012,178.00	5	44
5	Neighborworks Great Falls	Affordable Housing	\$496,810.00	\$1,508,988.00	5	43
6	Great Falls College MSU	New Educational Program	\$197,350.00	\$1,706,338.00	5	40
7	Peace Place	Building Renovation Project	\$375,000.00	\$2,081,338.00	4	37
8	Discovery Family Counseling Services	Providing therapy to youth in GF	\$49,000.00	\$2,130,338.00	5	30
9	Ideal Option	Addressing Negative COVID impacts through MAT	\$228,980.00	\$2,359,318.00	5	29
10	United Way	Early Ed	\$85,000.00	\$2,444,318.00	5	27
11	Opportunities Inc.	Facility Improvements	\$97,750.00	\$2,542,068.00	5	26
12	Great Falls Scottish Rite Childhood Language Disorders Clinic	Speech Therapy Outreach	\$70,894.00	\$2,612,962.00	5	25
13	Cascade County Historical Society	Tech upgrades to outreach capacity	\$56,595.00	\$2,669,557.00	5	23
14	Great Falls Tourism Business Improvement Board	Master Plan for Tourism Downtown GF	\$215,000.00	\$2,884,557.00	5	10

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## Next Steps

- Commission Meeting.
- Tailored Contracts.
- Drawdown Procedure.
- Quarterly Reporting.
  - Summary to be presented to the Commission.
- All Funds Spent by September 2026.
- Final Report by October 2026.

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## Questions?

- Thank you for time and consideration.

P.O. Box 5021, 59403-5021



## Memo

**Date:** 11/7/2022

**To:** Mayor Kelly and City Commission

**From:** Tom Hazen, Finance Department, Grants and Program Administrator

**Re:** Internal Review Committee Recommendation

The Internal ARPA Subaward Review Committee (the Committee) met on September 22<sup>nd</sup> and 23<sup>rd</sup> to identify a recommended list of projects to receive funding presented below. Each member of the Committee spent a significant amount of time reading and scoring the eligible proposals. The Committee, after comparing scores and deliberating programmatic merits, ultimately agreed upon the following list of **14 projects totaling \$2,884,557.00:**

- **Alliance for Youth** - \$287,278.00 for *Improving Mental Health and Reducing Violence by Strengthening Parent-Child Relationships* – Funds will be used to enact evidence-based practices at the Alliance for Youth Headquarters including Parent Mediation, Nurturing Parenting, Circle of Parents, Youth Mental Health First Aid, and Question, Persuade, and Refer. This program is designed to directly address abuse in our community and is anticipated to benefit hundreds of residents.
- **Cascade County Historical Society** - \$56,595.00 for *Technology Upgrades to Ozark Club at Cascade County History Museum* – Funds will be used to install hardware increasing the remote gathering capacity of the Museum. This will mitigate current and future health concerns and allow for remote participation in Museum special events.
- **Discovery Family Counseling Services** – \$49,000.00 for *Expansion of Services* – Funds will be used to expand the mental health therapy services available for children as young as three years old. Specifically, Discovery will implement programs designed to treat behavioral health concerns in youth through “play therapy”. Additionally, Discovery will remodel a portion of its building to be used for this specific purpose.
- **Great Falls Voyagers** – \$600,000.00 for *Centene Stadium Field Repair* – Funds will be used to make repairs to the playing surface. This will ensure the ongoing viability of a facility that is used by professional, amateur, and local school teams. Also, maintains a valuable tourism draw and local business partner in the Great Falls community.
- **Great Falls College Montana State University (GFCMSU)** - \$197,350.00 for *Job Training and Education for At-Risk Youth* – Funds will be used to initiate a new program that will provide job training to at-risk youth ages 16 and older and those re-entering the work force. The training framework will focus on Education, Construction Training, Work Ethic/Job Readiness Training, Leadership/Community Service, and Case Management/Career Development.
- **Great Falls Scottish Rite Childhood Language Disorders Clinic** - \$70,894.00 for *Early Intervention Speech/Language/Feeding Outreach Support* – This program will reduce barriers





preventing children from accessing therapy by providing speech/language/feeding therapy on site in daycare centers, homes, or other youth focused locations. This will alleviate barriers arising from transportation limitations or work schedule conflicts.

- **Great Falls Tourism Business Improvement District (TBID)** - \$215,000.00 for *Development of a Tourism Master Plan* – This plan will utilize assessments conducted by professional consultants to evaluate Great Falls’ current and potential status as a tourism destination. The plan will serve as the foundation for short and long term strategies for marketing and increasing the appeal of Great Falls to visitors. Note – this project was not awarded full requested amount.
- **Helping Hands** - \$49,900.00 for *Operation of a Food Pantry in Downtown Great Falls* – Helping Hands is located in the downtown area and provides food, hygienic items, and clothing to individuals facing financial hardship. These funds will bolster the in-place budget.
- **Ideal Option** - \$228,980.00 for *Increasing Access to Medication Assisted Treatment (MAT)* – Ideal Options offers substance use disorder treatment in Great Falls. Ideal Option is looking to increase access in the City by opening a second location. These funds will be used to offset the expenses incurred in the first six months of this new location.
- **NeighborWorks Great Falls** - \$496,810.00 for *Increased Owner-Built Home, or Mutual Self-Help Program (MSHP), Operations* – This award will allow for increased and future-looking operations associated with the MSHP. These new activities will include development of a Master Plan, compilation/submission of required filings, and engineering documents. These funds will contribute to the eventual construction of 100 new homes. The proposed development is located at the 33<sup>rd</sup> Ave. South and 13<sup>th</sup> St. South.
- **Opportunities Inc.** - \$97,750.00 for *Mitigation Improvements to Facility* – Social Distancing considerations rendered the small Opportunities Inc. headquarters waiting room inoperable during the pandemic. Individuals seeking assistance were asked to leave and return later. Financial and transportation limitations made multiple trips to the office unfeasible for many seeking services. These funds will be used to expand the area and create a safer and healthier environment for people waiting for appointments.
- **Peace Place** - \$375,000.00 for *Building Renovation* – Peace Place is looking to renovate its new location to create an ideal environment to provide childcare, caregiver support, and respite services. This award will fund the renovation of an existing (and currently empty) downtown location to include classrooms, rest rooms, offices, a kitchen, and other faculties as needed.
- **United Way** - \$85,000 for *Early Education Assistance* – Funds will be used to coordinate the availability of early childhood education, bridging gaps for children through kindergarten enrollment, and increasing access for underserved populations in conjunction with Great Falls Public Schools.
- **YWCA** - \$75,000.00 for *Rental Assistance* – The YWCA will use the funds to provide LMI women the financial resources to place first/last month deposits when entering into a new rental



agreement. This will assist women in establishing secure homes for their families and simultaneously address homelessness in the City.

