

AGENDA
ANACONDA-DEER LODGE COUNTY
COMMISSION WORK SESSION
6 P.M. TUESDAY, SEPTEMBER 22, 2020
Webex Conference

Everyone is respectfully asked to follow these few Commission Rules of Procedure:

- **Please turn off or silence all cell phones and electronic devices that you are not using for this meeting.**
- **Please mute microphones unless you are speaking to eliminate background noise.**
- Call in users will be on mute until discussion or public comment
- **Please address all comments to the Commissioners and state your full name and address**
- Be courteous to all participants, allow one speaker to speak at a time
- **If able please use the raise the virtual hand when appropriate to speak and then un-raise your hand**
- If you can use the chat box, please send in questions and comments.
- **Be Mindful that all participants will be able to hear and see everything, and the meetings are recorded**

For more information on how to obtain a direct link phone the CEO office at 563-4000 or email your request to lsturm@adlc.us

Webex Meeting

Meeting Number: 925464969

Meeting password: ADLC0420

Join by phone: +1-855-797-9485 US Toll free (Will require Meeting Number listed above)

Join from a video system or application:

Dial [925464969@montana.webex.com](tel:925464969)

You can also dial 173.243.2.68 and enter your meeting number

Join using Microsoft Lync or Microsoft Skype for Business:

Dial [925464969.montana@lync.webex.com](tel:925464969)

1. **Discussion** – Communication Site Lease (C Hill) between Anaconda-Deer Lodge County and New Cingular Wireless PCS, LLC– Mike Grayson/Bill Everett
2. **Discussion** - Durston Park Upgrades to the bronze feature corner. – Fred Boyer
3. **Discussion** – Placement of the Baseball Silhouette at Kennedy Common – Ray Haffey
4. **Discussion** – TASK Order 21-25-5-01-012-0 Anaconda-Deer Lodge County Unified Government Master Contract that Covers the Period of July 1, 2019 to June 30, 2026 – Maternal and Child Health Block Grant Program. – Leigh Ann Holmes
5. **Discussion** – TASK Order 21-25-5-21-006-0 – Master Agreement Effective October 1, 2020 between the State of Montana, Department of Public Health and Human Services and Deer Lodge County – WIC Program – Leigh Ann Holmes

6. **Discussion** –Proposal from Mr. Martelli to purchase Sections 1 and 12, Township 4N, Range 11 W, PM. M, Lot 2-1 of the Smelter Road Industrial Park Subdivision – Carl Hamming.
7. **Discussion** – Expansion of Anaconda-Deer Lodge County Fire District – Ben Krakowka/RJ Tocher
8. **Discussion** – Amended Old Works Golf Course Inc. Bylaws – Daryl Dodd or someone
9. **Discussion** – Report of Findings on the Neighborhood Washington Street Petition and a Request to schedule a Public Hearing – Mike Huotte
10. **Discussion** – Special Event Permit – Anaconda Catholic Community to hold a public rosary for America and our Nation at Durston Park – October 10, 2020 (pending certificate of insurance)
11. **Discussion** – Special Event Permit – Homecoming Parade October 9, 2020– Key Club
12. **Miscellaneous -**

Commissioner Mike Huotte:

Commissioner Steve Gates:

Commissioner Paul Smith

Commissioner Terry Vermeire:

Commissioner Kevin Hart:

CEO Bill Everett:

CA Ben Krakowka:

13. **Public Comment** – This is the time for members of the public to comment on items **NOT** appearing on this agenda that **fall within the Commission's jurisdiction**.
14. **ADLC Public Meeting Dates**
15. **Adjournment**

2020

Anaconda-Deer Lodge County Public Meetings

PHASE II: Boards are to limit group size (less than 50) and maintain social distance.

Board Vacancies can be viewed on the A-DLC website: <https://adlc.us>

September 21, 2020 - 10:00 a.m. Communication Board
Community Service Center, First Floor Conference

September 21, 2020 – 7:30 p.m. Search and Rescue Meeting
Search and Rescue Building – 1902 Smelter Road

September 22, 2020 - 8:30 a.m. Tree Board Meeting
Community Service Center – Third Floor Conference Room

September 22, 2020 - 6 p.m. Commission Work Session/Special Commission Meeting

Webex

lsturm@adlc.us

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September 24, 2020 - 5:00 p.m. Board of Health Meeting
Community Service Center – 118 E. 7th St.

September 24, 2020 – 6 p.m. Kennedy Common Alcohol Committee
Elks Club – Second floor

September 29, 2020 - - **NO COMMISSION MEETING – 5TH TUESDAY**

September 30, 2020 - 7 a.m. Airport Board Meeting
Bowman Field

October 1, 2020 – 6:00 p.m. Kennedy Common Alcohol Committee
Multi-Use Building – Kennedy Common

October 5, 2020 - 4:30 p.m. Hearst Free Library Board of Trustees
Hearst Free Library – 401 Main St.

October 5, 2020 - 5:30 p.m. Old Works Golf Course Board Meeting
Old Works Golf Course

COMMUNICATION SITE LEASE

THIS COMMUNICATION SITE LEASE ("Lease") is entered into this ____ day of **June** _____ 2020, between New Cingular Wireless PCS, LLC, Lessee, and Anaconda-Deer Lodge County, Montana, a consolidated city county government, Lessor.

1. PREMISES LEASED:

In consideration of the rents to be paid and the covenants to be performed by Lessee as set forth in this Lease, Lessor does lease to Lessee approximately 2,500 square feet of land more particularly described and approximately shown on the attached Exhibit B (the "Premises") located on Lessor's C-Hill property in Anaconda-Deer Lodge County, Montana more particularly described and approximately shown on the attached Exhibit A (the "Property").

2. EXTENSION OF TERM: The parties acknowledge that the Lease dated May 28, 2009 (the "Prior Lease") between Lessor and Alltel Communications LLC ("Alltel") for the Premises expired by its terms on May 1, 2018 and that Lessee, as successor-in-interest to Alltel, has continued occupying the Premises. The Lease has a new initial term of five (5) years ("New Initial Term") commencing on March 1, 2020 ("New Term Commencement Date"). As of the New Term Commencement Date, the term provided in the Prior Lease and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Lease will automatically renew, commencing on the expiration of the New Initial Term, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "Additional Extension Term" and each such Additional Extension Term shall be considered an extension term under the Lease), upon the same terms and conditions of the Lease without further action by Lessee unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least sixty (60) days prior to the expiration of the New Initial Term or the then current Additional Extension Term. The New Initial Term and, the Additional Extension Terms are collectively referred to as the Term ("Term"). Upon expiration of the Lease the Lease will continue on a year-to-year basis unless either party provides the other with one (1) year's notice of its intent to terminate.

3. RENT: Commencing on May 1, 2018, (when the Prior Lease expired), the current rent payable under the Lease shall be Two Thousand Five Hundred and 00/100 Dollars (\$2,500) per month (the "Rent"), and shall continue during the Term, subject to adjustment as provided herein. The monthly Rent shall increase by ten percent (10%) at the beginning of each Additional Extension Term.

4. USE OF PREMISES:

This Lease is made for the purpose of permitting Lessee to use the Premises at Lessor's C-Hill Communication Site for the installation, operation and maintenance of Lessee's communications tower, equipment and building(s). Lessee shall utilize the Premises in a good, business-like manner and according to the ordinary methods of operations employed in the industry. Lessee shall not use or permit to be used any part of the Premises for any purpose other than as stated in this Section 4. Lessee shall, at Lessee's expense, comply with all local, county, state and federal laws and regulations regarding the operation of its communication equipment. Lessee shall abide by the terms and conditions of all permits, easements and other agreements, if any, that affect the

Lessor's use of the Premises. Any permits, easements, or agreements are listed in the attached Communication Site Lease Addendum I, incorporated herein by reference. Lessee acknowledges it has read such other agreements, if applicable. Lessee may, with prior written notice to landlord, modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements located on the Premises, or relocate the same within the Premises at any time during the Term of this Lease for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason.

It is understood and agreed that Lessee's ability to use the Property is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities which will permit Lessee use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by Lessee; provided, Lessee shall reimburse Lessor for all costs and expenses it might incur in so cooperating with Lessee. In the event that any of such applications for such Governmental Approvals should be finally rejected or Lessee determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority or Lessee determines, in its sole discretion, that it will be unable to use the Premises for its intended purposes or Lessee determines that the Property is no longer technically compatible for its intended use, Lessee shall have the right to terminate this Lease. Notice of Lessee's exercise of its right to terminate shall be given to Lessor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Lessee. Upon such termination, this Lease shall be of no further force or effect except to the extent of the unmet obligations of Lessee arising prior to and upon lease termination, and the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, all the Parties shall have no further obligations, including the payment of money, to each other.

5. C HILL ACCESS:

Lessor agrees Lessee shall have free access to the Premises on the C Hill at all times during the Term of this Lease for the purpose of installing and maintaining the said equipment, subject to (i) the terms and provisions of this Lease; (ii) any restrictions lawfully imposed upon such access; and (iii) any reasonable access restrictions imposed by Lessor. It is agreed that only authorized engineers, employees or properly authorized contractors (collectively, "Authorized User(s)") of Lessee or persons under their direct supervision will be permitted to enter said Premises. All Authorized Users shall first be reasonably approved by Lessor prior to accessing the Premises.

6. TERMINATION:

In addition to any rights that may exist in the Lease, Lessee may terminate the Lease, in its sole and absolute discretion at any time with thirty (30) days prior written notice to Lessor for any or no reason. In such event, Lessee will pay Lessor twelve (12) months' rent upon termination at the then current Rent.

7. UTILITIES AND SERVICES:

Lessor shall pay for electricity, heating and air conditioning required for Lessee's operations.

8. INSTALLATION AND MAINTENANCE:

Lessee shall protect the Premises and keep it in a clean, sanitary and orderly condition. Lessee, at its own expense, shall maintain its equipment, including but in no way limited to the electrical and mechanical maintenance of antennas, transmitters, receivers and other equipment, and any related facilities. Installation and maintenance of Lessee's equipment shall be conducted by Lessee, or its approved contractor(s), in accordance with prevailing engineering standards to ensure that Lessee's equipment is at all times in conformance with the requirements of the Federal Communications Commission and all other public authorities having jurisdiction over Lessee's operations and the Lessor's installation and maintenance guidelines as outlined in the attached Communication Site Lease Addendum I. All contracting companies performing work on Lessee's equipment shall be reasonably acceptable to Lessor and Lessee shall supply the names and addresses of each approved contractor/vendor. All expenses incurred by Lessor to modify its facilities to accommodate Lessee or to perform installation or maintenance on behalf of the Lessee, or expenses incurred resulting from Lessee's negligent use of the Premises, shall be charged to Lessee.

- a. Any installation and construction activity must be conducted so as not to damage any other facilities or towers or to cause interference with the operation of the Lessor's communication equipment located on C-Hill or that of any other currently existing third party's communication equipment located on C-Hill.
- b. Because Lessee must cross Lessor's property to install power to the Premises, for any power lines installed after the effective date of this Lease, Lessor must approve of the method and manner of construction of the power lines and the location of said lines on its property, which approval will not be unreasonable-unreasonably withheld. Lessee shall restore Lessor's property to its original condition as practicable after installation of power is complete.
- c. Lessee shall maintain the Premises in a clean, sanitary and orderly condition.
- d. Subject to Section 4 of this Agreement, Lessee shall maintain and operate its equipment so as to not cause interference with the Lessor's communication operations or with the operations of any other currently existing third party's communication equipment located on C-Hill.
- e. The Lessor reserves the right to inspect the Premises upon at least five (5) business days' advance written notice to Lessee. Lessee shall be permitted to have a representative present during Lessor's inspection.

9. INTERFERENCE AND DEGRADATION OF LESSOR'S EQUIPMENT:

If the installation, operation or maintenance of Lessee's equipment in any way interferes with or degrades the installation, operation or maintenance of Lessor's equipment, or other then-existing equipment pre-dating Lessee's occupancy, Lessee shall immediately remedy said interference or degradation at its sole expense. If Lessee fails to take immediate action to remedy said interference, or degradation, Lessor, at its option, shall have the right to perform the work necessary to remedy said interference or degradation and charge Lessee for the cost, or Lessor shall have the right to disconnect Lessee's equipment. Lessor agrees that it will advise any future tenants of the Property to install only such radio equipment that is of the type and frequency which will not cause interference to Lessee's equipment. Lessor further agrees that it will advise the current tenants

should they desire to install additional equipment, to install equipment that is of a type and frequency which will not cause interference to Lessee's equipment. Lessor is not responsible to Lessee for equipment interference caused by other tenants and Lessor shall not be required to bring any legal action against the interfering tenant. Nothing in this section or Agreement shall be deemed to limit Lessee's right of action against the interfering tenant.

10. RIGHT OF ACCESS:

Lessee shall have a non-exclusive right of access for ingress and egress to the Premises, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along such route as reasonably designated by Lessor. Lessee may use Lessor's access rights where such use is consistent with the rights granted to Lessor. The rights granted to Lessee by Lessor with respect to this item are granted only to the extent and only so long as Lessor has the right to grant such access, otherwise Lessee shall be responsible for acquiring the appropriate access rights to provide legal access for the Lessee to the Premises. Lessor makes no warranty or representation that Lessee may use its access rights. There is further reserved to Lessor, its successors and assigns, the right of access and entry upon the Premises to make inspection and to ensure compliance with the terms of this Lease. All access rights arising under this Lease shall be subject to (i) the terms and provisions of this Lease; (ii) any restrictions lawfully imposed upon such access; and (iii) any reasonable access restrictions imposed by Lessor.

Lessor makes no warranty of any kind regarding legal access to the site for the use of the Lessee. Lessee may use Lessor's access rights where such use is consistent with the rights granted to Lessor. The rights granted to Lessee by Lessor with respect to this item are granted only to the extent and only so long as Lessor has the right to grant such access, otherwise Lessee shall be responsible for acquiring the appropriate access rights to provide legal access for the Lessee to the Premises. There is further reserved to Lessor, its successors and assigns, the right of access and entry upon the Premises to make inspection and to ensure compliance with the terms of this Lease.

11. ROAD MAINTENANCE:

Lessee shall be responsible for repairing any damage to the access road caused by the Lessee, its employees or contractors, providing Lessor can provide reasonable evidence that Lessee caused the damage.

12. TAXES:

Lessee shall be responsible for all taxes and assessments on its personal property located on the Premises.

13. INSURANCE:

(a) During the Term, Lessee will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Lessee's CGL insurance shall contain a provision including Lessor as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Lessee, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Lessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Lessor, its employees, agents or independent contractors; and

(iii) shall not exceed Lessee's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Lessee shall have the right to self-insure the coverages required in subsection (a). In the event Lessee elects to self-insure its obligation to include Lessor as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Lessor shall promptly and no later than thirty (30) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Lessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Lessee; and

(iii) Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit, or the like.

14. INDEMNIFICATION AND HOLD HARMLESS:

Except to the extent of any negligence or willful misconduct of Lessor, Lessee shall indemnify and hold Lessor, its agents and employees, directors, officers, successors, assigns, and guarantors harmless from any and all claims, judgments, liabilities, suits, costs and expenses (including reasonable attorney fees and court costs incurred enforcing this indemnification obligation or a third party claim) for liability for death or injury to persons or damage to property arising out of, or incident to Lessee's non-compliance with the terms of this Agreement, or the negligent use of the Premises by Lessee, its agents, servants, assigns, or any other person or party claiming by, through or under Lessee and to properly defend any litigation at the expense of Lessee which may be brought on any claim arising out of Lessee's non-compliance with the terms of this Agreement or negligent use of said Premises by Lessee, its agents, servants or assigns. These indemnification obligations shall survive termination of this Lease. Under no circumstances shall Lessee be liable for any incidental, consequential, punitive, or special damages arising out of or in connection with this Lease, including, without limitation, lost profits or loss of business.

