

Administration and Finance Committee Agenda

4. ADJOURNMENT

Missoula City Council Administration and Finance Committee Minutes

January 29, 2020

12:30 PM

City Council Chambers

140 W. Pine Street, Missoula , MT

Members present: **Stacie Anderson, Mirtha Becerra, John P. Contos, Heather Harp, Jordan Hess, Gwen Jones (chair), Julie Merritt, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West**

Members absent: **Jesse Ramos**

1. ADMINISTRATIVE BUSINESS

1.1 Roll Call

1.2 Approval of the Minutes

Change to January 15, 2020, meeting minutes:

Correction on item 3.2 regarding the GIS Professional Services Agreement for Aerial Imagery - the minutes indicate that Amber Sherrill voted no and Sandra Vasecka voted yes. The correct vote information was SHERRILL voting YES and VASECKA voting NO. Corrected minutes stand as approved.

2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

No public comment.

3. COMMITTEE BUSINESS

3.1 Review items held in City Council committees

5 minutes

One item held on referral list: Parental Leave Policy sponsored by Heidi West. Plan to keep the item for now.

No motion—review held items and identify those that can be removed and/or assigned a new sponsor.

3.2 Resolution adopting the 2019 Service Area Report Impact Fee Study and associated fees and Ordinance amending Impact Fee regulations and procedures

30 minutes

Dale Bickell, City of Missoula Chief Administration Officer, presented the agenda item and introduced Carson Bise, principal with consultant firm TischlerBise hired for the impact fee study.

Mr. Bickell shared a PowerPoint presentation.

Mr. Bise described impact fees and explained the 2019 Service Area Report and Impact Fee Survey.

Stacie Anderson asked for clarification on the legal framework for how impact fees can be used as it is important to understand the laws that dictate impact fee usage. Mr. Bise explained the state and federal requirements around impact fees. Ms. Anderson emphasized that the City is following the law related to how impact fees can be used, on which projects, and for what reasons.

Mr. Bise proceeded with his presentation.

Heather Harp asked whether different methodologies are being used for different projects. Mr. Bise explained that the same methodology is being used for all projects with the exception of the Police Department evidence room and that he would expound upon that later in the presentation.

Mr. Bise proceeded with his presentation.

Jordan Hess asked about dedicated revenue funding for neighborhood parks and Mr. Bise explained how that works. Mr. Hess asked Mr. Bickell to explain the funding for neighborhood parks. Mr. Bickell explained.

Mr. Bise proceeded with his presentation.

Stacie Anderson asked a question related to impact fee for Fire services. Mr. Bise explained the growth projection numbers. Mrs. Anderson followed up with how does the City use impact fees to build the Police evidence locker room compared to the this Fire example.

Julie Merritt asked for clarification related to the 10-year demand.

Mr. Bise explained both and gave examples, then proceeded with his presentation.

Jordan Hess asked for clarification related to the difference in commuter patterns between vehicles and alternative modes of transportation like walking or biking; Mr. Bise explained.

Mr. Bickell explained the fees and allocations recommended by City administration.

Mrs. Anderson pointed out there was a technical issue with the streaming and recording audio, which was corrected.

Mr. Bickell shared a comparison of other communities with impact fees.

Mrs. Anderson stated the impact fees have always been a fixed, flat fee and not based on a percentage, but compared to the Percentage of Median Home Price slide, that could be confusing for some. Mr. Bickell concurred impact fees have been a flat fee and have not changed since 2007. Mrs. Anderson also noted it is also hard to compare Missoula to Whitefish because Whitefish has a Local Option Sales Tax to use for alternative funding, and Missoula is not allowed to do so per state legislature.

Mr. Bickell noted that although Whitefish has a Local Option Sales Tax, it also has impact fees. It is not an apples-to-apples comparison. Mr. Bickell reviewed the "next steps" timeline of dates for the impact fee process (Monday, February 3 - Public Hearing on the adoption of the 2019 Service Area Report and Impact Fee Study and setting rates;

Monday, February 24 - Public Hearing on ordinance changes; Thursday, January 30, 5:30pm - open house with development community) and Chairwoman Gwen Jones clarified the motion for today's vote.