The Committee evaluated each of these proposals using the scoring matrix contained in the City Application and using the scoring sheet presented to the City Commission at the September 6<sup>th</sup>, 2022 Work Session. Each Committee member was asked to present their top 15 proposals. Once collected, these top 15s were used to prepare a ranked list of projects. Many of the projects listed above received a consensus approval from the Committee. The final selections were ultimately arrived at by evaluating the remaining applications by the same criteria.

The criteria identified for ultimately successful applications included the adherence to the City Commission's priorities (as identified on page 5 of the City Application), expressed and clear COVID-related project/impact, capacity to successfully complete the identified project in the required time period, benefit to Great Falls residents, amount of funding (or lack of) received from other sources, consistent ranking across Committee members' scores, or a combination of any or all of these reasons.

Additionally, the City also received applications from the following organizations:

- **Educare**
- **The Great Falls Area Chamber of Commerce**
- **Habitat for Humanity**
- **Ingenium**
- **Neighborworks Great Falls**
- **Pressure Pros**
- **Toby's House**
- **United Way**

In addition to the programs listed above the City received applications from the projects listed below. Ultimately, these programs were not furthered to the committee for scoring. The primary reason for this decision was either an undemonstrated negative economic impact stemming from the COVID-19 pandemic to the applying organization, a proposal that was not reasonably related to the impact or the pandemic, or both. Additional considerations included ineligible uses, insufficient organizational documentation, and scope exceeding the financial impact.

- **Alluvion – DNS**
- **Big River Ruckus – DNS**
- **The Children's Museum - DNS**
- **The Charles M. Russell Museum – DNS**
- **The Great Falls Business Improvement District - DNS**
- **The Great Falls Community Scholarship - DNS**
- **The Great Falls Shooting Sport Complex - DNS**
- **International Traditional Games - DNS**
- **Sense-Ability - DNS**
- **Ursuline Center Historical Society – DNS**

P.O. Box 5021, 59403-5021



One additional note, Tonya Schumaker and I each recused ourselves from one application. I am a board member of Peace Place and Tonya has had past interactions with Educare. In order to avoid the appearance of any favoritism or other impropriety we felt it best to abstain from any conversations or scoring related to those proposals.

The Internal Review Committee and I are available to answer any question related to the above recommendation.

Sincerely,

Tom Hazen

**Attachments**

Overall Scoring Ranks

Scoring Worksheet

Copy of the City ARPA Application

Copy of the SubRecipient Agreement

City of Great Falls  
ARPA Sub-Award Rankings  
11/7/2022

Agenda #1.

App. No.	Company Name	Project Title	Project Cost	Running Total	Overall	
					No. of Votes	Committee Score
1	Alliance For Youth	Improving Mental Health and Reducing Violence by Strengthening Parent-Child Relationships	\$287,278.00	\$287,278.00	5	70
2	YWCA	Rental Assistance	\$75,000.00	\$362,278.00	5	63
3	Helping Hands	Operation of a Food Pantry in Downtown Great Falls	\$49,900.00	\$412,178.00	5	56
4	Great Falls Voyagers	Centene Stadium Field Repair	\$600,000.00	\$1,012,178.00	5	44
5	NeighborWorks Great Falls	Increased Owner-Built Home, or Mutual Self-Help Program (MSHP), Operations	\$496,810.00	\$1,508,988.00	5	43
6	Great Falls College Montana State University	Job Training and Education for At-Risk Youth	\$197,350.00	\$1,706,338.00	5	40
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8	Discovery Family Counseling Services	Expansion of Services (Providing therapy to youth in GF)	\$49,000.00	\$2,130,338.00	5	30
9	Ideal Option	Increasing Access to Medication Assisted Treatment (MAT)	\$228,980.00	\$2,359,318.00	5	29
10	United Way	Early Education Assistance	\$85,000.00	\$2,444,318.00	5	27

City of Great Falls  
ARPA Sub-Award Rankings  
11/7/2022

Agenda #1.

App. No.	Company Name	Project Title	Project Cost	Running Total	Overall	
					No. of Votes	Committee Score
11	Opportunities Inc.	Mitigation Improvements to Facility	\$97,750.00	\$2,542,068.00	5	26
12	Great Falls Scottish Rite Childhood Language Disorders Clinic	Early Intervention Speech/Language/Feeding Outreach Support	\$70,894.00	\$2,612,962.00	5	25
13	Cascade Couty Historical Society	Technology Upgrades to Ozark Club at Cascade County History Museum	\$56,595.00	\$2,669,557.00	5	23
14	Great Falls Tourism Business Improvement Board	Development of a Tourism Master Plan	\$215,000.00	\$2,884,557.00	5	10
15	Habitat for Humanity	Re-Store Remodel	\$605,364.00	\$3,489,921.00	5	19
16	NeighborWorks Great Falls	Down Payment Assistance Funding	\$500,000.00	\$3,989,921.00	4	19
17	United Way	Community Grants to Address Food Insecurity	\$187,032.00	\$4,176,953.00	5	16
18	United Way	Housing Assistance	\$59,000.00	\$4,235,953.00	5	10
19	Educare **	Funding Childcare operations for LMI comms	\$250,000.00	\$4,485,953.00	4	6
20	United Way	Job Training	\$60,000.00	\$4,545,953.00	5	5

City of Great Falls  
ARPA Sub-Award Rankings  
11/7/2022

					Overall	
App. No.	Company Name	Project Title	Project Cost	Running Total	No. of Votes	Committee Score
21	Ingenium	Purchase of vehicle, equipment, supplies and other costs related to instructing marginaized youth in STEAM curriculum throuh video games.	\$48,000.00	\$4,593,953.00	5	1
22	Chamber of Commerce	Job Training Assistance	\$1,400,000.00	\$5,993,953.00	5	1
23	Pressure Pros	Expansion of Cleaning Services within QCT	\$130,000.00	\$6,123,953.00	5	0
24	Toby's House	Providing Counseling service	\$55,267.06	\$6,179,220.06	5	0