15. THE ENVIRONMENT:

Lessee shall not dispose on the Premises any car oils or any other vehicle oils or fluids; diesel fluid or other petroleum hydrocarbons; batteries; asbestos; lead-based products; discarded equipment or vehicle bodies; polychlorinated biphenyls (PCBs); wood preservatives; solvents; urea formaldehyde foam insulation; pesticides or herbicides (except for lawn use); toxic or hazardous chemicals; or any other materials or substances the presence of which requires investigation or

remediation under any federal, state or local statute, regulation, ordinance, order, action or policy. Further, Lessee shall not install any underground storage tanks, septic systems or injection wells. Each Party will be responsible for the compliance of its activities on the Property with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as such laws may now or at any time hereafter be in effect, that are or were in any way related to the activities now conducted in, on, or in any way related to the Property. Each Party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (including without limitation for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) that Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as such laws may now or at any time hereafter be in effect; and b) any environmental conditions arising out of or in any way related to that Party's activities conducted on the Property; provided, that each Party's obligations hereunder shall be limited to the extent such noncompliance or environmental or industrial hygiene conditions are caused by the other; provided further and notwithstanding anything to the contrary contained herein, that Lessor shall be responsible for, and shall indemnify and hold Lessee harmless from any and all duties, responsibility and liability for any environmental or industrial hygiene conditions on the Property, or activity formerly conducted on the Property, except and only to the extent the same were caused by Lessee. These indemnification obligations shall survive termination of this Lease.

16. NO ASSIGNMENT AND NO SUBLEASE:

Lessee shall not assign, mortgage or encumber with any liens this Lease or the Premises, nor permit the Premises to be used by others, without the express written consent of Lessor and any appropriate permitting agency, if any, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee shall have the right to (i) lease or sublet the Premises and/or (ii) assign the Lease to an affiliate of Lessee, or any entity buying a majority of Lessee's assets, without the prior written consent of Lessor, provided that Lessee provides Lessor with notice of the same. Lessee shall indemnify and save harmless the Lessor against any such liens, claims or demands arising as a result of its breach of this Section. Lessor reserves the right to charge reasonable fees not to exceed two thousand and no/100 dollars (\$2,000.00) incurred in the review of any request for any assignment or sublease requiring Lessor's consent.

17. SURRENDER OF PREMISES TO LESSOR:

Lessee further agrees, at the termination of this Lease, whether by expiration of its term, by default or as otherwise provided, it will immediately surrender possession of the Premises to Lessor.

The parties agree that all improvements, including the communications tower, constructed, erected or placed by Lessee on the Premises shall be and remain the personal property of Lessee and may

be removed by Lessee as provided in this Section 17. Subject to Section 4 above, upon termination of this Lease, Lessee shall immediately remove all of its equipment and improvements and shall leave the Premises in the same condition as when first entered upon by Lessee, reasonable wear and tear excepted. Lessor may remove any property or improvements installed by or belonging to Lessee that remain on the Premises following termination, such removal, restoration and storage to be for the account of the Lessee and the Lessee's expense.

18. DEFAULTS:

In the event there is a default by Lessee with respect to any of the provisions of this Lease or its obligations under it, including the payment of rent, Lessor shall give Lessee written notice of such default. After receipt of such written notice, Lessee shall have fifteen (15) days in which to cure any monetary default and ~~ten (10)~~ thirty (30) days in which to cure any nonmonetary default, provided Lessee shall have such extended period as may be required beyond the ~~ten (10)~~ thirty (30) days if the nature of the cure is such that it reasonably requires more than ~~ten (10)~~ thirty (30) days and Lessee commences the cure within the ~~ten (10)~~ thirty (30) day period and thereafter continuously and diligently pursues the cure to completion within ~~sixty (60)~~ ninety (90) days from Lessee's receipt of such written notice. Lessor may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the same within the time periods provided in this paragraph. Upon Lessee's uncured default, Lessor may terminate this Lease and remove Lessee and its equipment from the Premises without the necessity of resorting to any legal action whatsoever, or pursue any other remedies available at law or equity. Notwithstanding the foregoing, upon notice from Lessor, Lessee shall immediately remedy any condition which interferes with Lessor's ability to provide utility service to its customers or Lessor may cure the default on Lessee's behalf at Lessee's sole cost and expense.

19. SUBORDINATION:

This Lease shall be subordinate to any mortgages or trust deeds that now exist or may hereafter be placed upon the Premises, to any and all advances made or to be made under them, to the interest and all obligations secured by them, and to all renewals, replacements and extensions of them; provided, however, that the holder of such mortgage or trust deed shall have delivered to Lessee a subordination, non-disturbance, and attornment agreement in form and content reasonably acceptable to Lessee.

20. ABANDONMENT:

Lessee shall not vacate or abandon the Premises at any time during the term, except as provided herein. Should Lessee vacate or abandon the Premises or be dispossessed by process of law or otherwise, such abandonment, vacation, or dispossession shall be a breach of this Lease and, in addition to any other rights which Lessor may have, Lessor may remove any personal property or improvements installed by or belonging to Lessee which remain on the Premises, such removal, restoration and storage to be for the account of Lessee and at Lessee's expense. The definition of "vacation" and/or "abandonment" for purposes of this section shall mean Lessee's non-use of the Premises for 180 consecutive days.

21. DESTRUCTION OF PREMISES:

In the event of a total or partial destruction of the Premises during the said Term from any cause, each party shall forthwith repair its own structures and equipment, provided such repairs can be

made within 180 days under the laws and regulations of state, federal, county or municipal authorities, but such partial destruction shall in no way annul or void this Lease, except that the rent reserved to be paid hereunder shall be equitably adjusted according to the amount and value of the undamaged space. If partial or total destruction causes the Lessee to operate its equipment in an unacceptable manner, Lessee may terminate this Lease. Should the total or partial destruction result from causes covered by the fire and extended coverage insurance furnished by the Lessee, the insurance proceeds shall be made available to the Lessor to affect the required repairs. If such repairs cannot be made within 180 days, this Lease may be terminated at the option of either party.

22. INSOLVENCY:

If any proceedings in bankruptcy or insolvency be filed against the Lessee or if any writ of attachment or writ of execution be levied upon the interest herein of the Lessee and such proceedings or levy shall not be released or dismissed within sixty (60) days thereafter, or if any sale of the leasehold interest hereby created or any part thereof should be made under the execution or other judicial process, or if the Lessee shall make any assignment for benefit of creditors or shall voluntarily institute bankruptcy or insolvency proceedings, the Lessor, at Lessor's election, and if consistent with applicable law, may re-enter and take possession of the Premises and remove all persons therefrom and may, at Lessor's option, and again if consistent with applicable law, terminate this Lease.

23. DISCLAIMER OF WARRANTIES:

Lessee represents that it has inspected the Premises and facilities to be leased and enters into this Lease based on its own inspection of the Premises. Lessor makes no representation or warranties whatsoever that the Premises leased or facilities used are suitable for the use to which they are to be put.

24. ENFORCEMENT:

In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Lease, the prevailing party in such action shall be awarded, in addition to other relief, its reasonable costs and expenses and reasonable attorney fees.

25. TIME OF THE ESSENCE:

Time is and shall be deemed of the essence with respect to the performance of each provision of this Lease.

26. WAIVER OF DEFAULT:

One or more waivers of any condition of this Lease by Lessor shall not be construed as a waiver of any further breach of the same condition, and the consent or approval of Lessor to any act shall not be deemed to waive or render unnecessary Lessor's consent or approval to any subsequent similar act by Lessee.

27. NOTICES:

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier,

postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # MTL02603
Cell Site Name: ANACONDA S. (MT); Fixed Asset No.: 10139646
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # MTL02603
Cell Site Name: ANACONDA S. (MT); Fixed Asset No: 10139646
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Lessor:

Anaconda-Deer Lodge County Chief Executive
800 South Main Street
Anaconda, MT 59711

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

28. BINDING EFFECT:

This Lease shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, provided that nothing in this paragraph shall be deemed to permit any assignment, occupancy or use contrary to Section 16 of this Lease.

29. REMEDIES/SEVERABILITY:

The remedies available to the Lessor herein shall not be deemed exclusive but in addition to the remedies provided under Montana law. If a part of this Lease is invalid, all valid parts that are severable from the invalid part shall remain in effect.

30. ENTIRE AGREEMENT:

The foregoing constitutes the entire Lease between the parties and supersedes any oral or written representation or agreements.

31. HEADINGS:

The headings are inserted for convenience only and are not to be interpreted as a part of this agreement.

32. AMENDMENTS:

This Lease shall not be changed except if done in writing and signed by Lessor and Lessee.

33. MEMORANDUM OF LEASE:

The parties shall execute a memorandum of lease (the "Memorandum of Lease") memorializing the terms of this Lease. Lessee, at its sole expense, shall have the right to file the Memorandum of Lease of record in the county and state where the Premises is located.

LESSOR:

Anaconda-Deer Lodge County,
a political subdivision of the State of
Montana

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: NOT FOR EXECUTION

By: NOT FOR EXECUTION

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**COMMUNICATION SITE LEASE
ADDENDUM I.**

C-HILL COMMUNICATION SITE

1. INSTALLATION:

All installation of Lessee's equipment will conform to the following:

A) The National Electrical Code and any other applicable national, state or local codes.
B) The installation standards and practices _____. Specific information is available upon request. Certain general standards follow:

- a) All attachments (antenna and feedline) to towers will meet or exceed Lessor's method of attachment.
- b) All equipment shall be mounted in 19" open racks - 7'-6" tall, unless other specific arrangements are made.
- c) All transmitters will have, as a minimum, band pass filtering on the waveguide, unless other specific arrangements are made.
- d) All equipment covers will be in place, and other measures required to limit interfering radiated signals will be used.
- e) All wiring, cabling, coaxes and feedlines shall be neat, properly anchored and without unnecessary slack or loops.
- f) All antennas and feedlines shall be grounded external to the building. All equipment shall be grounded (internally to the building) to the single-point grounding bus bar.

2. MAINTENANCE:

Lessee shall perform or have performed the necessary work required to keep the installed equipment in conformity with all applicable laws and the terms and conditions of the lease. The following guidelines will govern the work of Lessee and/or its approved contractor.

- A) Lessor will provide Lessee with a key or a designated location to obtain a key on a daily basis for the specific site being leased.
- B) Lessee or its contractor will notify Lessor of its intention to enter the site, the nature of the work to be performed and the anticipated date and time of arrival. Lessee or its contractor will contact Lessor's operations and maintenance trouble desk at (phone number) _____ and report when entering the station and when leaving the station. All temporary adjustments to Lessor's equipment will be cleared with Lessor prior to being made and returned to normal before leaving the Premises, unless instructed to do otherwise by Lessor's designated representative.
- C) Lessee will keep its equipment neat and clean and provide Lessor with copies of all renewals of permits and licenses necessary to occupy the site and operate its equipment.

3. PERMITS, ETC., AFFECTING LESSOR'S USE OF THE PROPERTY:

There are no permits, etc. granting Lessor the right to access and use the site as a communications facility.

Exhibit A

Legal Description of the Property

DRAFT

Exhibit B

Legal Description of the Premises

DRAFT

September 15, 2020

Anaconda Deer Lodge County Commissioners
800 South Main Street
Anaconda, MT 59711

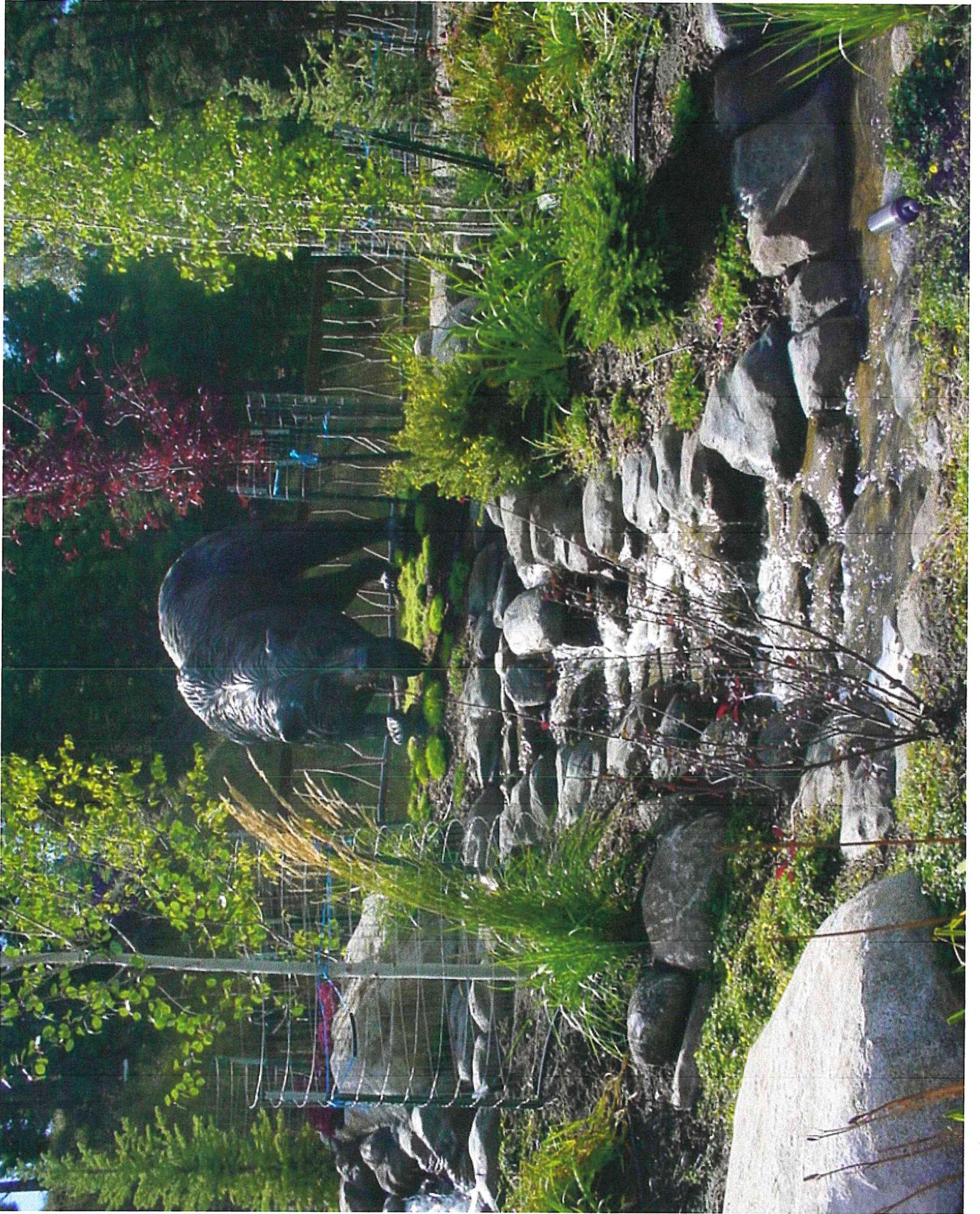
RE: Proposed Water Feature and Landscape Restoration – Durston Park

Dear Members of the Commission:

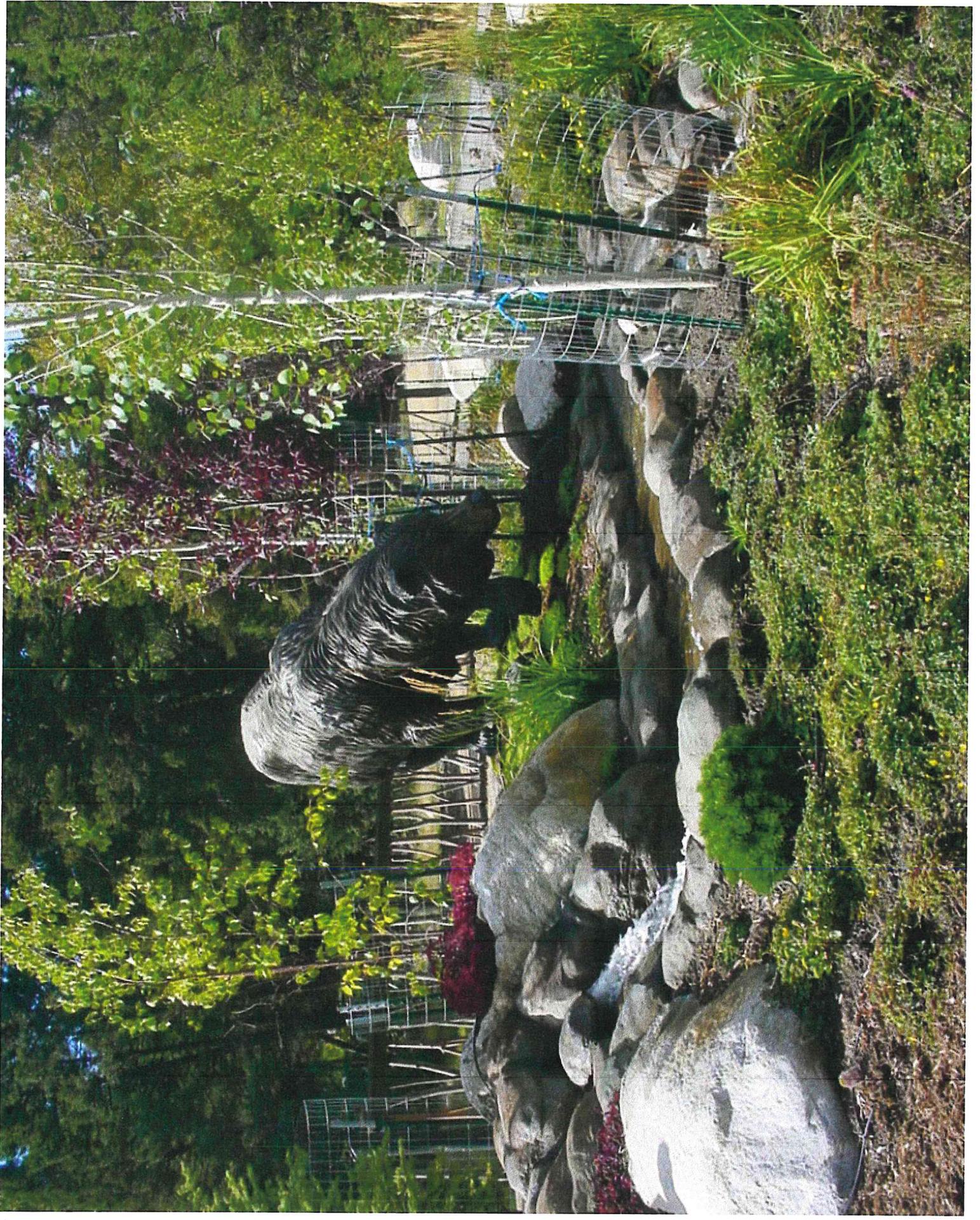
Fred Boyer presented his plans for a new water feature and landscape restoration in Durston Park at our board meeting on September 14, 2020. Unfortunately, we did not have enough attendees for a quorum. However, the four members present were unanimously impressed and in favor of Mr. Boyer's proposed upgrades to Durston Park.

Respectfully,

Toni M. Hofland
Chairman
Parks & Recreation Board









Note- Auto refill to be sourced by existing underground irrigation system in the park. The water feature will need to be winterized along with the existing underground irrigation system in the fall.

Above items for the Specifications of: Estimated: \$35,000.00

With payments to be made as follows: ½ down on project start date with the remaining sum to be paid upon completion and customer's satisfaction of the job.

Any alteration or deviation from above specifications involving extra costs will be executed only upon order by customer, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control.

Respectfully submitted, Boyer Landscape Design.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Note- This proposal may be withdrawn by us if not accepted within _____days.

We would like to thank you for this opportunity for doing business with you. Joe Boyer, Boyer Landscape Design.

Date of Acceptance_____

Signature_____

Joe Boyer – Owner



March 25, 2020

To Whom It May Concern:

I am writing you today to address a few issues that may come to fruition with our proposed project, as well as one additional concern that we as a community should seriously consider.

First of all we have proposed this new water feature with the assumption that there is an existing water line plumbed to the existing landscaped area. It is very important to remember that we will need a constant water supply to the water feature itself that will serve as the auto fill system as to not starve the pump of water in the event of splash loss, as well as evaporation. I will give you a quick example of how this works. It will be set up on a float system much like a toilette. As the water level goes down. It will activate the float valve to refill the water in the reservoir that feeds the pump. If we are able to use the existing water line that assumingly is currently in place, we will need to re-plumb it at the manifold system in the existing underground irrigation system valve or (manifold) box. This is to provide constant water in that line making it what is referred to as a (main Line). In doing so, we will not have additional water source at the feature for any additional landscaping, and or nursery stock. This is why in our proposal we are not including a cost for any additional plumbing that may be needed. I would advise that additional funds be set aside in the event that we have any issues with the current water line that we are assuming is in place, and or if we as a community would like to see any nursery stock (Trees etc.) In the event of adding nursery stock, we will need to irrigate this new stock efficiently and automatically with the existing underground irrigation system. That without a doubt would definitely enhance the project.

Secondly: The existing electrical work. We do know that there is an electrical source to the current feature. There is a significant chance that during demolition, and construction of the new feature that this source may be compromised and need to be repaired by a licensed electrician. We also may need additional voltage to run the new pumping system. Here again, we strongly feel that additional funds be set aside in the event that we need to call on an electrician to repair, and or provide additional electricity.

Finally: We are not including in the construction of the new feature any funding for Nursery stock (Trees etc.) or any landscape lighting, both of which would enhance the project dramatically by giving the aesthetical enhancement during both the daytime (Trees) and night time (Low Voltage Lighting) to the project. We again feel strongly that additional funding to be considered to provide these upgrades to the proposal. Our feeling is that we should have approximately 5k+ to provide funding for 3 aspen trees, and low voltage landscape lighting.

In Conclusion, we thank you for your interest in this project, and truly look forward to the opportunity in working with our community to enhance one of Anaconda's neglected gems. Please feel free to call on me Joe Boyer with any additional questions and or concerns with this project. Thank you again for this opportunity!

Sincerely,

Joe Boyer

Boyer Landscape Design & Snow Removal LLC.

10 Red Rock Ridge Road

Anaconda, MT. 59711

406-560-0777

August 26, 2020

Mr. Bill Evertt, Chief Executive
Anaconda Deer Lodge County
800 Main
Anaconda, MT 59711

Dear Bill,

In response to last evening's commission meeting directive, I am formally requesting the relocation of the historic baseball silhouette and home plate. After input from Anaconda citizens in the Anaconda Leader, letters/notes received and word on the street, it appears appropriate to relocate the baseball player somewhere on the corner of Main and Fourth.

I have enclosed a few pictures of historic baseball being played at Kennedy Commons. Anaconda has a rich history of youth and adult baseball and softball in the community. It is a positive reminder of an important community activity. I would appreciate your support and look forward to meeting with you and or a commissioner to review the proposed relocation site. Thank you.

Sincerely,



J. Ray Haffey

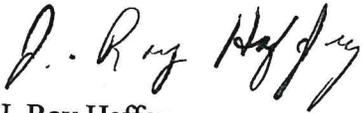
September 1, 2020

Mr. Kevin Hart
ADLC Commission Chairman
800 Main
Anaconda, MT 59711

Dear Kevin,

At last Tuesdays ADLC Commission meeting, I was advised to send a letter to Mr. Bill Everett, Chief Executive, regarding the new placement of the historic baseball silhouette at Kennedy Commons. After gaining feedback from multiple soources, the area around Main and Fourth would be the best location. I look forward to working together and completing what the commission advised me to do when options for the warming shed were being debated.

Sincerely,



J. Ray Haffey
153 Shirley Way
Anaconda, MT 59711
(406) 797-3557

enc.



Department of Public Health and Human Services

Early Childhood Family Support Division ♦ P.O. Box 4210 ♦ Helena, MT 59620-4210 ♦ fax: 406-444-2750

Steve Bullock, Governor

Sheila Hogan, Director

August 24, 2020

Certified Mail: **7018 2290 0000 2861 8624**

Leigh Ann Holmes
Anaconda-Deer Lodge County Health Department
115 W Commercial, PO Box 970
Anaconda, MT 59711

Dear Ms. Holmes,

Enclosed, please find a printed version of this year's Task Order (and needed Attachment documents) for your review and signature needs. I would like to welcome your county or organization to sign and return at your convenience. Please return the signed document within 25 days of the date of this letter.

A signed copy of the Task Order may be simply mailed to me at:

Jace Christensen
ECFSD Contracts
1625 11th Ave; USF&G Building
Helena, MT 59602

You may also scan the signed document and email it to me at Jace.Christensen@MT.gov.

If you have any questions, comments, concerns, or ideas how to further refine this process, as always; please feel free to contact me at Jace.Christensen@MT.gov or 406-444-5925.

Thank you, and I hope you're having a great day!

JACE CHRISTENSEN
Contracts Coordinator
Fiscal Services Section
Fiscal & Operations Bureau
Early Childhood & Family Service Division

TASK ORDER 21-25-5-01-012-0
TO ANACONDA-DEER LODGE COUNTY UNIFIED GOVERNMENT MASTER
CONTRACT
THAT COVER THE PERIOD OF July 1, 2019 to June 30, 2026
Maternal and Child Health Block Grant Program

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are 1400 E Broadway Room A116, PO Box 202951, Helena, MT 59620 and 406-444-4119 and Anaconda-Deer Lodge County Health Department (hereinafter referred to as the "Contractor"), whose federal ID number, mailing address, fax number, and phone number are 81-6001354, 115 W Commercial, PO Box 970, Anaconda, MT 59711, and 406-563-7863 for the purpose of committing the Contractor to provide health related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 1: PURPOSE

The Contractor agrees to provide maternal and child health services, as described in the Contractor's June 2020 Pre-Contract Survey for the Maternal and Child Health Block Grant (MCHBG), for the timeframe of October 1, 2020 to September 30, 2021 and as outlined in Section 2: Services to be provided for all residents of Deer Lodge County.

A. COVID-19 Response:

1. The Health Resources and Services Administration allows redirection of MCHBG funds to support necessary response to COVID-19. Subject to the written approval of the Department, it can be used to support staffing, COVID-19 programmatic work, and emergency response.
2. There is flexibility in the MCHBG deliverables and due dates detailed in this Task Order. This is contingent upon approval from applicable State staff, expressly the MCHBG Program Specialist and FICMMR Program Specialist.

SECTION 2: SERVICES TO BE PROVIDED

The Contractor agrees to provide:

A. Maternal and Child Health (MCH) Services

1. Comply with the requirements of Title V: MCHBG, Section 501 to 510 [42 U.S.C. 701 to 710]; and ARM 37.57.1001 governing the MCHBG.
2. Except as permitted in Section 1(A), ensure that MCHBG funds are used solely for providing core MCH services to pregnant women, nonpregnant women of childbearing age, infants younger than one year of age, children and adolescents under age 22, or children with special health care needs.
3. Send the MCHBG Coordinator to the annual Family and Community Health Bureau sponsored MCHBG training.
4. Systematically collect data elements required by this task order and submit the reports by the designated due dates as outlined in Section 4.
5. Counties with an annual allocation amount greater than \$50,000 will submit an annual budget by October 1, 2020, on Attachment D, for the 10/1/20 to 9/30/21 time-period.
6. Assess county MCH services by conducting a Client Survey and use the results to help with program planning and selection of the national or state performance measure to be addressed by the Contractor. Results of the Client Survey must be retained by the Contractor and submitted with Attachment B, expressly referenced as the 2021 MCHBG Annual Financial and Data Report, to the Department's MCHBG Liaison.
7. Have on file a copy of the referral and follow-up procedure for MCH clients sent for care to other providers or facilities, such as: hospitals, Community Health Centers, Federally Qualified Health Centers, and private practice physicians.
8. Have on file a copy of the referral and follow-up procedure for clients who are children and youth with special health care needs (CYSHCN), *including referrals to care coordination.*
9. Provide any of the services described in this section, which the Contractor has contracted to provide hereunder, free of charge to an individual or member of a family whose income equals or falls below either the relevant level stated below, or any other level set by the Contractor which is higher:

<u>Size of family unit</u>	<u>Maximum income level/year</u>
1	\$12,760
2	\$17,240
3	\$21,720
4	\$26,200
5	\$30,680

6	\$35,160
7	\$39,640
8	\$44,120

(For family units with more than eight members, add \$5,600 for each additional member.) Individual eligibility must be documented in the client's record. NOTE: Because the above maximum income levels are established by the U.S. Department of Health and Human Services and are subject to revision by that department, the Department may modify the above maximum income levels by sending the Contractor written notice of new levels. The modification will be effective upon the date the Contractor receives the notice.

10. Establish a fee schedule which adjusts the charges to the income, resources, and family size of each individual, and publish the fee schedule if the Contractor imposes any allowable charges for services funded under this task order to individuals other than those described in 2A (8).
11. Implement and evaluate two program activities to address national or state performance measure(s), as selected on the Contractor's June 2020 Pre-Contract Survey for the Maternal and Child Health Block Grant. Counties with an annual allocation greater than \$10,000 may implement activities for two different performance measures. Activity details are subject to approval by the Department's MCHBG Liaison. The Contractor's selected performance measure for federal fiscal year 2021 is as follows: *NPM 1: Well-Woman Visit - Percent of women, ages 18 through 44, with a preventive medical visit in the past year.*
12. Conduct specific planning for, or implementation of a performance measure activity at least once every quarter as pertains to the national or state performance measure(s) referenced in 2A (10), until both activities have been completed. A report will be submitted 15 days after the end of every quarter on Attachment C.
13. Respond to requests from the Department within one week.
14. Include the following paragraph when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

"This project is/was 100% supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and

Human Services (HHS) under CFDA # 93.994 for Maternal and Child Health Services, the total Anaconda-Deer Lodge County Health Department award amount for October 1, 2020 to September 30, 2021 is \$7405. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.”

- B. Fetal, Infant, Child, Maternal Mortality Review and Prevention (FICMMR)
1. Comply with the requirements of MCA 50-19-401 to 50-19-406 governing the Fetal, Infant, Child, and Maternal Mortality Reviews, and formally review with FICMMR team members annually.
 2. Review and report all fetal, infant, child, and maternal deaths occurring in the county jurisdiction by an existing Fetal, Infant, Child, and Maternal Mortality Review (FICMMR) Team - either the Contractor's own team or through written agreement with a neighboring county's team. Each county will have its own, local FICMMR Leader who is responsible for that county's FICMMR deliverables under this contract.
 3. The local FICMMR Leader must maintain on file annually a confidentiality statement signed by all team members and all in-coming new members. The confidentiality statement will also be reviewed and signed by team members at each meeting.
 4. The local FICMMR Leader must notify the Department of any change in review team membership, by updating and submitting their FICMMR County Operational Plan that includes the name, occupation, and phone number of each member within 30 days of the change.
 5. The local FICMMR Leader must ensure that all fetal, infant, and child deaths occurring in calendar year 2019 will be reported in the National Fatality Review Case Reporting System by November 1, 2020.
 6. The local FICMMR Leader must ensure that all maternal deaths occurring in calendar year 2019 will be completed electronically on the Montana Maternal Mortality Case Review Reporting Form and submitted to the Department's FICMMR Program Coordinator, by November 1, 2020. The maternal form must be sent through the State's Secure File Transfer System via e-PASS.
 7. Send the local FICMMR Leader to the Family and Community Health Bureau sponsored annual FICMMR Training.