Heidi West asked for clarification whether impact fees are used on new construction and not extensive remodels. Mr. Bise explained that impact fees are designed for new building permits with further explanation related to size. Mr. Bickell provided additional comments. Mrs. West requested that the presentation of the Peer City slide also include the peer city median house price.

Heather Harp asked that because fees haven't been increased since 2007, whether there could be incremental impact fee increases considered on a more regular basis, for a smaller bump in the rate at a time. Mr. Bickell stated yes that with the new study to rely on, Council could consider impact fee changes annually on a budgetary basis. She asked too, if all the projected impacts could be placed on one slide for comparison, and stated she and he could talk after the meeting for clarification.

Amber Sherrill asked what is the average number of years these studies are conducted. Mr. Bickell confirmed the study was conducted in 2007 and implemented the transportation impact fee the same year, but no other increases occurred.

She also inquired about how impact fees relate to affordable housing and Mr. Bise clarified.

Julie Merritt asked what the Impact Fee Advisory Committee comments were related to this study from the IFAC meeting held this morning. Mr. Bickell stated the committee adopted the study and it is compliant with state law. He further explained that the Impact Fee Advisory Committee has no authority to establish fees - that is Council policy approval - but IFAC is discussing the eligibility of projects.

Mrs. Anderson made the motion and previewed questions she will bring to the next meeting. Committee Chairwoman Jones recommended Mrs. Anderson present these questions related to the housing policy instead and they would not be appropriate related to the rate structure.

Mrs. West asked how impact fees interact with the Adaptive Reuse ordinance for historic buildings related to the potential new use of a building. Mr. Bickell responded to how impact fees would be used related to change of use.

No public comment.

Voice vote was taken and was unanimous in favor to set the public hearing on Monday, February 24, 2020.

Moved by: Stacie Anderson

[First reading and preliminary adoption] Set a public hearing on February 24, 2020 and preliminarily adopt an ordinance generally amending Chapter 15.66 Missoula Municipal Code entitled "Development Impact Fee Procedures and Requirements" to update the procedures and requirements associated with impact fees in accordance with the 2019 Service Area Report and Fee Study.

AYES: (10): Stacie Anderson, Mirtha Becerra, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

ABSENT: (2): John Contos, and Jesse Ramos

Vote results: Approved (10 to 0)

4. ADJOURNMENT

Meeting adjourned at 1:34 PM.



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Administration and Finance

Item: Relationship Violence Services Agreement

Date: January 30, 2020

Sponsor(s): Jim Nugent

Prepared by: Kelleen Roseboom

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input type="checkbox"/> N/A

Action Required:

Authorize the mayor to sign the FY 2020 Relationship Violence Services Agreement in the amount of \$171,214.00.

Recommended Motion(s):

I move the City Council: authorize the mayor to sign the FY 2020 Relationship Violence Services Agreement in the amount of \$171,214.00.

Timeline:

Referral to committee:	February 3, 2020
Committee discussion:	February 5, 2020
Council action (or sets hearing):	February 10, 2020
Public Hearing:	Click or tap here to enter text.
Deadline:	Click or tap here to enter text.

Background and Alternatives Explored:

Annual contract renewal with Relationship Violence Services.

Financial Implications:

Budgeted for \$171,214

Links to external websites:

RELATIONSHIP VIOLENCE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman, Missoula, Montana 59802, hereinafter referred to as "City," and **MISSOULA COUNTY**, a political subdivision of the State of Montana, 200 W. Broadway, Missoula, MT 59802, hereinafter referred to as "County").

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

1. **Purpose:** The County will provide Crime Victim Advocate services and Healthy Relationship services for the City. The Crime Victim Advocate services will be at least 40 hours per week of criminal and 40 hours per week civil Crime Victim Advocate services in cases arising in the City of Missoula and pending before the Missoula Municipal Court involving partner or family member violence, sexual assault, stalking & harassment, order of protection violations and other offenses involving actual or threatened physical violence and injury such as assault. The Healthy Relationship services will be at least 32 hours per week and will provide primary prevention or sexual and dating violence services to residents of the City of Missoula.
2. **Term of Agreement:** The initial term for this Agreement shall be **July 1, 2019 to June 30, 2020**, and be automatically renewed each fiscal year unless terminated by either party per Section 10 of this Agreement.
3. **Scope of Work:** County will perform the work and provide the services in accordance with the requirements of the Scope of Services attached hereto as Exhibit A; and
4. **Timeline and Reporting:** County shall provide the City with status reports as required by the Scope of Services, Exhibit A.
5. **Payment:** City agrees to pay County **\$171,214** per year for the services set forth in Section 1. (Budget detail attached as Exhibit B.)
6. **Records:** County shall maintain reasonable and sufficient records incident to the performance of this Agreement to enable the City to document the performance of this Agreement. County shall provide access to those records by the City and any independent auditor and to representatives of the state or federal government subject to requirements of confidentiality as determined by crime victim advocate standards and State law.
7. **Professional Service:** County agrees that all services and work performed hereunder will be accomplished in a professional manner.
8. **Compliance with Laws:** Both parties agree to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.