\*\* 1 Reviewer Recused From Scoring

Applicant Name				Points Awarded
Project Name				
1	Description			
1	Project Description	Up to 15 points	- Is the Primary Goal Identified - Are activities identified? - Are beneficiaries identified? - Is the location identified? - Is the period of performance identified?	
2	Need for the Project and ARPA Funds			
2a.	How does it relate?	Up to 15 points (0-15 points)	- Does this identify the COVID related expense, negative impact, or disproportionately impacted community that this project will benefit. - Describe how the project is designed to directly address the identified need. - Explain why the project is a reasonable undertaking to alleviate the need or benefit the community.	
2b.	Number Served	Up to 5 points (0-5 points)	i. <u>Up to 5 points</u> - As clearly and definitely as possible, provide estimates or (if possible) specific statistical information regarding the number of Great Falls residents served. Demonstrate why the figures provided are reliable;	
		Up to 10 points (0,5, OR 10 points)	ii. <u>Will the project serve:</u> 50 or more people – 10 points 16-49 people - 5 points 1-10 people - 0 points	
2c.	How was need assessed	5 points (0 OR 5 points)	i. <u>5 points</u> - Describe any surveys, records, or other statistical information collection methods undertaken to identify need. (Note: financial documentation may be provided to demonstrate negative financial impact);	
		Up to 5 pts (0-5 Points)	ii. <u>Up to 5 points</u> - Describe other non-quantifiable methods used to determine need for the project.	
3	Project Management			
3a.	Identification of Personnel	5 points (0 OR 5 pts)	Are titles and names of management given?	
3b.	Experience	Up to 10 points (0-10 pts)	Is experience in grant management given? Evaluate experience level as applied to proposal.	
4	Readiness to Proceed			
4	Readiness to Proceed	15 Points (0,5,10, OR 15 pts)	Does application identify schedule? i. Immediately - 15 points ii. 30-60 days - 10 points iii. 61-120 days - 5 points iv. 121 days or more - 0 points	
5	Budget			
5	Project Budget	10 points (0-10 pts)	Is a thorough and detailed budget provided? Do expenses relate to identified categories on p.13-15?	
6	Partnerships			
6	Partnerships	5 points (0-5 pts)	Will there be other partners involved? Are partners identified?	
<b>Total</b>				<b>0</b>



# **American Recovery Plan Act Application**

Applications due – July 15, 2022 at 5:00 PM



# American Recovery Plan Act APPLICATION

## **I. Application Instructions**

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## **III. Supplemental Attachment**

1. *Quick Guide to ARPA Eligible Activities to Support Coronavirus and Other Infectious Disease Response*
2. *Duplication of Benefits Affidavit*

# I. APPLICATION INSTRUCTIONS

## INTRODUCTION

The American Recovery Act (“ARPA”) was signed into law on March 11, 2021 and amended Title VI of the Social Security Act to establish the Coronavirus State Fiscal Recovery Fund in §602 of the Act and the Coronavirus Local Fiscal Recovery Funds (together the “Recovery Funds”) in §603. These Recovery Funds were created to considerably expand support previously provided by the Federal Government to State and Local governments.

The City of Great Falls is accepting applications for programs related to COVID-19 recovery efforts. These programs may involve direct responses to the medical requirements of the pandemic, efforts to address the negative social impacts of the pandemic, or programs aiming to address disproportionately impacted populations.

## AVAILABLE FUNDS

The City will reserve a portion of Local Relief Funds received through the American Recovery Plan to be made available to qualifying projects within the City of Great Falls through this funding. Any additional funds, if awarded, may be distributed on a needs basis.

## FUNDING GUIDELINES

- A. Dates:** To be considered eligible, expenses must be incurred between March 31, 2021 and September 30, 2024. All project related funds must be expended and projects completed by September 30, 2026.
- B. Eligible Activities:** To be considered an eligible expense under ARPA, a program or project must fall within one of the following categories:
1. **To respond to the public health emergency.**
    - **Supporting health responses** – Mitigating the impact of COVID-19 continues to require an unprecedented cooperative health response between public and private entities. ARPA funds may be used by these organizations to mitigate the current pandemic or prevent future outbreaks through:
      - i. **Services and Programs to contain/mitigate the spread of COVID-19** (*Expense Categories 1.1 to 1.9*) includes testing, vaccination, tracking and other medical activities related directly to the treatment of the disease.
      - ii. **Services to address behavioral healthcare needs exacerbated by the pandemic** (*Expense Categories 1.10 to 1.11*) includes treatment for mental health, substance abuse, and other behavioral health services. Applicants establishing or expanding these programs should identify evidence based practices used in treatment.

## 2. Addressing the negative economic impacts caused or exacerbated by the COVID-19 pandemic.

- The COVID-19 public health emergency resulted in significant economic hardship for many Americans. Consumer spending slowed, businesses closed, schools/offices shifted to remote access, and tourism dramatically slowed. ARPA funds may be used to address harms caused or exacerbated by. Uses include:
  - i. **Delivering assistance to workers and families** (*Expense Categories 2.1 to 2.3*) – Financial assistance, Job training, food shortages, and housing assistance *may be provided by community partners with existing relevant programs.*
  - ii. **Supporting small businesses and non-profits** (*Expense Category 2.4 and 2.5*) – Helping local enterprises to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance.
  - iii. **Supporting tourism, travel, and hospitality industries** (*Expense Category 2.6*) – Industries that were hit particularly hard by the health emergency may use ARPA funds to support safe reopening, facilitating social distancing, or mitigation of financial hardship. Planned expansions of tourism, travel, or hospitality facilities that were delayed due to the pandemic are also eligible projects.