8. The local FICMMR Leader must attend the Department's FICMMR conference calls. If the local FICMMR Leader is unable to attend the call they must notify the Department's FICMMR Program Coordinator at least 48 hours prior to call time or identify a replacement.
 9. Implement and evaluate one evidence-based/informed or best-practice injury-prevention activity (EBIBP), as detailed on the June 2020 Pre-Contract Survey, and subject to approval by the Department's FICMMR Coordinator.
- C. The Department agrees to provide the Contractor with statistical data reports, technical assistance and consultation concerning the services required by this Task Order, to the extent the Department's resources allow.

SECTION 3: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

Performance of this task order shall begin October 1, 2020, and the services provided pursuant to Section 2 must be completed by September 30, 2021.

SECTION 4: COMPENSATION, REPORTS, DELIVERABLES, AND DUE DATES

The Department will pay the Contractor the following for the Title V MCH Block Grant Services outlined in this task order contingent upon the receipt and approval of the required reports and deliverables as outlined below. Failure to fulfill a deliverable requirement will result in a pro-rated deduction, based on the Contractor's annual funding amount divided by the annual number of deliverables.

Submitting these reports in a timely manner is important, and connected to reporting required from the Department by the Health Resources and Services Administration.

- A. \$1481 as soon as possible after January 15, 2021, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or State FICMMR Program Coordinator as appropriate:
1. Due by October 1, 2020: From counties with an annual allocation amount greater than \$50,000, a budget on the form requested by the department (Attachment D), for the 10/1/20 to 9/30/21 time-period.
 2. Due by October 15, 2020: From counties with their own FICMMR Review Team: an updated FICMMR Operational Plan; or from counties utilizing another county's FICMMR Review Team: an updated county to county Memorandum of Agreement.

3. Due by November 1, 2020: All calendar year 2019 Fetal, Infant, Child, and Maternal Mortality review case reports;
 4. Due by January 15, 2021: The MCHBG Quarterly Report (Attachment C), for the 10/1/20 to 12/31/20 time-period.
- B. \$1481 as soon as possible after April 15, 2021, for the provision of Title V MCHBG services and the following required report has been received by the due date and approved by the Department Liaison:
1. Due by April 15, 2021: The MCHBG Quarterly Report (Attachment C), for the 1/1/21 to 3/31/21 time-period.
- C. \$1481 as soon as possible after July 15, 2021, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
1. Due by June 15, 2021: Completion of MCHBG Pre-Contract Survey
 2. Due by July 15, 2021: The MCHBG Quarterly Report (Attachment C), for the 4/1/21 to 6/30/21 time-period;
 3. Attendance by the Contractor's MCHBG Coordinator or Contract Liaison to the required annual MCHBG training
 4. Attendance by the Contractor's FICMMR Leader to the required FICMMR annual training during 2021.
- D. \$1481 as soon as possible after October 15, 2021, for the provision of Title V MCHBG services and the following required reports and deliverables have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
1. Due by October 15, 2021: The MCHBG Quarterly Report (Attachment C), for the 7/1/21 to 9/30/21 time-period;
 2. Due by October 15, 2021: The FICMMR Injury Prevention Activity Report (Attachment C);
- E. \$1481 as soon as possible after November 15, 2021, for the provision of Title V MCHBG services and the following required reports and deliverables for October 1, 2020 to September 30, 2021 have been received by the due date and approved by the Department Liaison or FICMMR Program Coordinator as appropriate:
1. Due by November 15, 2021: The MCHBG Compliance and Activities Report (Attachment A)
 2. Due by November 15, 2021: The MCHBG Financial and Data Report (Attachment B)
 3. Due by November 15, 2021: A summary of the results from the Contractor's

Client Surveys.

4. Due by November 15, 2021: From counties with an annual allocation amount greater than \$50,000, actual spent on the budget form requested by the department (Attachment D), for the 10/1/20 to 9/30/21 time-period.

SECTION 5: SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. Payments under this task order are contingent upon receipt of funding from the Maternal Child Health Block Grant (CFDA # 93.994).
- B. Contractor receipt of their MCH Block Grant allocation under this task order is contingent upon submission of all previous years' required reports as indicated in the Contractor's FFY 2020 MCH Block Grant Task Order.
- C. Requests for an extension of time to submit deliverables or reports past their due date *must be made in writing to the Department's Liaison before the due date*. The request must include the compelling reason the original due date could not be met. An extension due date will be set by mutual agreement between the Department and Contractor liaisons. If no request for an extension is made before the original due date, or if the extension due date is not met, the payment associated with that deliverable or report is forfeited.
- D. If the Contractor does not completely expend by December 31, 2021, all of the funds received pursuant to Section 4 (1) through (6) for performance of this task order, the Contractor agrees to refund the balance of those funds to the Department by January 15, 2022.
- E. In providing the services under this task order, the Contractor agrees that it will expend from non-federal Contractor resources \$3 for every \$4 of the MCH Block Grant funds referred to in Section 4 and expended in performance of this task order. For purposes of this task order, non-federal Contractor resources do not include state general funds for which the Contractor is a recipient. Therefore, the Contractor may not include state general funds the Contractor receives as "contractor match" for purposes of this section. The Contractor must ensure that any program income (e.g., income from fees, or any interest or other investment income earned on funds advanced to the Contractor under this task order) accruing to the Contractor from activities funded, in whole or in part, under this task order is used only for the allowable program costs described in this task order.
- F. The Contractor is responsible for the establishment and implementation of policies and procedures for charging, billing, and collecting funds for the allowable services provided under this task order. Billing and collection procedures must have the following characteristics:

1. Charges are based on a cost analysis of all services provided. Where applicable, bills are given directly to the client or to another payment source such as Medicaid, Medicare, or private insurance.
2. Clients whose documented income is at or below the income levels established in Section 2A (9) may not be billed, although third parties must be billed who are legally obligated to pay for the services.
3. Bills to third parties must show total charges without applying any discounts or adjustments based upon the fee schedule established by the Contractor pursuant to Section 2A (10).
4. Bills to clients must show total charges, less any discounts or adjustments, based upon the fee schedule established by the Contractor pursuant to Section 2A (10).
5. Bills for minors obtaining confidential services must be based on the resources of the minor.
6. Reasonable efforts to collect bills include mailing of bills when client confidentiality is not jeopardized.
7. A method of the aging of outstanding accounts must be established.
8. Clients must not be denied services because of the inability to pay.

SECTION 6: LIAISONS AND SERVICE OF NOTICES

- A. Blair Lund (406) 444-0276, blund@mt.gov or her successor will be the MCHBG Liaison for the Department. Kari Tutwiler (406) 444-3394, ktutwiler@mt.gov or her successor will be the FICMMR Liaison for the Department.
- B. Leigh Ann Holmes will be the MCHBG Liaison for the Contractor, and will be the FICMMR Liaison for the Contractor.

These persons serve as the primary contacts between the parties regarding the performance of the task order.

- C. Written notices, reports and other information required to be exchanged between the parties must be directed to the Department's Liaison at the parties' addresses set out in this task order.

SECTION 7: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this contract. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified as follows:

Kristen Rogers, Kristen.rogers@mt.gov, (406) 444-4743 is the Bureau Chief for the Department. The Department Bureau Chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained, then the Contractor may request a review and determination to be made by the Division Administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the Division Administrator to present its reasons or position on the disagreement. If the Division Administrator cannot resolve the dispute, the reasons for the Department's position on the issues in dispute must be presented to the Contractor in writing.

SECTION 8: SCOPE OF TASK ORDER

This task order consists of nine (9) numbered pages, Attachment A expressly referenced as the 2021 MCHBG Compliance and Activities Report, Attachment B expressly referenced as the 2021 MCHBG Annual Financial and Data Report, Attachment C expressly referenced as the 2021 MCHBG Quarterly County Progress Report Template, and Attachment D, expressly referenced as the County Public Health Department Budget Form.

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____
Jamie Palagi, Administrator
Department of Public Health & Human Services
Early Childhood & Family Support Division
1625 11th Avenue
Helena MT 59620-2951
(406) 444-6676

ANACONDA-DEER LODGE COUNTY

By: _____ Date _____
Deer Lodge County Commissioner

(Attachment C)

October 2020 – SEPTEMBER 2021, MONTANA MATERNAL AND CHILD HEALTH BLOCK GRANT
QUARTERLY COUNTY CONTRACTOR PROGRESS REPORT

County Name:

Name of Person Completing Report:

This report is for the following quarter: (please check appropriate box below)

<input type="checkbox"/>	1 st Quarter: 10/1/20 – 12/31/20 (due 1/15/21)
<input type="checkbox"/>	2 nd Quarter: 1/1/21 – 3/31/21 (due 4/15/21)
<input type="checkbox"/>	3 rd Quarter: 4/1/21 – 6/30/21 (due 7/15/21)
<input type="checkbox"/>	4 th Quarter: 7/1/21 – 9/30/21 (due 10/15/21)

Performance Measure(s): (please check below)

<input type="checkbox"/>	NPM 1 -	Well-Woman Visit: Percent of women, ages 18 through 44, with a preventive medical visit in the past year. <i>Domain 1</i>
<input type="checkbox"/>	NPM 5 -	Infant Safe Sleep: a) percent of infants placed to sleep on their backs; b) percent of infants placed to sleep on a separate approved sleep surface; and, c) percent of infants placed to sleep without soft objects or loose bedding. <i>Domain 2</i>
<input type="checkbox"/>	NPM 9 -	Bullying: Percent of adolescents, ages 12 through 17, who are bullied or who bully others. <i>Domain 5</i>
<input type="checkbox"/>	NPM 13.2 -	Oral Health: b) Percent of children, ages 1 through 17, who had a preventive dental visit in the past year <i>Domain 3</i>
<input type="checkbox"/>	SPM 1 -	Access to Public Health Services: Number of clients ages 0 – 21, and women ages 22 – 44 who are served by public health departments in counties with a corresponding population of 4,500 or less. <i>Domain 6</i>
<input type="checkbox"/>	SPM 2 -	Family Support and Health Education: Number of clients ages 0 – 21, and women ages 22 – 44 who are assessed for social service and health education needs; and are then placed into a referral and follow-up system or provided with health education as needed. <i>Domain 6</i>

The six MCH population domains are: 1) Women / Maternal Health (Ages 15 - 44), 2) Perinatal / Infant Health (Age <1), 3) Child Health (Ages 1 - 10), 4) Children and Youth with Special Health Care Needs, 5) Adolescent Health (Ages 11 - 19), and 6) Cross-Cutting / Systems Building.

MCHBG Activities Undertaken / Planned - Please describe any significant activities or planning efforts during this quarter, pertaining to your county's performance measure(s). This might include progress towards activity goals, using the evaluation strategies described on the Pre-Contract Survey. Include any collaborative efforts with other organizations.

A large, empty rectangular box with a thin black border, intended for the user to provide details about MCHBG activities undertaken or planned during the quarter. The box is currently blank.

Operational Challenges - Please describe any challenges or issues in working towards activity goals during this quarter, and any lessons learned.

[Empty text box for reporting operational challenges and lessons learned.]

For required EBIBP FICMMR Injury Prevention Activity – The FICMMR task order requires that counties plan, implement, and evaluate one injury-prevention activity per year that is evidence-based/informed, or a best practice (EBIBP) to be completed by 9-30-2021.

Please report on EBIBP progress and final results in detail:

ALSO, inform us early on if challenges or changes arise: how you addressed it; if you need help or ideas from other counties; or need to change your EBIBP?

Address each item below as applicable:

- a. Progress on goal(s)? When done, what went well? What are you proud of?
- b. Provide pre and post survey comparison results;
- c. Lessons learned;
- d. Who was served, for example: high school seniors;
- e. Were there partnerships with other organizations, if so, who?
- f. Provide numbers, for example:
 - Number of students that received SOS suicide prevention education
 - Pre/Post SOS training results, such as was there an “Increase in stated ability to implement Act, Care, Tell?”
 - Number of car seats inspected; number installed incorrectly; number donated?

For *any* other Injury Prevention Activity – Many counties continue to provide information on other injury prevention education and services. For this quarter, please tell us:

- a) What was the activity or service?
- b) Who participated, for example: middle school students;
- c) Were there partnerships with other organizations, if so, who?
- d) Total number served or best estimate you can provide.

Maternal & Child Health Block Grant - Federal Fiscal Year 2021

County Public Health Department Budget Form

Required for Counties with MCHBG Allocation Over \$50,000

Initial Budget due 10/1/2020, Actual Spent due 11/15/21

(Actual form provided as Excel spreadsheet)

Attachment D

County Name:

	MCHBG Funding Allocation	County Match	Total	Actual Spent as of 9/30/20
(Enter County Allocation & 75% Match)	\$0	\$0.00	\$0.00	\$0.00

Performance Measure Activities:

Salary & Benefits			\$0.00	
Supplies			\$0.00	
Promotion			\$0.00	
Travel			\$0.00	
Overhead			\$0.00	
Other*			\$0.00	

FICMMR:

Child Death Review Teams			\$0.00	
Injury Prevention Activity			\$0.00	

Administrative:

			\$0.00	
--	--	--	--------	--

(Subtract expenses from allocation and match amounts, to equal zero.)

\$0.00	\$0.00	\$0.00	\$0.00
--------	--------	--------	--------

*Specify detail of "Other" Category:



**FFY 2021 DRAFT
Maternal & Child Health Block Grant (MCHBG)
Compliance and Activities Report**

Administrative Information

This report verifies county compliance with MCHBG Task Order requirements and should be filled out by the Contract Liaison/MCHBG Contact. The time-frame covers Federal Fiscal Year 2021 (10/1/20 - 9/30/2021). If you have any questions or concerns please contact the MCHBG Task Order Liaison.

* 1. County Name:

* 2. IMPORTANT - Email a summary of your county health department's Client Survey results to the DPHHS MCHBG Contract Liaison (must be a Word document or PDF).

How were your county health department's Client Survey results used for Program Planning? (Please provide at least 1, and up to 3 examples)

Example #1

Example #2

Example #3

* 3. Does your county have a Client Referral & Follow-Up Procedure on file?

Yes

No



**FFY 2021 DRAFT
Maternal & Child Health Block Grant (MCHBG)
Compliance and Activities Report**

Administrative Information (Pg. 2)

* 4. Are services provided free of charge to clients AT or BELOW the federal poverty level?

- Yes
- No

* 5. What is your procedure when a client, who is ABOVE the federal poverty level, is in need of services? (For example, a sliding scale for fees, based on income.)

* 6. Does your county have a Memorandum of Understanding (MOU) regarding coordination of services with local Indian reservations? This can also be a written description of interagency coordination efforts.

- Yes
- No
- N/A



FFY 2021 DRAFT
Maternal & Child Health Block Grant (MCHBG)
Compliance and Activities Report

FICMMR Information

7. If a neighboring county's team conducts your county's FICMMR reviews, please enter the name of that county below:

* 8. Please summarize the FICMMR injury-prevention activities or campaigns your county implemented during the reporting period (10/1/20 - 9/30/21). At least one activity / campaign description is required.

Activity #1

Activity #2

Activity #3



**FFY 2021 DRAFT
Maternal & Child Health Block Grant (MCHBG)
Compliance and Activities Report**

Performance Measure Selection

* 9. Which National or State Performance Measure(s) (NPM/SPM) did your county select for the reporting period (10/1/20 to 9/30/21)?

- NPM 1 - Well-Women Preventive Care Visit
- NPM 5 - Infant Safe Sleep
- NPM 9 - Bullying Prevention
- NPM 13.2 - Children's Oral Health
- SPM 1 - Access to Public Health Services
- SPM 2 - Family Support & Health Education

* 10. What was the result of your county health department's NPM/SPM activities? **Please be specific (i.e. numbers), and refer to the evaluation plans and goals submitted on the FFY 2021 Pre-Contract Survey.** At least 2 activity outcome descriptions are required.

Outcome of Activity and Goal Results #1

Outcome of Activity and Goal Results #2

Outcome of Activity and Goal Results#3

* 11. How did your county use the results listed above, and/or other information, for selecting its FFY 2022 NPM/SPM (10/1/21 to 9/30/22)?