9. **Nondiscrimination and Affirmative Action:** County agrees that all hiring by County of persons performing this Agreement will be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications. County further agrees to comply with the City's Affirmative Action policy attached hereto as Exhibit C.

10. **Default and Termination:**

a. **Termination for cause.** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in Section 14 of this Agreement.

b. **Termination without cause.** Either party may terminate this agreement without cause by providing the other party a six-month written notice of its intent to terminate the agreement.

c. **Payment.** If the Agreement is terminated prior to completion, City shall be responsible for paying County for completed work within thirty (30) days of termination.

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

12. **Public Access to Information:** Both parties agree that they are local government entities and their records are subject to disclosure under Montana Law. Certain information may be protected from disclosure. Protected information includes confidential criminal justice information, information concerning an individual privacy interest, advocate privilege, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

13. **Principal Contacts:** All notices, demands, consents and reports must be given in writing and delivered personally or mailed to the following designated contacts:

City's designated contacts are:

John Engen	Dale Bickell	Jim Nugent
Mayor	Chief Admin. Officer	City Attorney
435 Ryman	435 Ryman	435 Ryman
Missoula, Montana 59802	Missoula, Montana 59802	Missoula, Montana 59802

County's designated contacts are:

Chris Lounsbury	Shantelle Gaynor
Chief Operations Officer	Relationship Violence Services Director
200 West Broadway	200 West Broadway
Missoula, Montana 59802	Missoula, Montana 59802

14. Applicability. This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. In the event of litigation concerning this Agreement, venue shall be in the 4th Judicial District in and for the County of Missoula, Montana.

15. Severability. Should any part of this Agreement be deemed invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

16. Waiver. No waiver of compliance with any provision or condition of this Agreement shall constitute a waiver of any other provision or condition previously waived as to new circumstance or events.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF MISSOULA

COUNTY OF MISSOULA

John Engen, Mayor

Juanita Vero, County Commissioner

ATTEST:

Martha L. Rehbein, CMC

David Strohmaier, County Commissioner

APPROVED AS TO FORM AND CONTENT:

Josh Slotnick, County Commissioner

Jim Nugent, City Attorney

ATTEST:

Tyler R. Gernant, Clerk and Recorder

EXHIBIT A

Scope of Services Relationship Violence Services

Referenced to and made a part of the Professional Services Agreement between the City of Missoula and Missoula County, commencing on July 1, 2019 (fiscal year 2020).

Under the terms of the Professional Services Agreement, County will provide the following services or tasks or work products:

1. County will perform 40 hours per week of criminal and 40 hours per week of civil Crime Victim Advocate services in cases arising in the City of Missoula and pending before the Missoula Municipal Court involving partner or family member violence, sexual assault, stalking and harassment, order of protection violations and other offenses involving physical violence and injury such as assault. This is specifically accomplished through the Advocacy Guiding Principles set forth in the Crime Victim Advocate Program Direct Services Procedures. Training, conferences, and certification courses pertaining to crime victim advocacy and services are encouraged and up to 40 hours annually shall be counted as service hours under this agreement. Depending on weekly caseload, training, conferences, paid time off, etc., it is the intent of this Agreement that at least one half of the total hours per week (80 hours total) shall pertain to criminal case services and remainder may pertain to civil services. County shall designate specific employees to provide these services and report these designations to the City's Principal Contacts. The designated employee providing criminal crime victim advocate services will perform these duties at an office located in the Missoula Police Department. City will provide adequate workspace, furniture, etc. County will provide necessary computer(s). The designated employee providing civil crime victim advocate services under this agreement will perform these duties at an office designated by the County. The County will provide adequate workspace, furniture, etc. and necessary computer(s).