## 3. Services to Disproportionately Impacted Communities.

- The pandemic has disproportionately impacted low-income families and exacerbated systemic health and economic inequities impacting low income communities. To be considered eligible, projects aimed at alleviating the increased impact experienced by low-income households must be:
  - i. Provided at a physical location in a Qualified Census Tract (“QCT”); or
  - ii. A program or service where the primary intended beneficiaries live within a QCT; or
  - iii. A program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60% of the median income for the City of Great Falls; or
  - iv. A program or service for which the eligibility criteria are such that more than 25% of the population served are below the federal poverty line.
- Eligible activities for projects include:
  - i. **Addressing educational disparities** (*Expense Categories 3.1 to 3.4*) - through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering tutoring/after school programs. Also, services to address social, emotional, and mental health needs; or
  - ii. **Promoting healthy childhood environments** (*Expense Categories 3.5 to 3.7*) – through new or expanded high quality childcare, home

- visiting programs for families with young children, or services for foster youth or families involved in child welfare system; or
- iii. **Investments in housing and neighborhoods** (*Expense Categories 3.8 to 3.10*) – services to address homelessness, affordable housing development, housing vouchers, and residential counseling; or
- iv. **Addressing Social Determinants of Health** (*Expense Categories 3.11 to 3.12*) – through funding of community health workers, public benefit navigators, and community violence intervention programs.

**C. LIST OF INELIGIBLE ARPA ACTIVITIES**

1. No recipient may use funds to make a deposit to a pension fund.
2. Funds may not be used to pay off debt.
3. Funds may not be used to pay legal settlements.
4. ARPA funds are to be considered federal grant dollars. As such, these funds may not be used by the recipient as “match” dollars in concert with separate grant programs prohibiting the use of federal dollars as match funding.

**D. THE CITY OF GREAT FALLS’ ARPA GOALS AND PRIORITIES**

1. **Projects serving a significant number of Great Falls Residents.**
2. **Addressing the negative impacts of the COVID-19 pandemic on the Tourism, Travel, and Hospitality Industries.**
3. **Projects addressing an urgent and/or unaddressed need in the community.**
4. **Projects that have not received funding from other sources since March 31, 2021.**
5. **Projects that can be completed within the required timeframe.**

## II. APPLICATION GUIDELINES

1. **Application:** Provide an eligible program that serves residents or businesses in the City of Great Falls. Please complete and submit the Application, the Application Budget Form, plus relevant attachments.
2. **FUNDING REQUEST RESTRICTIONS:**
  - a. **Minimum Grant Request: \$40,000.**
3. **SUBMISSION GUIDELINES**

All applications must follow the formatting described below or be subject to penalty points:

- a. Separate applications for each program requesting funds shall be submitted;
  - b. Applications must be typewritten;
  - c. All sections and narrative questions must be labeled, page numbering is required;
  - d. Maps and larger sections must be shrunk to fit onto an 8 ½ x 11” paper;
  - e. The checklist provided must be completed and submitted with the application;
  - f. Page limits listed on the checklist must be followed; additional pages may not be forwarded to the Committee for review;
  - g. Required and supporting documents shall be labeled and placed in an appendix. Extraneous information will not be considered;
  - h. Required documents must be attached:  
 Non-profit applications: verification of 501(c)3 status; agency organizational chart; most recent agency operating budget; most recent audit or if not available the most recent 990 financial statement; copy of by-laws; current board list.
3. **Project Timeline:** describes when the program will occur with specific dates and times
    - i. All applications shall be complete, approved, and signed by the Board of Directors, the Executive Director, or other Responsible Person.
    - j. Any application for **\$50,000 or more** must provide proof of registration at <https://sam.gov/SAM/> at the time of APPLICATION SUBMISSION so a search can be conducted regarding debarment from receiving federal funds. There is no cost for registration. The entity’s legal name, address, and DUNS number must match the information provided on the application for funding. If registering or updating on <https://sam.gov/SAM/> the applicant must OPT-IN for public view.

## E. DEADLINES

1. **SUBMISSION DEADLINES:** The complete version of the application must arrive by the deadline.

**DEADLINE: 7/15/2022 by 5:00pm**

*Applications must be submitted to:*

*City of Great Falls*

*Finance Department*

*2 Park Drive South*

*PO Box 5021*

*Great Falls, MT 59403*

**NO LATE APPLICATIONS OR SECTIONS WILL BE ACCEPTED.**

## F. REVIEW PROCESS AND SCORING

### 1. REVIEW PROCESS

A Review Team will be appointed by the Great Falls City Commission. The Review Team will review and score all applications based upon the following scoring categories. Staff will prepare a list of the rated applications from highest score to lowest score, including the Review Team's recommendation. This will be given to the City Manager to review the recommendation and then submit findings to the City Commission. A program time-line for the Process is below but subject to change pending HUD guidance:

**FEB 22, 2022**

**Applications are available**

**JUL 15, 2022**

**Applications DUE by 5:00PM**

### 6. SCORING CATEGORIES AND POINT DISTRIBUTION

Applications will be rated and ranked on the basis of their responses to the application elements.

1. Project Description.....15 points
  - a. Up to 15 points – Provide a description/summary of the project.
    - i. What will be the primary goal of the project?
    - ii. What activities will be undertaken to achieve this goal?
    - iii. Who are the intended beneficiaries of the project?
    - iv. Where will the project be implemented and what area will be served?
    - v. Over what time period will the project occur?
2. Need for the project and ARPA funds.....40 points
  - a. Up to 15 points – Clearly describe how the program is designed to directly and reasonably relate to the eligible uses outlined in pages 3-9:
    - i. Respond to a Public Health Need related to the COVID-19 pandemic?; OR