12. How can the DPHHS/MCHC section assist you with your FFY 2022 NPM/SPM activities?

* 13. I certify that the information on this Compliance and Activities Report is correct, and verify compliance with the Federal Fiscal Year 2021 Maternal Child Health Block Grant Task Order:

Name of Person

Completing Compliance
and Activities Report

Date

Email Address

Individuals Served by Race - Listed by Population Category
 Attachment B: MCHBG FINANCIAL & DATA REPORT, for Federal Fiscal Year 2021 (October 1, 2020 - September 30, 2021)
 DUE: November 15, 2021

County:

DRAFT

Population Category	Unduplicated number of persons served	Race <i>For each population category, please count each person only once by their race.</i>			
		White	American Indian	More than one race	Other/Unknown
Pregnant Women Any pregnant women receiving any service.					
Infants under 1 year All infants under 1 year of age receiving services.					
Children 1 year to 22 years All children 1 year of age through their 21st year, not including CSHCN. DO NOT count school screenings.					
Children with Special Health Care Needs Children birth through their 21st year who have problems requiring more than routine and basic care and/or have a diagnosed disorder.					
Others Particularly non-pregnant women age 22 to 45 (through their 44th year)					
TOTAL					
Group Encounters Include school and day care screening numbers. Group Encounter numbers are not included in above categories, as there is probably some duplication.					

Budget and Expenditures by Population Category

Attachment B: MCHBG FINANCIAL & DATA REPORT, for Federal Fiscal Year 2021 (October 1, 2020 - September 30, 2021)

DUE: November 15, 2021

County:

DRAFT

Population Category	Non-Federal County Matching Funds		MCH Block Grant Funding	
	Budgeted (75% of MCHBG Funds)	Spent (Total County Expenditure)	Budgeted	Spent
Pregnant Women Any pregnant women receiving any service.				
Infants under 1 year All infants under 1 year of age receiving services.				
Children 1 year to 22 years All children 1 year of age through their 21st year, not including CSHCN. Do not include group encounter costs.				
Children with Special Health Care Needs Children birth through their 21st year who have problems requiring more than routine and basic care and/or have a diagnosed disorder.				
Others Particularly non-pregnant women age 22 to 45 (through their 44th year).				
Group Encounters For all clients ages 0 through 21, and women ages 22 through 44. Including costs for school and daycare screenings.				
TOTALS <i>(These need to match totals on Service Expenses tab.)</i>				

Budget and Expenditures by Types of Service

Attachment B: MCHBG FINANCIAL & DATA REPORT, for Federal Fiscal Year 2021 (October 1, 2020 - September 30, 2021)

DUE: November 15, 2021

DRAFT

County:

Service Category	Non-Federal County Match		MCH Block Grant	
	Budgeted (75% of MCHBG Funds)	Spent (Total County Expenditure)	Budgeted	Spent
<p>1. Direct Health Care Services: preventive, primary, or specialty clinical services where MCHBG funds are used to reimburse or fund providers <i>through a formal process</i>. Do not include costs which are reimbursed by other payers. Any cumulative amounts entered here must be accounted for in detail on the Direct Service Detail tab. It is preferred to NOT use MCHBG funds for direct services if at all possible.</p>				
a. Preventive and primary care services for all pregnant women, mothers, and infants up to age one				
b. Preventive and primary care service for children				
c. Services for CYSHCN				
<p>2. Enabling Services: non-clinical services that enable individuals to access health care and improve health outcomes. Examples include: case management, care coordination, transportation, health education, and health professional salaries.</p>				
<p>3. Public Health Services and Systems: activities and infrastructure to carry out core public health functions and essential services. Examples include: needs assessment, program planning, quality assurance, workforce development, population-based disease prevention and health promotion campaigns.</p>				
<p>4. Administration: Limited to 10% of MCHBG funds. Examples include: bookkeeping, legal aid, and supervision of persons who are not health professionals.</p>				
TOTALS				
<i>(Needs to match totals on Population Expenses tab.)</i>				

Direct Service Expenditure Details by Service Type

Attachment B: MCHBG FINANCIAL & DATA REPORT, for Federal Fiscal Years 2021 (October 1, 2020 - September 30, 2021)

DUE: November 15, 2021

DRAFT

County:

Most counties will not have amounts to enter on this form -

Check the specific types of Direct Services as reported on the <i>Service Expenses Report (previous tab)</i> . Provide the total amount of MCHBG funds expended for each.	Place an "X" if service provided	Non-Federal County Match		MCH Block Grant	
		Budgeted	Spent	Budgeted	Spent
1. Pharmacy					
2. Physician Office Services					
3. Hospital Charges (Includes Inpatient and Outpatient)					
4. Dental Care (Does Not Include Orthodontic Services)					
5. Durable Medical Equipment and Supplies					
6. Laboratory Services					
7. Other (Specify)					
TOTALS					



Department of Public Health and Human Services

Early Childhood Family Support Division ♦ P.O. Box 4210 ♦ Helena, MT 59620-4210 ♦ fax: 406-444-2750

Steve Bullock, Governor

Sheila Hogan, Director

August 31, 2020

Certified Mail: **7018 2290 000 2861 8907**

Leigh Ann Holmes
Deer Lodge County
PO Box 970
Anaconda, MT 59711

Dear Ms. Holmes,

Enclosed, please find a printed version of the FFY 21 WIC Task Order 21-25-5-21-006-0 (and needed Attachment documents) for your review and signature needs. I would like to welcome your county or organization to sign and return at your convenience. Please return the signed document within 20 days of the date of this letter.

A signed copy of the Task Order may be simply mailed to me at:

Jace Christensen
ECFSD Contracts
1625 11th Ave; USF&G Building
Helena, MT 59602

You may also scan the signed document and email it to me at Jace.Christensen@MT.gov.

If you have any questions, comments, concerns, or ideas how to further refine this process, as always; please feel free to contact me at Jace.Christensen@MT.gov or 406-444-5925.

Thank you, and I hope you're having a great day!

JACE CHRISTENSEN
Contracts Coordinator
Fiscal Services Section
Fiscal & Operations Bureau
Early Childhood & Family Service Division

TASK ORDER NUMBER 21-25-5-21-006-0

**TO THE MASTER AGREEMENT
EFFECTIVE OCTOBER 1, 2020
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND DEER LODGE COUNTY**

WIC Program

SECTION 1. PARTIES

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Deer Lodge County Health Department ("Contractor"), Federal ID Number 81-6001354 and PO Box 970, Anaconda, MT 59711.

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of the WIC Program is to provide nutrition education, breastfeeding support, supplemental foods, and referrals to community resources to eligible women, infants and children up to 5 years old. The region served by this Contractor is Deer Lodge and Powell County(s) and possible residents of surrounding counties. The Contractor may serve any eligible participants who live in Montana and choose to obtain services at this site.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from October 1, 2020 through September 30, 2021.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Contractor agrees to provide the following services:
 - 1. Conduct the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) by assuming all administrative, financial and professional health service responsibilities for the WIC Program within the region noted in Section 2. The Contractor

shall administer the WIC Program in accordance with the current regulations contained in 7 CFR Parts 246 and 3016, the WIC State Plan, United States Food and Nutrition Service (FNS) guidelines and instructions, and their Master Contract. Copies of the Montana WIC State Plan are available on the DPHHS WIC website www.wic.mt.gov and the federal regulations governing the WIC Program may be found at the FNS/USDA.GOV website at <https://www.fns.usda.gov/wic/wic-laws-and-regulations>.

2. Provide performance, activity and fiscal reports required by the Department.
3. Assure that each staff person employed in the WIC Program who is reimbursed with WIC or in-kind funds or works as a volunteer and has contact with WIC applicants/participants:
 - a) Completes the employee Training Form activities, and submits the form to the State Office within 60 days of hire;
 - b) Completes USDA civil rights training upon hire and then annually;
 - c) Has reviewed the Department's document entitled, "Policy and Process for Information Security and Database Access"; and
 - d) Attains continuing education credits approved and authorized by the Department, in a manner prescribed by the Department and in accordance with the WIC State Plan.
4. Make available to all WIC participants on-going, routine pediatric and obstetric care (such as infant and child care and prenatal and postpartum examinations) or referral for treatment, as well as those health services outlined in the WIC State Plan and inform applicants of the health services which are available.
5. By October 1st of each fiscal year, submit to the Department a copy of all subcontract(s) entered into for WIC services provided to another service area, county, or reservation which defines the respective responsibilities for the WIC Program of the satellite and the Contractor.
 - a) Each local agency must have access to a Registered Dietitian. If the Dietitian is obtained through sub-contract, Attachment F: Registered Dietitian Scope of Services must be used within that Agreement.
6. If the Department has supplied the Contractor with Department Computer:
 - a) Acknowledge that the equipment is the property of the Department's WIC Program.
 - b) Ensure that:
 - (i) equipment is used solely for WIC purposes or that written approval is in place for shared services;
 - (ii) only the software provided by the Department, or authorized and/or approved by it, is installed on Department supplied computers;
 - (iii) the software supplied with the Department computer(s) is used solely on that computer;
 - (iv) adequate space is provided for equipment and is kept physically and electronically secure; and
 - (v) equipment is kept in a room with a locking door and is not allowed to be accessed by any non-WIC personnel;
7. If the Department has supplied the Contractor with Department Peripherals:

- a) Acknowledge that the equipment is the property of the Department's WIC Program.
- b) Ensure that:
 - (i) equipment is used solely for WIC purposes or that written approval is in place for shared services;
 - (ii) the software supplied for peripherals is used solely for that peripheral;
 - (iii) adequate space is provided for equipment and is kept physically and electronically secure; and
 - (iv) equipment is kept in a room with a locking door and is not allowed to be accessed by any non-WIC personnel;
 - (v) the Contractor shall repair or replace any damaged peripheral caused by unauthorized software or misuse of the peripheral.

8. If the Department has supplied the Contractor with Department Software:

- a) Ensure that:
 - (i) the Department supplied software is used solely on computers authorized by the Department;
 - (ii) Contractor employees complete required training before attempting to access supplied Department software, and
 - (iii) Contractor employees use only their assigned login ID.

9. If the Department has supplied the Contractor with Department Network:

- a) Ensure that:
 - (i) Contractor employees complete required training before attempting to access supplied Department software, and
 - (ii) Contractor employees use only their assigned login ID.
- b) Abstain from:
 - (i) using software applications, other than the WIC system or those provided by the Department, obtained from any source unless the Department has given, in advance, written approval;
 - (ii) changing the organization or configuration of the hard disk in each of the personal computers or the server in a standalone or network configuration; or
 - (iii) transferring any rights in the computer equipment to any third party and from allowing any third party to acquire any rights in the computer equipment.
- c) Notify the Department's WIC Program immediately:
 - (i) before any action is taken, if an equipment breakdown or failure occurs; and
 - (ii) for assistance, if the WIC System software application fails to function.
- d) Give the Department prior notice of the date of relocation and accept and assist in implementing the following requirements for such a move:
 - (i) If the Department has provided the WIC office with a network configuration, consideration must be given to wiring the new location and performing other duties related with setting up a network. In order to prepare a new site, the Department should be given three months prior notice to ready the new site.
- e) Promptly notify appropriate law enforcement officials and the Department of any loss, theft, damage or destruction of equipment, and investigate and document the full circumstances concerning the loss, theft, damage or destruction. Any loss of equipment is the responsibility of the contractor, and its replacement must be purchased through the Department to ensure conformity to standards established

by the Department and the State of Montana. The contractor shall pay for any lost, damaged or stolen equipment, and replacement equipment shall become the property of the Department.

- f) Acknowledge and communicate to WIC staff the terms of Section 45-6-311, MCA, entitled "Unlawful Use of a Computer", and the penalties for such unlawful use.
 - g) Perform routine maintenance and cleaning of computer equipment.
 - h) Implement and maintain a Security and Disaster Recovery Plan in accordance with the model provided by the Department.
10. If the Contractor opts not to be connected to the State Network to delivery WIC services, the Contractor shall abide by the terms in Attachment B, Equipment Agreement for using off-network connection, hardware and software. Additionally, funding may be available to Contractor to support information technology (IT) services and equipment.
 11. Prohibit smoking within the space used to perform WIC Program functions during all times that such functions are actually occurring and, as required by Public Law 103-111, publicly post an announcement that smoking is prohibited in the service site.
 12. Maintain an adequate, safe and sanitary service site for the employees and WIC participants in each clinic provided for under this Contract.
 13. Implement a food delivery system prescribed by the Department pursuant to 7CFR Section 246.12 of the WIC Federal Regulations and approved by FNS.

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor a total of \$62,607.00 (which includes \$200 for LARC, \$1,500 for Training, \$2,412.50 for Dietitian Services, \$1,544 for Outreach and \$2,420 for Breastfeeding Peer Counseling) as follows:
 1. Nutrition services and administration (NSA) funds are to be used for direct or indirect costs which are necessary and reasonable for the support and fulfillment of WIC program operations and objectives. All charges to the grant or contract must be actual and obligated within the appropriate contract period for proper and efficient Program administration.
 - a. The amount of money charged to the WIC budget for shared direct or indirect costs must be proportionate to WIC usage and backed by documented policy or procedure made available to the State WIC office as requested.
 2. Training money is specifically to be used for staff to attend the annual WIC conference (first priority), attend New Employee Training (for new employees or refresher course as needed), and to meet the Continuing Education Credit (CEC) Requirements mandated by the State Plan. If additional money is left in the training budget, staff may use this to obtain additional training if it directly relates to their position or is otherwise a WIC approved course or conference.
 3. An itemized expenditure report for each month, utilizing the WIC Expenditure Report form (Attachment A) will be submitted monthly for actual expenses. The Contractor shall submit these reports to the Department by the 28th of the month following the month for which the report is submitted, unless the Department agrees there is good cause for the delay and

provides written approval (e.g. a difference between the monthly close-out dates of the Department and the Contractor). The Department has no obligation to reimburse the Contractor for expenditure reports submitted beyond the above submittal deadline. Any adjustment to an expenditure report will be eligible for reimbursement only if it is received by the Department within 90 days (60 days for final report) after the end of the month for which the adjusted expenditure report is claimed.

- a. Records substantiating time spent performing WIC services. These records need not be submitted to the Department but must be kept available at the main office of the Contractor for inquiry and audit purposes, to be checked during regular monitoring visits conducted by staff of the Department or independent auditors.
 - b. Time Study Report for WIC staff/contactors who provide direct services to WIC participants under this contract. The method, manner and report forms will be prescribed, by the Department, for the period of time referenced in the WIC State Plan.
- B. All invoices must be received by the Department no later than 30 days following the Task Order end date of September 30, 2021. Invoices received after 60 days will not be paid by the Department.
- C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this Task Order and are satisfactory in form and content as determined by the Department.

SECTION 6. THIS SECTION RESERVED FOR ADVANCED PAYMENTS

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS

The sources of the funding for this Contract are federal grants from the United States Department of Agriculture (USDA), Food and Nutrition Services (FNS), WIC, grant number CFDA# 10-557.

- A. The Department, at its discretion, may terminate at any time the whole or any part of this Task Order or modify the terms of the Task Order if funding for the Task Order is reduced or terminated for any reason. Modification of the Task Order includes, but is not limited to, reduction of the rates or amounts of consideration or alteration of the manner of the performance in order to reduce expenditures under the Task Order.
- B. The contractor shall maintain complete, accurate, documented and current accounting of all program funds received and expended. Adequate travel funds must be allocated by the contractor to ensure that conferences and trainings, sponsored or required by the state WIC program, are attended as required.
- C. Reimburse the Department for any WIC Program funds misused or otherwise diverted due to over issuance of WIC benefits, negligence, fraud, theft, embezzlement, forgery, bribery or other loss caused by the Contractor, its employees or agents.
- D. In addition, the commission of fraud against or abuse of the WIC Program by the Contractor is subject to prosecution under applicable federal, state, or local laws. A Contractor that has willfully misapplied, stolen, or fraudulently obtained WIC Program funds is subject to a fine of not more than \$25,000, imprisonment of not more than five years, or both, if the value of the funds

is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000, imprisonment of not more than one year, or both [7 CFR 246.23(d)].