Crime Victim Advocate staff that is funded by the County and/or grant sources will be available to provide back-up services to City-funded advocates if they are on leave for any reason. Additionally, should a City-funded advocate have a conflict of interest in a case, another advocate will be assigned to that case. County and Grant-funded staff also provides supervision, training, and case-load management to all Relationship Violence Services staff. Finally, the Relationship Violence Services Director will continue to research funding opportunities and apply for addition grant funds to continue to enhance advocacy programming in the City of Missoula and the JUST Response Coordinator will continue to serve on the Missoula Police Department External Review Panels for cases involving sexual violence.

2. County shall perform general Crime Victim Advocacy services including, but not limited to:
 - a. Provide notification to the victims of the crime of the arrest of the accused person/s and the nature of the charges (when the victim can be located). Additionally, staff will secure the victims views on release pending judicial proceedings, including contact provisions. Contact with the victim will be attempted by phone before the

accused first appears in court. If the victim is not available by telephone, the Crime Victim Advocate Program will send a letter, unless victim safety may be compromised, with the above information to the victim. A copy of the letter or form, minus any confidential or personal information, will be provided to the City Attorney's Office.

- b. Maintain contact (upon provision of current phone and mailing information) with the victim in order to notify and obtain his/her views regarding release, plea negotiations, case dismissal, pretrial diversion, and sentencing. The Crime Victim Advocate Program will also explain the basic criminal justice process and victims' rights.
 - c. Provide information regarding the State of Montana's Crime Victim's Compensation Program and assist in filling out this paperwork. The Crime Victim Advocate Program will also provide the victim a form for restitution ("loss statement"), and if the form is returned to the Crime Victim Advocate Program, it will be forwarded to the City Attorney's Office.
 - d. Provide information to the victim regarding dates and times of relevant hearings.
 - e. Provide Orders of Protection information and assistance in obtaining this civil order to qualifying victims.
 - f. Provide crisis counseling, follow-up counseling, and criminal justice advocacy, to help victims secure their rights and court-related services.
 - g. Serve as support during interviews with law enforcement, prosecutors or other criminal justice system professionals. Serve as support during court appearances and trials.
 - h. Consult about emergency safety planning and refer victims to other community services.
3. County shall perform specific Criminal Advocacy services as follows:
- a. Excluding weekends and holidays, daily roster check for new criminal cases involving partner or family member violence, sexual assault, stalking & harassment, order of protection violations and other offenses involving actual or threatened physical violence and injury related to intimate partner violence. May provide advocacy to other assault cases upon request from the prosecuting attorney.
 - b. Obtain incident report from CAO to create files and perform lethality and outreach assessment.
 - c. Contact victims in cases prosecuted by the CAO pursuant to the Direct Services Procedures.

- i. In coordination with the CAO and Missoula Police Department, for victims who cannot be reached by phone, attempt in-person contact (to be made only when accompanied by CAO representative and MPD officer).
 - d. Provide information to the CAO pursuant to the Direct Services Procedures.
 - i. With consent of the victim, obtain information including follow-up photographs of injuries and provide to CAO; and
 - ii. If known and with consent of the victim, advise CAO of any open or pending civil Orders of Protection, dissolution proceedings, or parenting plan proceedings.
 - e. With the consent of the victim, provide information to CAO.
 - i. Coordinate with CAO to schedule and attend meeting between victim and prosecutor; and
 - ii. Coordinate with CAO to schedule and attend any interview of victim by defense counsel.
 - f. When possible and in coordination with CAO, attend arraignments related to new cases.
 - g. In coordination with CAO, attempt phone contact with and also notify victims in writing of all scheduled court dates and outcomes including:
 - i. notice of filed charges resulting in issuance of bench warrant;
 - ii. following initial appearance/arraignment, notice of bond, conditions of release, next court date and assigned prosecutor;
 - iii. notice of trial date to be sent within 10 business days of when trial date is set;
 - iv. notice of any failure to appear by the defendant at pretrial hearings;
 - v. change of plea and/or sentencing date;
 - vi. following change of plea/sentencing, copy of sentencing order and explanation of terms of sentencing;
 - vii. notification of post-sentencing violation by the defendant of terms of sentence; and
 - viii. notification of completion or expiration of sentence.
 - h. Participate as needed in CAO pretrial preparation of victim.
 - i. Accompany or provide support to victim during trial.
- 4. To facilitate this collaboration and meet the needs of victims of crime, the Missoula City Attorney's Office will:
 - a. Notify the Crime Victim Advocate Program in a timely manner of relevant events. This includes notifying staff of the arrest of an accused person, as well as information about pending plea negotiations, case dismissal, pretrial diversion, trial and sentencing, if applicable.
 - b. Notify the Crime Victim Advocate Program of pending plea offers or proposed changes of plea offers and the scheduled date for the Change of Plea.