- ii. Address a Negative Impact caused or exacerbated by the COVID-19 pandemic?; OR
  - iii. Serve a Disproportionately Impacted Community?  
Identify the COVID related expense, negative impact, or disproportionately impacted community that this project will benefit. Describe how the project is designed to directly address the identified need. Finally, explain why the project is a reasonable undertaking to alleviate the need or benefit the community.
- b. 15 points – the number of individuals served
  - i. Up to 5 points - As clearly and definitely as possible, provide estimates or (if possible) specific statistical information regarding the number of Great Falls residents served. Demonstrate why the figures provided are reliable;
  - ii. Will the project serve:
    - 1. 50 or more people – 10 points;
    - 2. 16-49 people – 5 points;
    - 3. 1-10 people - 0 points.
- c. 10 points – how you assessed the need in your business and/or in the community
  - i. 5 points - Describe any surveys, records, or other statistical information collection methods undertaken to identify need. (Note: financial documentation may be provided to demonstrate negative financial impact);
  - ii. Up to 5 points - Describe other non-quantifiable methods used to determine need for the project.
- 3. Project management.....15 points
  - a. Identify:
    - i. 5 points - Titles and names of individuals that will manage project activities; AND
    - ii. Up to 10 points - Describe organizational experience in administrating similar awards and how those experiences will guide activities under this award.
- 4. Readiness to proceed.....15 points
  - a. Describe organizational capacity to implement project activities immediately upon receipt of award. Will project benefit the community:
    - i. Immediately – 15 points
    - ii. Within 30-60 days – 10 points
    - iii. Within 61-120 days – 5 points
    - iv. 121 days or more – 0 points
- 5. Project budget.....10 points
  - a. Provide a thorough and detailed budget reflecting costs associated with the project. Note that all project expenses must be related to the eligible budgetary categories listed on pages 13-15.
- 6. Partnership/Collaboration .....5 points
  - a. What organizations, businesses, or government agencies are partnering to accomplish this project and how will costs be allocated.

## **G. RESERVATION OF RIGHTS**

The City of Great Falls reserves the right, at its sole discretion, to award all, a portion, or none of the available ARPA funding, and may reject any and all proposals based on the quality and/or merits of the proposals, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City of Great Falls reserves the right to substantiate applicant's qualifications, financial information, capability to perform, or past performance in its consideration of the applicant's grant request.

The City of Great Falls reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and, to reject any and all proposals, should it be in the best interest of the City to do so.

## **H. POST AWARD AND SUB-RECIPIENT CRITERIA**

All awards are subject to pre-contract negotiations with the recipient. A recipient must comply with all other applicable state and federal statutes, regulations, and Executive Orders, and a recipient shall provide for compliance with ARPA, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to the use of these funds.

The City of Great Falls is committed to monitoring the performance of grant recipients to ensure that funds are used appropriately and in a manner commensurate with the American Recovery Plan Act. Copies of the monitoring reports will be kept in the Finance Office.

Recipients that do not comply with the Post-Award and Sub-Recipient Criteria listed below will forfeit their award of ARPA funds. The forfeited funds will then be returned to the Great Falls ARPA program for reallocation.

- ARPA recipients shall not incur any costs or obligate any funding until a contract between the City and the recipient is executed.
- The ARPA Sub-recipient applicants shall complete their program and expend all awarded funds by 9/30/2026.
- All recipients must provide the following insurances:
  - Commercial General Liability Insurance of \$1,000,000 with the City listed as an additional insured
  - Worker's Compensation Insurance
  - Unemployment Insurance
  - Automobile Liability
- ARPA recipients will be required to maintain accurate records documenting the prevention of, preparation for, or response to the Coronavirus AND records documenting targeted populations and/or areas being served by the program or project. ARPA recipients will provide quarterly reports to the City demonstrating the above eligibility requirements are being satisfied. The ARPA recipient must collect and track data elements associated with the program/project requesting funding. Additional reporting, including audited findings, may be required if requested by the United States Treasury.



- Recipients will be asked to provide a final summary reporting all accomplishments and outcomes to be provided to United States Department of the Treasury and the public. This includes a description of the impact or outcomes of the program or project. Quarterly updates may be requested and must be provided. If requested, funded recipients must comply.
- Sub-recipients are required to:
  - Collect and track data elements associated with the program/project requesting funding. These elements may include: how the person/household/business was directly impacted by the coronavirus, number of persons/households/businesses served, family size, race/ethnicity, income documentation, and residency documentation. Additional elements such as underwriting for business programs, income, and health outcomes will be required, collected and tracked depending upon the nature of the program.
  - Submit performance reports to the City on a quarterly basis. The reports are reviewed for accuracy, performance measures and compliance. In addition, on-site monitoring/auditing of agencies for ongoing compliance and eligibility may be done by the City to ensure income guidelines and residency are being met and goals are being reached.
- Payments: Invoices or requests for payments must be accompanied by backup substantiating the invoice. Quarterly funding requisitions will then be based upon the number of units provided and the cost for delivering that service.

## ARPA Funding Application Response

### III. ARPA APPLICATION

#### COMPLETE APPLICATION CHECKLIST

**Please submit each section of the application, including this checklist:**

- ☐ **A. ARPA Application Cover Page**, *limit 1 page*
- ☐ **B. ARPA Application Worksheet**, *limit 4 pages*
- ☐ **C. ARPA Application Narrative**, *limit 5 pages*
- ☐ **D. Budget: Revenues and Expenditures**, attached separately, *limit 1 page*  
*Budget worksheet MUST match budget listed on the Cover Page, Summary page, and in the narrative*

#### **Required documents for non-profit organizations:**

- ☐ **Agency Organizational Chart** to show how the proposed program fits into the overall organizational structure; include program staff or positions, *limit 1 page*
- ☐ **Most Recent Agency Operating Budget Summary**, *limit 1 page*
- ☐ **Most Recent Independent Auditors Report and identified findings** or *if an Audit is not available* the most recent Financial Statement
- ☐ **Agencies By-laws**
- ☐ **Complete list of Board Members**

#### **Duplication of Benefits Affidavit:**

- ☐ **Supplemental Attachment Duplication of Benefit Affidavit form**

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**Signature of the Executive Authority**

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**Date**

---

**Name**

---

**Title**

**A. ARPA COVER PAGE***(limit 1 page)*

ARPA Type	<input type="checkbox"/> Response to the Public Health Emergency <input type="checkbox"/> Addressing a Negative Economic Impact caused or exacerbated by the COVID-19 Pandemic <input type="checkbox"/> Providing Services to Disproportionately Impacted Communities		
Operating Agency			
Program Name			
SAM identification number (if applying for \$50k or more)			
Mailing Address			
Address Services are Delivered			
Executive Director		Phone	Email
Project Director		Phone	Email
Financial Contact		Phone	Email
Person who completed the Application		Phone	Email
Amount of ARPA Funds Requested \$	Total Program Budget \$		Email
Estimated number of people who will be served:		<b>OR</b> Estimated number of businesses served:	
DUNS Number		Tax ID	

## **B. ARPA WORKSHEET, *limit 4 pages***

1. **ARPA Project Activity.** Please select ONE of the following Eligibility Categories:

- ☐ Respond to the Public Health Emergency; OR
- ☐ Addressing negative economic impacts caused or exacerbated by the COVID-19 pandemic; OR
- ☐ Serving Disproportionately Impacted Communities.