- E. Ensure that one-sixth (1/6th) of the reimbursements claimed by the Contractor is for time spent by personnel in nutrition education of WIC participants in compliance with 7 CFR Section 246.11 and the WIC State Plan, as outlined in Section 2(A).
- F. A final billing invoice for allowable expenses incurred during the term of this Task Order is due within 60 days after the expiration of the term of this Task Order.
- G. Allowable Indirect Costs: According to Subpart E of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2 CFR part 200, entities that currently have an established Indirect Cost Rate that has been federally approved, must use this cost rate. A copy of the federally approved rate must be submitted to the State by October 15, 2020. Entities that do not have a federally approved IDC, can use the de minimus Indirect cost rate at 10% of the modified total direct costs (CFR part 45; 75.414). Indirect costs are those that have been incurred for common or joint objectives.

SECTION 8. RESERVED FOR CFR 200 REQUIREMENTS IF NEEDED

SECTION 9. TERMINATION

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

SECTION 10. LIAISON AND SERVICE OF NOTICES

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

Kate Girard
DPHHS WIC
PO Box 4210
Helena, MT 59604-4210
Phone Number (406) 444-4747
Fax Number (406) 444-0239
KGirard@mt.gov

Leigh Ann Holmes, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Leigh Ann Holmes
Deer Lodge County
PO Box 970
Anaconda, MT 59711
Phone Number (406) 563-7863
Fax Number (406) 225-3456
lholmes@adlc.us

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

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

SECTION 11. RESERVED FOR RECIPIENT GRIEVANCE AND APPEALS

SECTION 12. FEDERAL REQUIREMENTS

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

SECTION 13. DEPARTMENT GUIDANCE

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

SECTION 14. INFORMAL DISPUTE RESOLUTION PROCEDURES

In addition to the Choice of Law and Remedies in the Master Agreement, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Branch Manager, Kristen Rogers, Phone Number (406) 444-4743, Fax Number (406) 444-2750, Kristen.Rogers@mt.gov with a copy to Director Sheila Hogan, Phone Number (406) 444-5623, Fax Number (406) 444-1970, SheilaHogan@mt.gov.

SECTION 15. SCOPE OF TASK ORDER

This Task Order consists of eight (8) numbered pages and the following Attachments:

- Attachment A: WIC Expenditure Report
- Attachment B: Equipment Agreement
- Attachment C: Breastfeeding Peer Counseling Report
- Attachment D: Allowable Costs
- Attachment E: WIC Breastfeeding Model
- Attachment F: Registered Dietitian Scope of Service

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

SECTION 16. RESERVED FOR PERFORMANCE ASSESSMENTS AND CORRECTIVE ACTIONS

SECTION 17. RESERVED FOR ADDITIONAL PROVISIONS

SECTION 18. AUTHORITY TO EXECUTE

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

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

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date: _____
Jamie Palagi, Administrator

CONTRACTOR

By: _____ Date _____
Bill T. Everett, Chief Executive Officer

ATTACHMENT A To Task Order No. 21-25-5-21-003-0

ATTACHMENT- A
Form - WICEXPND.RPT
(02/2019)

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES WIC EXPENDITURE REPORT

INVOICE

Agency Name & Federal ID #	Invoice Date	Invoice Period
		Month: _____
Submit this invoice to: DPHHS, Nutrition Section/WIC, PO Box 4210, Helena MT 59620-4210		

EXPENDITURE CATEGORY	CURRENT MONTH EXPENDED	ADJUSTMENTS (explain on back)	CURRENT MONTH + ADJUSTMENTS = MONTH TOTAL	YEAR TO DATE EXPENDED	TOTAL AMOUNT BUDGETED	BALANCE OF BUDGET
Salaries (transfer from month total on back)						
Benefits						
Contracted Services						
Indirect (if applicable)						
Administrative						
Travel						
Supplies/Equipment						
Rent						
Telephone						
Postage						
Utilities						
Cleaning						
Advertising						
Copies/Printing						
Nutrition Ed.						
Breastfeeding Ed.						
Insurance						
Subscription/Dues						
Training						
Other						
Disallowed						
TOTALS>>						
	Current Month + Adjustments =		Total Billed			

CONTRACTOR APPROVAL	FOR STATE USE ONLY
<p>I certify that the amounts reflected on this invoice represent services actually furnished, that the individuals were eligible to receive said services and that payment has not been received. Further, I report the following funds were received during this invoice period:</p> <p style="text-align: center;">\$ _____</p> <p>Preparer Signature _____ Date _____</p> <p>Program Director Signature _____ Date _____</p>	<p>Contract End Date _____</p> <p>RC Number _____ O/E _____</p> <p>AWACS # _____</p> <p>Approved Payment \$ _____ Date _____</p> <p>Program Manager _____ Date _____</p> <p>AWACS Invoice # _____</p>

ATTACHMENT B Equipment Agreement

This agreement will be implemented for any local agency that opts to not use the State Network for WIC services locally.

The Local Agency will supply computers for WIC use that conform to the specifications in Table A – Computers and are configured with software as specified in Table B – Software. The Local Agency will supply the peripherals specified in Table C – Peripherals and implement the minimum-security measure listed in Table D - Security. The Local Agency will not deviate from these requirements without confirmation from WIC that alternatives are compatible with WIC applications.

Table A – Computers

Minimum Requirements	
Processor	Intel Core i5 at 3.20 GHz (equivalent or better)
Memory	Minimum 8 GB (or better)
Operating System (OS)	Windows 10 (64 bit) Pro
Hard Drive Space	256 SSD (equivalent or better)
USB Ports	Enough ports to support the peripherals listed in Table C
Network	Ethernet LAN adaptor installed; WIFI mandatory for laptops

Table B – Software

The Local Agency will install the following programs on each machine used for WIC. The Local Agency will coordinate installations with their IT support services provider.	
Browser	The Local Agency will ensure that Internet Explorer 11 is available on each machine used for WIC purposes.
Crystal Reports Runtime	WIC shall supply installation files for Crystal Reports Runtime.
Microsoft Office	The Local Agency will provide a SPIRIT compatible version of Microsoft Office, to include Excel and Word. SPIRIT is currently compatible with Microsoft 2016.
SPIRIT	WIC shall supply installation files for the SPIRIT application.
Virus Scanner	The Local Agency will install and maintain virus protection on each machine used for WIC purposes.

Table C – Peripherals

The Local Agency will obtain, maintain, and support the peripheral equipment listed below. The Local Agency will only use peripherals that are compatible with WIC applications and will verify the compatibility before purchase of the items. A list of compatible devices may be obtained from WIC.	
Card Readers	Card readers are needed for assigning EBT cards. The number of card readers may be determined by the Local Agency.
Printers	At least one document printer is needed for WIC use.
Scanners	A document scanner is needed at each machine where documents will be scanned.
Signature Pads	A signature pad is needed for each machine where signatures will be collected. The Topaz T-LBK755-BHSB-R signature pad is required—other makes and models are not compatible with the SPIRIT software.

Table D – Security

The Local Agency will implement, maintain, and support the minimum security listed below on machines used for WIC. The Local Agency may implement security measures beyond these minimum requirements.	
Windows Authentication	Windows credentials are required to access the computer.
Windows Timeout	The machine will lock after 15 minutes of inactivity

Internet/Network	All internet and network connections will be secure. Minimum security measures include Windows Authentication, encryption,
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Transition

If the Local Agency is currently in a contract with WIC and the equipment was supplied by WIC, then the following can occur:

- 1) WIC may assign ownership of the computers and peripherals currently being used by the Local Agency to the Local Agency; however, this is dependent on the conditions identified below. No software will be transferred between WIC and the Local Agency. This means that the Local Agency is responsible for supplying the software required above.
 - a) If the computer is <= 5 years old, the Local Agency is responsible for purchasing a replacement and returning the state-owned machine to the State WIC Office.
 - b) If the computer is > 5 years old, the Local Agency may opt to retain the computers or return to the State WIC Office. If the Local Agency chooses to retain a computer, then it must be returned to the State WIC Office for wiping the hard drive.
 - c) The Local Agency will be responsible for supplying and installing the required software.
- 2) The computers shall then be returned to the Local Agency without an operating system. The state will supply SPIRIT software (Spirit and Crystal Reports).
- 3) The Local Agency shall install an operating system, the state supplied software, a Virus Scanner and Microsoft Office prior to putting the computer into use.

Ongoing Operations

The Local Agency shall provide all communications necessary at all service sites for computers running SPIRIT to access the internet and communicate with the WIC servers.

The Local Agency will implement security measures for each machine used for WIC. The Local Agency will maintain at least the minimum-security requirements listed in Table D – Security. Security measures may be improved at the discretion of the Local Agency, as long as minimum requirements continue to be met.

When computers or peripherals fail, the Local Agency is responsible for repair or replacement of the computer or peripheral excluding check printers. If a computer or peripheral needs replacement, the Local Agency shall replace it with a new computer or peripheral device that meets the WIC computer and peripheral specifications in this document or other specifications as agreed upon between the Local Agency and WIC.

Attachment D: Allowable Costs for Breastfeeding Peer Counseling Funds

Breastfeeding peer counseling (BFPC) funds distributed to State agencies by the Food and Nutrition Service (FNS) are to be used to develop or expand activities necessary to sustain a peer counseling program based on the FNS [Loving Support Model](#). The primary purpose of the funds is to provide direct breastfeeding support services through peer counseling to WIC participants. A State agency's peer counseling implementation plan and annual line item budget addendum to its State Plan must demonstrate an appropriate balance between direct service delivery by peer counselors and the purchase and use of equipment and materials. The use of BFPC funds for expenditures that are not supported by the [Loving Support Model](#) are not authorized.

The table below helps to identify allowable breastfeeding peer counseling costs.*

NSA=Nutrition Services and Administration; IBCLC=International Board Certified Lactation Consultant

Item or Service	Allowable Costs	Comments
Durable Goods and Space		
Furniture, computer/laptops, and office equipment used to provide peer counseling services and training	Yes	
Phone lines, internet service, cell/smartphones, pagers and answering machines for contacts between peer counselors and mothers	Yes	
Portable baby scales for peer counselors to weigh infants outside of the WIC clinic	Yes. Adequate training and supervision of the peer counselor by an IBCLC or other lactation expert and policies surrounding the use of scales and their purpose must be in place.	NSA funds may be used to purchase scales for use by staff other than peer counselors.
Space and lease costs for peer counselors to provide services	Yes	
Incentives and Educational		
Breastfeeding educational materials for mothers such as pamphlets and DVDs	No	
Breast pumps and breastfeeding aids for mothers	No	
Breast pumps and breastfeeding aids for <i>demonstration</i> purposes by peer counselors	Yes	NSA funds may be used for this purpose.

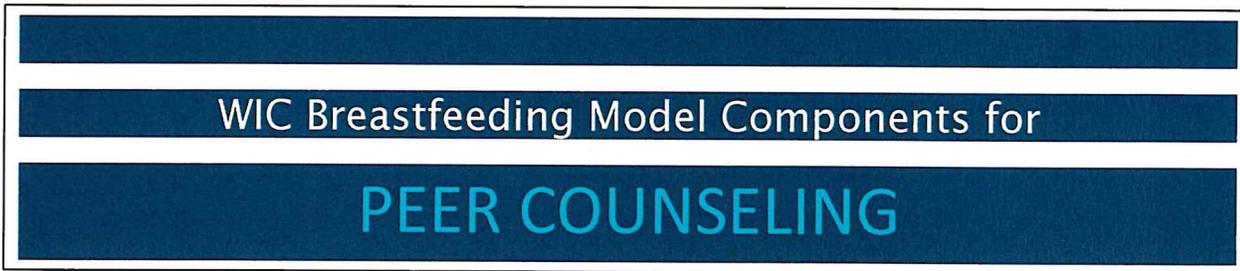
Item or Service	Allowable Costs	Comments
Incentive items distributed to WIC participants to encourage breastfeeding	No	NSA funds may be used for this purpose.
Personnel and Compensation		
Salaries and compensation for peer counselors, designated peer counselor coordinators, and referral experts	Yes	
Salaries and compensation for International Board Certified Lactation Consultants (IBCLCs)	<p>Yes. BFPC funds may be used to hire IBCLCs to provide oversight/management of peer counseling programs and/or supervision, mentoring and referral expertise for peer counselors.</p> <p>BFPC funds may also be used to pay for IBCLC time if a peer counselor refers a WIC mother to an IBCLC for consultation outside of the peer counselor's scope of practice. The IBCLC may be compensated using BFPC funds if the mother continues to be supported by the peer counselor and remains part of the peer counselor's caseload.</p>	
Salaries and compensation for dual-role staff, e.g., part-time WIC Nutrition Assistant and part-time peer counselor	Yes, BFPC funds may be used for the portion of time spent as peer counselor. The "dual-role" staff must meet the definition of peer counselor in the Loving Support Model, including being available to participants outside of regular	
Males as Breastfeeding Peer Counselors	No. The definition of peer counselor in the Loving Support Model is based on research demonstrating the benefits of hiring peer counselors from WIC's target population of WIC-eligible women.	Men can be valuable members of breastfeeding promotion and support activities in WIC, such as providing father-led support groups and other activities to support breastfeeding mothers and families. However, components and activities that are outside of those defined by the Loving Support Model must be funded through the regular NSA grant or other sources.

Recruitment of peer counselors and related staff	Yes	
Staffing and expenses related to breastfeeding hotlines and call centers	Yes. BFPC funds may be used to hire peer counselors to answer calls to a WIC breastfeeding hotline if the peer counselor meets the definition of peer counselor and receives the appropriate training and supervision as outlined in the Loving support Model. Other expenses related to the hotline/call center such as rent, phone lines, equipment, are allowable for any portion of those expenses that are for the purpose of a peer counselor providing participant contacts through the hotline/call center.	
Staff Training and Resources		
Travel for training of peer counselors and peer counseling staff/managers	Yes	
Travel for home and hospital visits by peer counselors	Yes	
Continuing Education for IBCLCs	Yes, if it relates to peer counseling programs (e.g., managing, mentoring, serving as a referral)	
Breastfeeding resources for peer counselors and peer counseling coordinators/supervisors	Yes, if the resources are related to peer counseling, e.g., training materials for peer counselors.	
Breastfeeding resources for WIC staff not related to peer counseling	No	NSA funds may be used to purchase general breastfeeding resources for WIC staff.
Training and coursework for peer counselors to become IBCLCs or certified lactation counselors (CLCs)	Yes. The research recommends that peer counselors be provided career path options (e.g., training/experience to become senior level peer counselors; advanced training to become lactation consultants, etc.).	The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC participants. FNS would not expect to see STATE agency BFPC implementation plans heavily focused on training and coursework for peer counselors to become IBCLCs or CLCs.