Please complete the corresponding budget snapshot for the selected Project Activity.

<b>Respond to the Public Health Emergency</b>	
<b>1.1.</b> COVID-19 Vaccinations	\$
<b>1.2.</b> COVID-19 Testing	\$
<b>1.3.</b> COVID-19 Contact Tracing	\$
<b>1.4.</b> Prevention in Congregate Settings	\$
<b>1.5.</b> Personal Protective Equipment	\$
<b>1.6.</b> Medical Expenses	\$
<b>1.7.</b> Capital Investments for Physical Plant Changes to Public Facilities that respond to the COVID-19 pandemic	\$
<b>1.8.</b> Mental Health Services	\$
<b>1.9.</b> Substance Abuse Services	\$
<b>TOTAL</b>	\$

<b>Addressing Negative Economic Impacts</b>	
<b>2.1.</b> Household Assistance: Food Programs	\$
<b>2.2.</b> Household Assistance: Rent, Mortgage, and Utility Aid	\$
<b>2.3.</b> Job Training Assistance (e.g. Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)	\$
<b>2.4.</b> Small Aid to Business Economic Assistance	\$
<b>2.5.</b> Aid to Nonprofit Organizations	\$
<b>2.6.</b> Aid to Tourism, Travel, or Hospitality Businesses	\$
<b>TOTAL</b>	\$

Serving Disproportionately Impacted Communities	
3.1. Education Assistance: Early Learning	\$
3.2. Education Assistance: Aid to High-Poverty Districts	\$
3.3. Education Assistance: Academic Services	\$
3.4. Education Assistance: Social, Emotional and Mental Health Services	\$
3.5. Healthy Childhood Environments: Child Care	\$
3.6. Healthy Childhood Environments: Home Visiting	\$
3.7. Healthy Childhood Environments: Services to Foster Youth of Families Involved in Child Welfare System	\$
3.8. Housing Support: Affordable Housing	\$
3.9. Housing Support Services for Unhoused Persons	\$
3.10. Housing Support Other Housing Assistance	\$
3.11. Social Determinants of Health: Community Health Workers or Benefits Navigators	\$
3.12. Social Determinants of Health: Community Violence Interventions	\$
<b>TOTAL</b>	\$

## 2. Beneficiaries.

A. Describe the beneficiaries or clients served by the program.	A.
B. How many will be served by the proposed program? (unduplicated -per year)	B.
C. How many are <i>low to moderate income residents</i> ? See income data in the instructions	C.
D. What percentage of total clients are low to moderate income residents of the City? ( <i>To calculate = D/B * 100</i> )	D.

3. **Employees.** *Program specific, not for the entire organization.*

A. Is this a new (pilot) program?	A.
B. How many employees are currently employed in this program?	B.
C. How many employees will be employed in this program if it receives ARPA funding?	C.
D. How many employees will be employed in this program if it does not receive ARPA funding?	D.

4. **Documentation**

A. How will the beneficiaries' information be collected and documented?	A.
B. What documentation will be used to prove the funds are going to the prevention, preparation or response to the Coronavirus?	B.
C. How will the units of service be tracked and documented?	C.
D. How will the outcomes be measured, collected, and documented?	D.

5. **Other Funding.**

Have you applied for other funding?

☐ No      ☐ Yes

If, yes, were you awarded other funding?

☐ No      ☐ Yes – Explain: \_\_\_\_\_

***Please limit the ARPA Worksheet to 4 (four) Pages.***

## C. ARPA APPLICATION NARRATIVE

In a separate document please answer the following questions in ***12 point font***; you have ***a maximum of 5*** single-sided pages. Be as direct and specific as necessary. Please include question headings, but in order to save space please *do not* restate the question in your response.

### 1. Program Description

Describe the program being proposed. Make sure to explain the “who, what, when, and where”. Is this a new program or an expansion of an existing program?

### 2. Need for the Program and ARPA Funds as it relates to the Coronavirus

Describe the need, injury, or community that this program prioritizes. How is this program related to the Coronavirus, and why ARPA funds are essential to address this need? Please tie your responses to the eligibility category that was identified above. How will this program respond directly to the public health emergency? Or, identify how the COVID-19 pandemic has created or exacerbated a previously existing negative impact? Or, how will this program alleviate the disproportionate negative impact of the current and future health emergency on low-income households? Finally, how many people will be served by this project? Be specific and please share any statistical or financial data to emphasize the response.

### 3. Project Management

Define who will manage the project and how they will manage it. Describe the applicant’s experience in delivering and managing this or similar programs. Please summarize current licensing and accreditations obtained. Please describe any Federal Grant management experience.

### 4. Readiness to proceed

Describe the steps that have been completed or must be completed to initiate the project. These may include community support, staffing, securing an appropriate location, marketing, and networking.

Describe the program’s timeline with dates and times, including the earliest possible start dates, end dates, and milestones as applicable.

### 5. Budget for the Project

Provide a narrative explaining the budget and expenses for the program. *Describe exactly what and who the ARPA funds will pay for in this program.*

Please ensure that budget amounts listed in the narrative match the cover page and budget worksheet.

### 6. Partnerships, Collaboration, and Outreach

Describe how you are collaborating with other organizations to form a cohesive approach to the coronavirus. What steps will you take to make sure there is not a duplication of services? How will you reach out to families or businesses in need?

**C. BUDGET: REVENUES AND EXPENDITURES, *limit 1 page.***

Clearly outline any other funding sources and each expenditure including what funding will be utilized for each line item.



FOR CITY OF GREAT FALLS USE ONLY

Maximum Amount under this Grant:

\$xxx.00

Source of Funds

Fund Name

COVID Recovery

Fund No.

2205

ALN#

21.027

Subclass

NA

Org. No.

NA

Amount

\$xxx.00

Appropriation Authority:

ARPA

Approved

No. NO.