Item or Service	Allowable Costs	Comments
CLC or IBCLC exam, renewal or membership fees	No	At the WIC State agency's discretion, NSAQ funds may be used for CLC or IBCLC exam fees, renewal and /or association membership fees. The State agency must determine if it is necessary and of benefit to the WIC Program for the person in a particular job position to have the certification. SAs must also determine whether or not the cost fits within its WIC NSA grant budget.
Peer Counseling Program Advertising and Promotion		
Pamphlets and similar materials to promote the peer counseling program	Yes	
Media campaigns, e.g., bus placards, to advertise breastfeeding peer counseling programs	Yes	FNS would not expect to see a large portion of the BFPC funds spent on advertising the program at the expense of direct services to participants. BFPC funds may not be used for ads that promote breastfeeding in general-NSA funds may be used for those purposes.
T-Shirts, buttons and similar low-cost items that identify peer counselors	Yes	

Miscellaneous		
Indirect Program Costs (e.g., lease/rental costs, copying costs, HR services, legal services, utilities)	Yes	
Second nutrition education contacts	No. BFPC funds are for activities that are in addition to current required WIC activities.	NSA funds provide for at least two nutrition education contacts; therefore, BFPC funds may not be used for the "second" contact. In addition, the 1/6 th nutrition education requirement and breastfeeding target must be met with regular NSA funds.
Childcare	No	
Cribs or other materials and equipment for infants of peer counselors who bring their babies to work	No	
Monitoring and Tracking of Program Effectiveness	Yes. Funds may be used to monitor and track program components (e.g., contacts, referrals, training) to determine effectiveness and where improvements needed. However, evaluation studies may not be paid for using BFPC funds.	
Peer counseling services to non-WIC participants	In general, no. Peer counselors should refer WIC-eligible women to WIC to apply for WIC benefits. Peer counselors should refer women who are not WIC-eligible to appropriate non-WIC resources.	In situations where both non-WIC participants and WIC participants are together, e.g., hospitals, peer counselors may initially see both. However, on-going peer counseling contacts with non-WIC participants is not an allowable cost.
Breastfeeding Coalitions	No	BFPC funds can only be used for services and activities related directly to peer counseling.

*Refer to the FNS Regional Office for questions about allowable costs.



WIC Breastfeeding Model Components for
PEER COUNSELING

Support from State and Local Management Includes:

- Appropriate definition of a peer counselor
 - Paraprofessional*
 - Recruited and hired from WIC's target population, and, to the extent possible, representing the same racial/ethnic background as the mothers they support
 - Available to WIC clients outside usual clinic hours and outside the WIC clinic environment
 - Previous experience with breastfeeding, having breastfed at least one baby
- Designated breastfeeding peer counseling program managers and/or coordinators at State and/or local level
- Defined scope of practice for peer counselors limited to supporting normal breastfeeding
- Written job descriptions for peer counselors
- Compensation and reimbursement for peer counselors
- Training for WIC State/local peer counseling management, supervisory, and clinic staff using FNS-developed training curricula
- Establishment of standardized breastfeeding peer counseling program policies and procedures at the State and local level as part of agency nutrition education plan

Support of Peer Counselors Includes:

- Training and continuing education of peer counselors using FNS-developed training curricula
- Timely access to a WIC Designated Breastfeeding Expert for assistance with problems outside of peer counselor scope of practice
- Regular, systematic contact with supervisor
- Participation in clinic staff meetings as part of the WIC team
- Opportunities for continuing education and to meet regularly with other peer counselors

*Those without extended professional training in health, nutrition, or the management of breastfeeding who are selected from the group to be served and are trained and given ongoing supervision to provide a basic service or function. Paraprofessionals provide specific tasks within a defined scope of practice. They assist professionals, but are not licensed or credentialed as healthcare, nutrition, or lactation consultant professionals.

Registered Dietitian: Scope of Service

Purpose

Each local agency providing WIC clinical services in the State of Montana by contract must have a Registered Dietitian (RD) available to provide the services as outlined in this Scope of Work Agreement. The Registered Dietitian must maintain their credentials and licensure in good standing with the Commission on Dietetic Registration and the State of Montana Department of Labor and Industry.

SERVICES TO BE PROVIDED

1. Complete all required WIC training, including the following, but not limited to:
 - a. SPIRIT Management Information System modules
 - b. Civil rights (initial and annually thereafter)
 - c. Review of Montana WIC Risk Codes (complete list) and High-Risk Code Referrals
2. Coordinate with local clinic staff on an acceptable schedule for WIC participants to be scheduled.
 - a. Flexibility is essential to ensure participants may be scheduled at a time that accommodates them
 - b. Services may be in person, via telephone, via video chat with a secure connection, or other interactive and secure means of choice
3. Work with local agency staff on system of referral for participant services.
4. Provide assessment, counseling, education, and care plan for all referred participants.
 - a. Follow-up schedule with RD is at the discretion of the RD and shall be documented in the care plan
 - b. If the issue is resolved, the participant denies services, or the issue is beyond the scope of what the RD may intervene in, the RD may release the participant to low-risk follow up plan with clinic or refer out to another health professional
5. If the participant is already being followed by specialists, other healthcare providers or Nutritionists, the WIC RD (or clinic staff) may request a release to consult with the provider and ensure our services are supportive of their care plan.
6. Provide approval, denial, or other edits to the supplemental foods section on the WIC Prescription Form for participants designated in Food Package III when the Healthcare Provider checks the box to defer to the RD.
 - a. This will be completed and returned to the clinic (by secure means) within 1 business day of request
 - b. Review of chart, including growth, intake, assessment notes, medical history and diagnoses will be completed prior to completing this section of the form
 - c. Consult with the participant or caretaker, or healthcare provider, is expected when assessing for food readiness in medically fragile circumstances
7. Provide consult, training, materials, and/or mentoring to clinic staff on nutrition topics as requested. This may be in the form of:
 - a. Working through a chart review to ensure the clinic staff are supporting the High-Risk Care Plan appropriately;
 - b. Ensuring clinic staff are making appropriate referrals related to their scope of practice; and/or
 - c. Providing links or copies of reputable resources for information and education

8. Documentation of all WIC contacts, or attempted contacts, will be completed and submitted directly into the M-SPIRIT system, or provided to the local agency staff to input or scan in within 1 business day of contact.
9. RD shall follow up with all participants who miss their scheduled appointments at least once to reschedule. Documentation of contacts, or attempts to contact, must be in the participant chart.
10. Act in the role of Nutrition Coordinator for the clinic and ensure all nutrition related training needs are met by staff.
11. Lead the agency effort of development and implementation of the Nutrition & Breastfeeding Plans

LOCAL AGENCY WILL

1. Schedule participants determined to meet the high-risk criteria, or whom the CPA otherwise considers needing additional nutritional intervention.
2. Provide access to participant chart to review components relevant to the referral.
3. Provide guidance on WIC policy and program expectations.
4. Defer to RD on nutritional counseling outside of their scope of practice.
5. Consult with RD to ensure care plan is being followed as intended.
6. Ensure participants understand that RD services are free, available, and encouraged to meet the objectives of the program
7. Assist RD in rescheduling appointments when missed
 - a. May provide benefits monthly until RD referral is followed through
 - b. Participant may deny referral and continue on schedule determined by the WIC CPA
8. Consult with RD on issues of health and nutrition to improve knowledge base, resources available, and care management with participants.

Lori Sturm

From: Bill Everett
Sent: Friday, August 28, 2020 8:25 AM
To: Heather Edwards; Lori Sturm; Carl Hamming
Subject: FW: Property purchase

-----Original Message-----

From: Mike Martelli <martelliforestry@gmail.com>
Sent: Friday, August 28, 2020 8:24 AM
To: Bill Everett <beverett@adlc.us>
Subject: Property purchase

I am submitting an email for request to purchase A piece of property that is within the property I've already purchased. Properties located at the end of smelter Road in which last year I purchased two lots and was under the impression I had suitable room for building! To my surprise there is 1.72 acres that sits right in the middle of the property that I have tried to acquire. With the layout of the property powerlines railroad tracks etc. it is crucial for me to acquire this flat piece of property. I plan on building a shop that will resemble adjacent buildings. Plan for construction within the next 12 months! My proposal is 1000 peracre. Martelli forestry.

Sent from my iPhone

**BY-LAWS
OF
OLD WORKS GOLF COURSE, INC.**

ARTICLE I – PURPOSE OF THE CORPORATION

The purposes for the organization of this corporation are as follows:

1. The corporation is organized exclusively for charitable, religious, or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
2. To provide for the public safety and public welfare by developing, maintaining and operating a golf course as a means of reclaiming lands contaminated by industrial production at the "Old Works" of the Anaconda Copper & Mining Company.
3. To educate the public regarding the history of the City of Anaconda and the State of Montana by improving and maintaining a walking tour and trail interpreting the progression of the smelting industry in Anaconda, Montana including the remains of the "Old Works" of the Anaconda Copper & Mining Company.

ARTICLE II - OFFICES

The principle office of the corporation in the State of Montana, shall be located in the City of Anaconda, County of Deer Lodge.

ARTICLE III - BOARD OF DIRECTORS

1. PURPOSE OF THE BOARD OF DIRECTORS

The business and affairs of the corporation shall be managed by the members of the Anaconda-Deer Lodge County Golf Course Authority acting as a board of directors. The Members of the Authority shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the corporation not inconsistent with these by-laws, Anaconda-Deer Lodge County Ordinance No. 257, and the laws of the State of Montana.

2. COMPOSITION AND SELECTION OF BOARD OF DIRECTORS

The authority board shall have seven regular members (the "regular members"). All regular members shall be appointed by the Anaconda-Deer Lodge County Commission and shall serve in accordance with this section.

- (a) *Qualifications.* All regular members of the authority board shall be selected by reason of their individual experience, business experience, golf course operation, maintenance,

management, marketing and promotion expertise, or public awareness and civic involvement.

- (b) *Designation of positions.* Due to the unique circumstances which give rise to creation and establishment of the authority board, the Commission has determined that it is in the best interests of the authority that regular members be selected and seats occupied to fulfill specific interests. These interests are designated as follows:
- i. *Local citizenry.* Four regular members demonstrating the qualifications set forth above shall be selected at large from the citizens residing in the County.
 - ii. *Elected officials.* Two regular members demonstrating the qualifications set forth above shall be persons serving on the current Commission.
 - iii. *Chief executive or designee.* One member shall be the current County chief executive, or their designee if approved by the Commission.
- (c) *Selection and appointment of members.* All regular members of the authority board set forth in (b)i. and ii. above, including the initial regular members, shall be appointed by the Commission. In making such appointments, the Commission may solicit applications from or nominations of persons who possess the qualifications set forth in subsection (a) of this section.
- (d) *Term.* The terms of the regular members of the authority board set forth in (b)i. above shall be five years with staggered expiration to ensure continuity of leadership. To create the staggered expiration of terms, the initial regular members shall select, by lots, two terms of two years, and two terms of five years. The position whose term is initially less than five years shall subsequently be filled as five-year terms. The terms set forth in (b)ii. above shall be filled by a majority vote of the Commission for two-year terms. The terms set forth in (b)iii. above shall be filled by the duly elected or appointed chief executive then in office.
- (e) *Voting rights.* Each member shall have one vote for all matters to come before the authority board. There will be no vote by absentee ballot or proxy.
- (f) *Removal.* A regular member of the authority board may be removed for "just cause" by two-thirds or greater vote of the Commission. For purposes of this article, just cause shall be deemed to include:
- a. Conviction of, or pleading no contest to, or pleading guilty to (whether by plea bargain or otherwise), a felony under the laws of the state or any other state;
 - b. Failure to perform his or her duties as a regular member of the authority board, including, without limitation, repeated failure to attend authority board meetings;
 - c. Actions which are inconsistent with the goals, purposes and objectives of the authority;
 - d. Acts or omissions defined as just cause in the organizational documents; and
 - e. Acts or omissions which cause, or with the passage of time would cause, a default by the County under the conveyance documents.

3. ATLANTIC RICHFIELD (AR) EX OFFICIO BOARD MEMBER

- (a) The authority board may include one ex officio member appointed by AR, who, if appointed, shall serve in accordance with this section. Such person shall serve until resignation or removal by AR. The AR ex officio member may be removed at any time by AR for any reason. Upon such removal, AR shall have the right to appoint a replacement ex officio member. The AR ex officio member shall have no voting rights, but shall have the right to notice of all authority board meetings and the right to participate in such meetings on the same basis as a regular member in all other respects.

4. REGULAR MEETINGS

Regular meetings of the directors shall be held as necessary and determined by the directors, consistent with ADLC meeting notice requirements.

5. SPECIAL MEETINGS

Special meetings of the directors may be called by or at the request of the President. The President may fix the place and time for holding any special meeting of the directors, consistent with ADLC meeting notice requirements.

6. ANNUAL MEETINGS

The annual meeting of the corporation shall be held in December of each year, for the election of officers and any other business that may come before the board.

7. NOTICE

Notice of any meeting shall be consistent with ADLC meeting notice requirements.

8. QUORUM

At any meeting of the directors, four (4) shall constitute a quorum for the transaction of business

9. MANNER OF ACTING

The act of the majority of the directors present at a meeting which a quorum is present shall be the act of the directors.

10. VACANCIES

Vacancies shall be filled by appointment of the Anaconda-Deer Lodge County Commission pursuant to the provisions of Anaconda-Deer Lodge County Ordinance No. 257.

11. EXECUTIVE AND OTHER COMMITTEES

The board may designate from among its members an executive committee and other committees each consisting of not less than one (1) director. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. NUMBER

The officers of the corporation shall be a President, a Vice- President, and a Secretary, each of whom shall be elected by the directors.

2. ELECTION AND TERM OF OFFICE

The officers of the corporation shall be elected at the annual December meeting.

3. REMOVAL

Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, to the person removed.

4. VACANCIES

A vacancy in any office because of death, removal, disqualification or otherwise, may be directors for the unexpired portion of the term.

5. RESTRICTIONS

Elected officials are not allowed to be appointed or elected to the Old Works Authority Board officer positions, per Ordinance 257.

6. PRESIDENT

The President shall be the principal executive officer of the corporation and, subject to the direction and control of the directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the corporation and of the directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the directors and the Anaconda-Deer Lodge County Commission, any contract which the directors have authorized to be executed.

The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the directors from time to time.

7. VICE-PRESIDENT

In the absence of the President or in event of his death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the directors.

8. SECRETARY

The Secretary shall keep the minutes of the directors' meetings and see that all notices are duly given in accordance with the provisions of these by-laws or as required by Anaconda-

Deer Lodge County. Draft and board-approved minutes will be provided to Anaconda-Deer Lodge County in a timely basis. The Secretary will in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the directors.

ARTICLE V - PURPOSES, GOALS AND OBJECTIVES OF THE CORPORATION

1. The goals and objectives of the Corporation are as follows:
 - (a) Operate, manage and maintain the golf course property so as to:
 - i. Comply with any remediation performance standards from the EPA;
 - ii. Comply with requirements imposed in any agreements or deeds between the County and AR;
 - iii. Comply with any other applicable requirements or restrictions relating to the use, operation, maintenance or improvement of the golf course and the golf course property;
 - iv. Protect and preserve any and all remediation structures placed, constructed or installed on the golf course property as part of the remediation process; and
 - v. Comply with any other applicable federal, state or local laws, ordinances or regulations.
 - (b) Operate, manage and maintain the golf course as a quality golf course facility and in a manner that ensures its continued designation as a golf course designed by Jack Nicklaus.
 - (c) Operate, manage and maintain the golf course and improvements so as to generate economic activity in the County and provide a source of revenue for the County.
 - (d) Operate, manage and maintain the golf course and improvements to achieve financial viability so as to eliminate to the maximum extent possible the need for outside funds or direct County support to subsidize its ongoing operation and maintenance.
 - (e) Operate, manage and maintain the golf course and improvements in a manner that is beneficial to the citizens of the County.
2. Nothing stated in this section is intended, nor shall it be deemed or construed, to create any liability whatsoever upon the County or the Corporation with respect to environmental conditions of the golf course property or the required remediation, except as such matters:
 - (a) May be addressed in any agreements or deeds between the County and AR; and
 - (b) Relate to environmental conditions which are the result of the actions or conduct of the County or its agents subsequent to the conveyance of the golf course to the County.

ARTICLE VI — POWERS OF THE CORPORATION DIRECTORS

1. *General powers.* Subject to the limitations set forth in this article, the Directors shall have such powers as may be necessary to fulfill the goals and objectives of the Corporation as set forth in Article V, including, without limitation, those powers set forth in the Montana Nonprofit Corporation Act.
2. *Specific powers.* Without limiting the general powers set forth in subsection (a) of this section, the Directors shall be empowered to do the following:
 - (a) Operate, manage and maintain (but not own) the Anaconda's Old Works Golf Course and improvements.
 - (b) Acquire, hold, lease, sell or otherwise dispose of personal property in the name of the Corporation.
 - (c) Acquire, own, lease, operate and maintain equipment, inventory and supplies for operation, management and maintenance of the golf course and improvements in the name of the Corporation.
 - (d) With the prior approval of the Commission, except as otherwise provided in section 2-1142 and 2-1147 of Ordinance No. 257, enter into contracts for goods and services for operation, management and maintenance of the golf course and improvements in the name of the Corporation, including the contract for the golf course manager.
 - (e) Adopt, maintain and revise uniform, consistent and nondiscriminatory rules and regulations and a fee structure for the golf course and improvements.
 - (f) With the prior approval of the Commission, plan for, modify or expand the golf course and improvements; provided, however, that any material modification or expansion of the golf course must comply with any agreements or deeds between the County and AR and cannot cause the golf course to lose or jeopardize its designation as a golf course designed by Jack Nicklaus.
 - (g) Keep and maintain such permits, easements and licenses that may be necessary to operate, manage and maintain the golf course and improvements.
 - (h) Sue and be sued in its own name as separate legal entity.
 - (i) Employ agents, employees and such professional or other consultants that may be necessary or advisable from time to time; provided, however, that it is anticipated that the golf course and improvements shall be operated, managed and maintained by a professional golf course management firm.
 - (j) Have and use a corporate seal.
 - (k) Procure, obtain and maintain insurance policies relating to the golf course and improvements, and the operation and maintenance thereof.
 - (l) To carry out one or more of the purposes for which the Corporation is established, the Corporation is authorized to borrow money and to issue promissory notes, bonds or other

obligations on such terms and conditions, containing such covenants, and pledging for the payment thereof such security or revenues as may be determined by the authority board, and approved by the Commission; provided, however, that it shall not be permitted to pledge the golf course as security for any promissory notes, bonds or other obligations.

- (m) Adopt by resolution of the authority board such regulations respecting exercising its powers as may be desirable or necessary to implement its goals and objectives.
- (n) Receive or reject contributions, gifts, bequests or other grants of cash, goods or services from entities, individuals or political subdivisions.
- (o) To generally exercise all powers which are necessary or incidental for the attainment of its purposes, goals and objectives in operation and maintenance of the golf course and improvements.
- (p) To take such actions as may be necessary to comply with the terms and conditions of any agreements or deeds between the County and AR.
- (q) Do and perform all acts authorized herein through or by means of an agent or contract with any person, firm or corporation.

ARTICLE VII — ACCOUNTING AND AUDIT REQUIREMENTS

The Directors shall strictly account for all golf course revenues and any other funds or property received, invested, paid and distributed by the Corporation. An annual audit conducted by an independent certified public accountant prepared in accordance with generally accepted accounting principles of these transactions shall be submitted to the Commission for review. The audit shall be paid for by the Corporation or the golf course manager.

ARTICLE VII - AMENDMENT

These by-laws may be altered, amended or repealed and new by-laws may be adopted by a vote of the directors at any meeting when the proposed amendment has been set out in the notice of such meeting.

ADOPTED: October ____, 2020

memo

To: ADLC Commissioners
County Attorney Ben Krakowka
CEO Bill Everett

From: Mike Huotte, ADLC Commissioner District #5

Date: September 22, 2020

Re: Washington and Seventh Street Road Petition

This memo serves as the report of findings and recommendations regarding the petition received from neighbors in the area of Washington Street and Seventh Street asking the Commission to keep the end of Washington Street (between Sixth Street and Seventh Street) and the end of Seventh Street closed. The street areas in the petition are included as Exhibit B.

First thing I did was to verify that the signatures were valid and met the requirements. After review I noted that 46 of the signatures were valid which far exceeded the required 10 signatures. For those citizens that signed it multiple times I only gave them credit for one signature. I mapped out the location of each freeholders' address and it is attached in Exhibit A. As you can tell the majority of signatures are all within a couple of blocks of the streets in question and would no doubt be affected by any decision made by the Commission.

I went and inspected both locations with Carl Hamming, ADLC Planning Director, and looked around the surrounding area for a resolution to this situation. I noted the following information during our site inspection:

- There are at least three other access areas into the JEBCO property that are all able to access the additional lots that they may put housing on in the future.
- Trees are currently located at the end of Washington Street and are on County property. These trees appear to be at least 35 years old.
- One can easily surmise that neither the current landowner of the adjacent property (JEBCO) or prior ownership have used these streets to access their property.
- The adjacent property owner (JEBCO) is not a land-locked property owner and can easily access all areas of their property as has been their practice for many years.
- Trucks going to AFFCO are currently going up Washington Street to Fifth Street and then going over to Adams Street which leads them straight into their property.

- In correspondence with JEBCO and AFFCO representatives they would want to open Washington Street to be able to have semi-trucks come straight up Washington Street into their yard as well as allowing access to their additional lots.
- It also was noted in a discussion with Commissioner Vermeire that an ARCO representative commented that the end of Seventh Street cannot be opened or there would be a violation of an agreement they have with AFFCO.

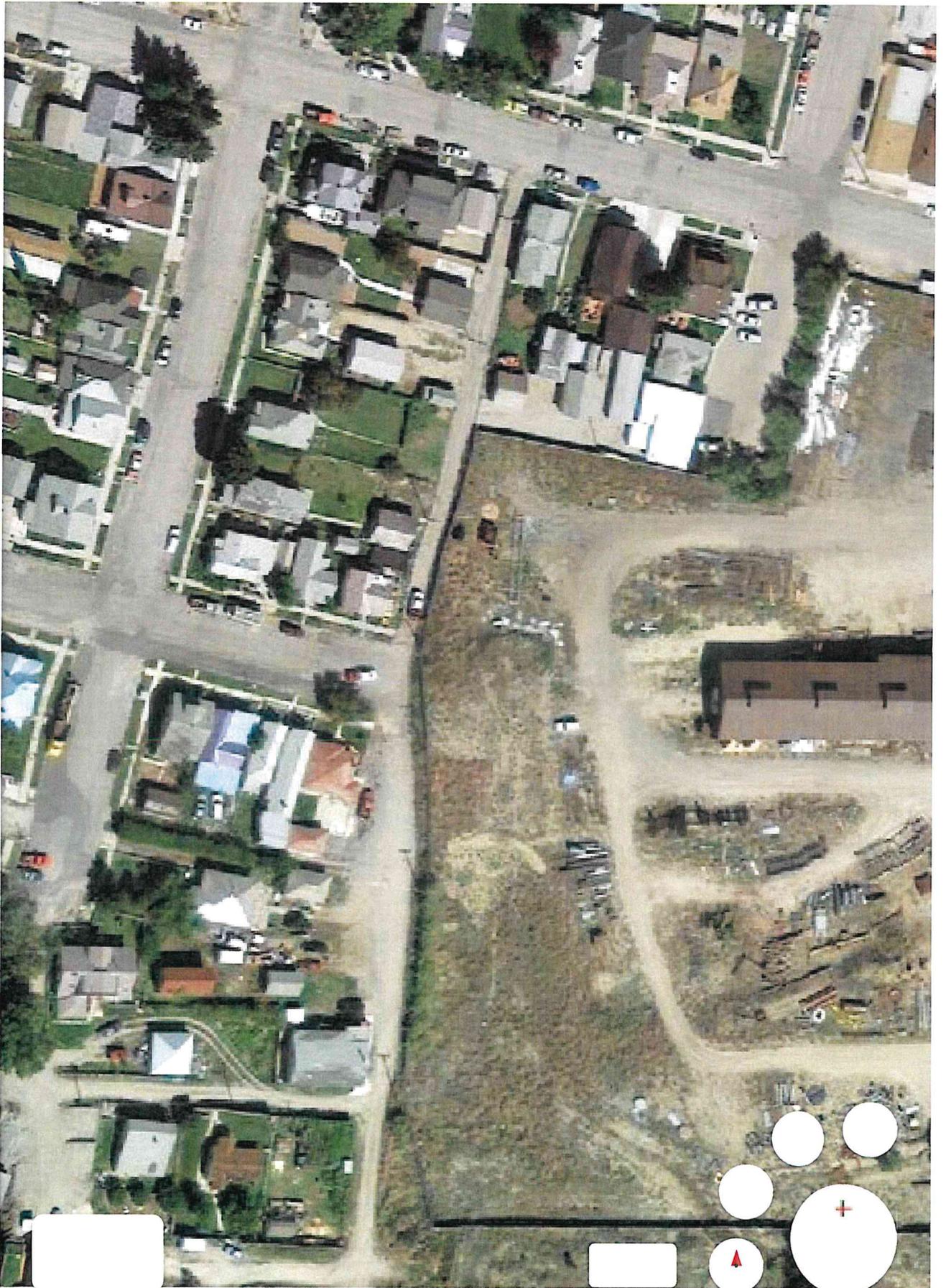
It should be noted that after the site investigation and before the completion of the report the adjacent landowner (JEBCO) removed or caused to be removed a fence at the end of Washington Street that acted as a buffer between the industrial and residential areas.

After reviewing the petition, prior abandonment documentation, and site investigation I suggest that the Commission do the following:

- Declare that Washington Street between Sixth and Seventh Street will remain a dead-end street and will be signed as a dead-end street and the trees will remain in place.
- Declare that Washington Street between Sixth and Seventh Street will remain a County Road but declare it an unmaintained road.
- Declare that the end of Seventh Street is a dead-end road and will remain closed.
- Declare that the County will require the adjacent landowner (JEBCO) to install something (such as a privacy fence) at the end of Washington Street, between Washington Street and JEBCO property, that will allow for a separation between the industrial area and residential area.

Outside of this petition, I also recommend that the Commission consider developing a truck route for this area of town that will allow for a set route for truck traffic.

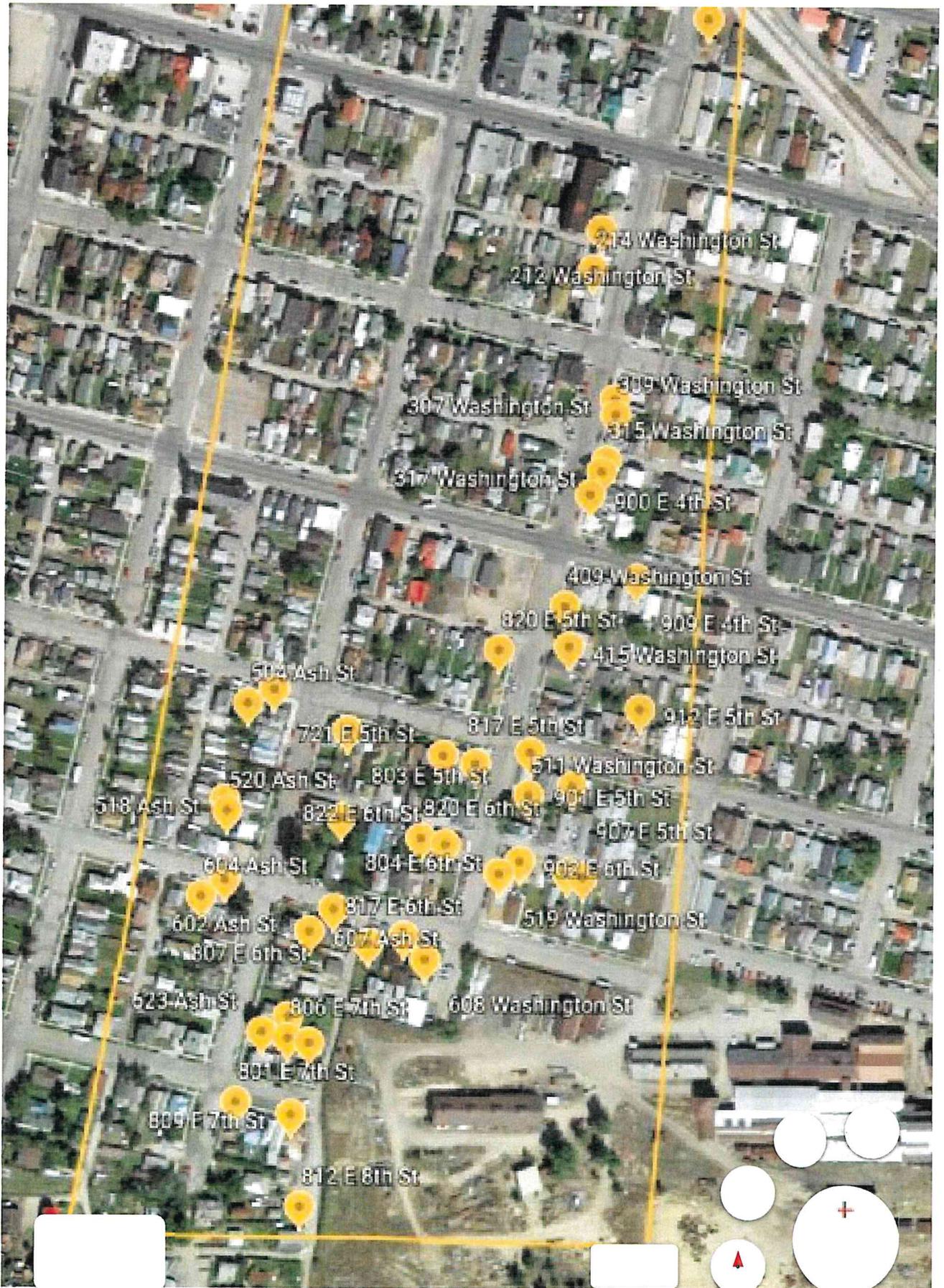
Exhibit B



100%

Camera: 2,085 m 46°07'18"N 112°56'39"W 1,607 m

Exhibit A



100%

Camera: 2,947 m 46°07'22"N 112°56'01"W 1,592 m

ANACONDA-DEER LODGE COUNTY SPECIAL EVENT PERMIT
Ref. County Ordinance No. 120, Resolution No. 10-32, MCA 7-1-4124-Powers

Application Date: 9/16/2020 Special Event Meeting Date: 10/10/2020

Business/Organization: Anaconda Catholic Community

Name on Business License: _____

Mailing Address: Pennsylvania Ave

Phone Number: 563-8406 Fax: _____

Proposed Event: Pray a public rosary for America

Location of Event: Durston Park + to don't our nation

Event Date(s): 10/10/2020 Time(s): 11:00 AM

Applicant: Rebecca Ellis Rebecca Ellis
(Print Name) (Sign Name)

Sign-Off & Comments:

Fire/Ambulance Department:
Ronald J Toela

Law Enforcement: Tim Bankell

Sanitarian Department:

Planning Department:
Chad [Signature]

Parks & Recreation: John L. Hall

Road Department: Wayne Wood

Approved: _____ Date: _____
ADLC, CEO

Certificate of Coverage

Date: 9/18/2020

Certificate Holder
 Roman Catholic Diocese of Helena, MT
 Central Business Office
 P O Box 1729
 Helena, MT 59624

Covered Location
 Anaconda Catholic Community
 217 West Pennsylvania
 Anaconda, MT 59711

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8545	7/1/2020	7/1/2021	Each Occurrence	1,000,000
					General Aggregate	
					Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage only extends for claims arising out of Anaconda Catholic Community's use of Durstan Park for a Rosary Rally on October 10, 2020.

Holder of Certificate	Cancellation
Additional Protected Person(s) Anaconda Deer Lodge County 800 Main Anaconda, MT 59711	<p>Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail ³⁰ days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.</p> <p>Authorized Representative </p>
0020001036	

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 10/10/2020

Cancellation Date of Endorsement: 10/11/2020

Certificate Holder: Roman Catholic Diocese of Helena, MT
Central Business Office
P O Box 1729
Helena, MT 59624

Location: Anaconda Catholic Community
217 West Pennsylvania
Anaconda, MT 59711

Certificate No. 8545 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
Anaconda Deer Lodge County
800 Main
Anaconda, MT 59711

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends for claims arising out of Anaconda Catholic Community's use of Durstan Park for a Rosary Rally on October 10, 2020.


Authorized Representative