Division

F.S.O.

Legal.



## GRANT AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND [REDACTED].

THIS SUBAWARD (also referenced as "Grant Agreement" or "Agreement"), is administered by the The City of Great Falls (The City), a Montana municipal corporation, hereinafter referred to as the City, and is accepted by [REDACTED], hereinafter referred to as the Subrecipient and represented by [REDACTED]. Both parties agree to the following terms and conditions:

**SECTION 1. PURPOSE.** Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 603, which authorizes the Treasury to make payments to certain local governments from the Coronavirus Local Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds on May 24, 2021. The purpose of this Grant Agreement ("Agreement") is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for [REDACTED].

**SECTION 2. TERM.** The effective date of this Agreement is the date of last signing and ends Enter date no later than September 30, 2026. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Final Rule (Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35) ("Rule"), effective as of April 1, 2022, Subrecipient may use award funds to cover eligible costs incurred during the period that began on March 3, 2021 and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by THE CITY.

**SECTION 3. THE PARTIES' ROLES.** The City is administering funds allocated by the United States Federal Government to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The City will monitor project expenditures to assure payment eligibility. The City assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project.

The Subrecipient will administer the funds allocated by the City to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. The Subrecipient assumes all responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete the project. Subrecipient assumes and undertakes all duties, acts, and responsibilities of the City in the Agreement attached as Attachment \*\*.

The City liaison for this Agreement is Thomas Hazen, Grant and Program Administrator, (406)455-8471, thazen@greatfallsmt.net. All requests for information, assistance, and reports shall be submitted to the CITY liaison.

**SECTION 4. PROJECT SCOPE.** The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the [REDACTED] Application dated [REDACTED] are also incorporated herein by this

reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the City liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the LFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect administrative costs are general overhead costs of an organization where a portion of such costs are allocable to the LFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment from Subrecipient as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible this section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (§75-1-101 et seq., MCA; 36.2503 ARM) decision notice must be approved by the City before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The City must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the City's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the City shall terminate this Agreement as required by law. The City shall provide the Subrecipient with the date the State's termination shall take effect. The City shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The City shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the City's termination takes effect. This is the Subrecipient's sole remedy.

The City shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The City will issue checks for disbursements weekly on Wednesday. To receive payment, Subrecipient must submit claims for funds to The City. Funds can only be expended for work described in SECTION 4. SCOPE OF WORK. In order to receive payment, The Subrecipient shall submit an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. The City will verify the claims and check them against the reports required in SECTION 8. REPORTS and the budget provided in SECTION 5. PROJECT BUDGET. Review of disbursement requests will take a minimum of five (5) business days. The City will disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to The City. Total payment for all purposes under this Agreement shall not exceed **<Insert Grant Amount>**

- 7.1 Reimbursement requests for work performed during the term of this Agreement must be submitted to the City liaison within 90 calendar days after the expiration of this Agreement to receive payment.
- 7.2 The City may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by the City.
- 7.3 The Subrecipient is solely responsible for any costs and for expenses incurred in excess of the grant amount or that are incurred without the City's approval.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting quarterly project updates, a final report and a signed Certificate of Compliance to the City at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the City liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.

- 8.1 Quarterly progress reports for the quarters ending each March, June, September, and December shall be submitted to the City liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the City liaison within 10 calendar days following the close of the quarterly period. No claims for disbursements will be honored if a required report has not been approved or if there is a delinquent report.
- 8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment Q. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon the City's receipt and approval of a report that meets requirements described in Attachment C and signed

statements of completion (if applicable) and statement of compliance. Final reports must be submitted to the City within 90 days after the Agreement termination date.

8.3 Recipient agrees to comply with any additional reporting obligations established by The United States Department of the Treasury, as it relates to this award.

**SECTION 9. RECORDS AND AUDITS.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The City, the Montana legislative auditor, the United States Department of the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

**SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING.** The City, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

**SECTION 11. EMPLOYMENT STATUS AND WORKERS COMPENSATION.** The project is for the benefit of the Subrecipient. The City is not an owner or general contractor for the project and The City does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the The City . The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to The City as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

**SECTION 12. EQUAL EMPLOYMENT.** In accordance with §49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual

orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE INDEMNITY, LIABILITY AND INSURANCE. Subrecipient shall protect, defend, indemnify, and save harmless The City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, its subcontractors, or assigns, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, subrecipients subcontractors, or assigns,. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

Subrecipient must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA, against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Subrecipient, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The City, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the City. Subrecipient shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, "claims made" coverage may be provided if the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances.

- 14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for

reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§85-2-302(1), MCA), Change in Appropriation Right Authorization (§85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements, City of Great Falls building or other permits as set forth in the Official Code of the City of Great Falls, or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

- 14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by The City or other state, federal, or local agency will be approved. The City may review any procurement solicitations that Subrecipient issues. The City's review and comments will not constitute an approval of the solicitation. Regardless of the City's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review, the City identifies any deficiencies, then the City shall communicate those deficiencies to the Subrecipient within seven business days of identifying them.

Subrecipient shall comply with applicable state prevailing wage laws (§§ 8-2-401 to -432, MCA).

- 14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36.2503 ARM); and provide all required information requested by the City related to any required MEPA decision.

#### 14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-ReportingGuidance.pdf>.

- a. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. part 170, pursuant to which the award term set forth in Appendix A to 2 C.F. .R. part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. SS 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. SS 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. SS 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto.
  - vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. S 4151 et seq.);



- vii. The Uniform Federal Accessibility Standards (I-FAS), as published by the United States Access Board;
  - viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970; the Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. part 10. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
  - ix. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996)); and
  - xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. part 22, and herein incorporated by reference and made a part of this agreement.

**SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE.** Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the City will have a royalty free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for government purposes.

**SECTION 16. ACKNOWLEDGMENT OF SUPPORT.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Great Falls through the State of Montana by the U.S. Department of the Treasury."

**SECTION 17. CONFLICTS OF INTEREST.** Recipient and subrecipient understand and agree they must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**SECTION 18. REMEDIAL ACTIONS.** In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of subsequent future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the

Act and any additional payments may be subject to withholding as provided in sections 603(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED TO THE FEDERAL GOVERNMENT.

- 21.1 Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient, shall constitute a debt to the federal government.
- 21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

- 22.1 The City of Great Falls expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- 22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the City of Great Falls and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

- 23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

23.2 The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of the City of Great Falls, Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The City may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY BREACH DEFAULT REMEDIES.

26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives from The City, The City may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the The City all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the The City.

26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. Failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. The Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or
- iii. Any Subrecipient breach/default specified in another section of this Agreement.

26.3 Upon the occurrence and identification of a breach, The City shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if The City determines that a public safety issue or an immediate public crisis exists, The City will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the City, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.

26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the City may, in addition to any other remedies under law, exercise any or all the following remedies:

- i. Pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. Terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. Suspend Subrecipient's performance; and
- iv. Withhold applicable payment until the default is remedied.

26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

**SECTION 27. ASSIGNMENT AND AMENDMENT.** This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

**SECTION 28. SUBCONTRACTING**

- (a) The Subrecipient may subcontract any portion of this Contract to accomplish the completion of the Project. However, Subrecipient accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Subrecipient may not otherwise assign or transfer any portion of this Contract without the express written consent of the City.
- (b) The Subrecipient's assignment or subcontract of this Contract or any portion thereof under this section or Section 27, neither makes the City a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the City. No contractual relationships exist between any subcontractor or assignee and the City.

- (c) The Subrecipient must immediately notify the City of any litigation concerning any assignment or subcontract of this Contract or any portion thereof.

SECTION 28. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the Eighth Judicial District, Cascade County, Montana. Each party will bear their own costs and attorney's fees.

A tribal government, by executing this Agreement, hereby waives any right it may have of tribal government immunity from suit on any issue specifically arising from the transaction of this Agreement and the Subrecipient waives any right to exhaust tribal remedies.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the City shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the City from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, <Entity Name>, hereby accepts this grant <Grant #> according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the City of Great Falls.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By:

\_\_\_\_\_  
Subrecipient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

For

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Tax ID #

\_\_\_\_\_  
(Subrecipient Unique Entity Identifier):

For: The City of Great Falls

## **C. Reporting and Reimbursement Requirements**

### **I. Quarterly Reports**

The Subrecipient will provide quarterly reports to the City during the term of this Agreement. Reports will be required for the three month periods ending March 31, June 30, September 30, and December 31. Reports will be due within thirty (30) days of the end of the period. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining-
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit an expense report with each reimbursement request at a minimum on a quarterly basis. The City will not honor claims for reimbursement if The City has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a City of Great Falls vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement. Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by the City) or other means of tracking and documenting match and the project budget.

#### **Final Report**

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to the City upon project completion. Final disbursement of funds is contingent upon the City receipt and approval of a final report that meets these requirements. Final reports must be submitted to the City within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to the City upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. The City may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project is progressing, and the current project status. Final reports will be made available to the public on the City website.

Non-Executable



## II. Final Report Requirements

1. Title Page:
  - A. Subrecipient's name, address, and telephone numbers.
  - B. The City Grant Agreement Number
  - C. Name, address, and telephone of other contacts if primary contacts are not available.
  - D. Funding: total project cost and amount of agreement
  - E. Location where copies of the report may be obtained (Subrecipient's contact person name, address, phone number. An email address or website is acceptable).
  - F. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable).
  
2. Introduction: Describe the project history, location and purpose. Provide a project location map.
  
3. Discussion and Results:
  - A. Describe how project goals and tasks identified in the Agreement were completed:
    - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
    - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
    - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
    - Provide an explanation for tasks that were not completed or any out-of-scope work.
    - Include a project map, data, and/or photos that document the project.
  - B. Summarize any problems encountered and solutions adopted. What would you do differently?
  
4. Benefits
  
5. Grant Agreement Administration & Project Costs:
  - A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
  - B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. City, Sponsor, state or

federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.

- C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.

6. Project Completion and Certification

- A. Subrecipient's Certificate of Compliance (must be signed for all projects).
- B. As Built Drawings, if requested by the City (construction projects only).
- C. Engineer's Statement of Final Completion (if applicable).

7. Final Report submitted electronically (PDF). The Subrecipient is responsible for submitting final receipts with the reimbursement request and a signed Certificate of Compliance. The final report will contain the following information:

- A. Subrecipient's name, address, and telephone numbers.
- B. City Grant Agreement Number
- C. Funding: total project cost and amount of agreement
- D. Final receipts listing the activities that took place, period of time the activities were performed and costs of the project
- E. A list of supporting documents (for example, reports or other project deliverables, if applicable)

8. Signed Certificate of Compliance

FINAL REPORT  
CERTIFICATE OF COMPLIANCE

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, the undersigned, being duly qualified, respectfully, of the (Subrecipient Name), in County, State of Montana, do hereby certify that the above Named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the (Subrecipient Name) and the City of Great Falls. I understand that any money remaining after the final payment will be returned to the appropriate accounts at the City.

\_\_\_\_\_  
Authorized Subrecipient Signature

\_\_\_\_\_  
Date

## STATEMENT OF COMPLETION

Subrecipient: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

I, \_\_\_\_\_, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number \_\_\_\_\_ do hereby state that the above-named project \_\_\_\_\_ was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

\_\_\_\_\_  
Name\_\_\_\_\_  
Date\_\_\_\_\_  
Signature\_\_\_\_\_  
Name of Organization\_\_\_\_\_  
Address of Organization\_\_\_\_\_  
City, State Zip of Organization

Please consult the City Liaison to verify if this form is required for your project

This form is available on the City website:

<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>.

Non-Executable

**Attachment D**

OMB Approved No. 15050271

Expiration Date: 11/30/2021

**ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS****ASSURANCE OF COMPLIANCE WITH TITLE  
VI OF THE-CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

By entering into this Agreement:

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents;
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written

translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities;

3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.aov>;
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided;
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property;
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury or the City of the aforementioned obligations." Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements;

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury and the City of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury and the City if Subrecipient has received no complaints under Title VI;
9. Subrecipient must provide documentation of an administrative agency's or court's findings of noncompliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state; and
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America and the City of Great Falls have the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the enforcement measures that they may take in order to address violations of this document or applicable law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

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Subrecipient

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Date

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Signature of Authorized Official