- c. Allow the Crime Victim Advocate Program agreed upon access to City Attorney Office files and computerized database.
5. Both parties understand and stipulate to the following:
- a. The Crime Victim Advocate Program understands the sensitive, confidential nature of City Attorney files, and will not disclose the contents of those files or make copies from them without the knowledge and consent of the City Attorney or authorized staff. Only Crime Victim Advocate Program paid staff, interns or work-study students who have signed a City Attorney's Office confidentiality agreement will have access to Attorney files and information. Information in these files will only be used to complete the work of the Crime Victim Advocate Program and will not be shared elsewhere.
 - b. The Crime Victim Advocate Program seeks to empower victims of crime by supporting their choices and desires. Services are only provided to clients who want them. Clients may use some or all available services and may discontinue services at any time. The Crime Victim Advocate Program only shares client information with their permission.
6. County will provide monthly reports and quarterly updates to the City of Missoula on tasks and accomplishments of general and specific services listed above.
7. County shall perform general Healthy Relationships Project services including, but not limited to:
- a. Provide healthy relationships and consent education to Missoula County District 1 middle school students at teacher request.
 - b. Provide healthy relationships and consent education to Missoula County District 1 high school health classes at teacher request.
 - c. Provide healthy relationships and consent education workshops for Missoula County District 1 middle school health teachers.
 - d. Provide violence prevention/bystander intervention workshops for social service providers, bars, and medical community.
 - e. Serve as a liaison between CVA clients (grades 8-12) who have been victims of sexual misconduct in partnership with Missoula County Public Schools to support Title IX investigations.
 - f. Serve on Make Your Move Missoula Advisory Board (which includes Relationship Violence Services, the YWCA Missoula, the Forum for Children and Youth and the University of Montana) – attend monthly meetings, committee meetings, and ad hoc meetings to plan and implement primary prevention activities targeting 16-24 year old individuals. Strategies may include social marketing plan, trainings, and evaluation of project activities.
 - g. Supervise Make Your Move Outreach Coordinator and support her work to coordinate Make Your Move's consent education marketing campaign and bar education workshops. The Make Your Move Coordinator increases the impact of prevention programming.
 - h. Research funding opportunities and apply for additional grant funds, and submit quarterly reports to continue to enhance prevention programming in the City of Missoula.

- i. Provide quarterly updates on prevention activities to the Missoula City Council Public Safety Committee.
- j. Participate in other collaborations including but not limited to:
 - Missoula County Public Schools Graduation Matters Wellness Subcommittee and Behavioral Health Workgroup
 - University Council on Student Assault (UCSA)
 - Power Up, Speak Out! Statewide Prevention Council
 - Healthy Sexuality Network

Scope of Services Healthy Relationships Project

The City of Missoula funds .75 FTE for Kelly McGuire, the Prevention Coordinator for Relationship Violence Services.

Annual Work Plan for Kelly McGuire, Outreach Manager

1. Provide healthy relationships and consent education to Missoula County District 1 middle school students at teacher request.
2. Provide healthy relationships and consent education to Missoula County District 1 high school health classes at teacher request.
3. Provide healthy relationships and consent education workshops for Missoula County District 1 middle school health teachers.
4. Provide violence prevention/bystander intervention workshops for social service providers, bars, and medical community.
5. Serve as a liaison between CVA clients (grades 8-12) who have been victims of sexual misconduct in partnership with Missoula County Public Schools to support Title IX investigations.
6. Serve on Make Your Move Missoula Advisory Board (which includes Relationship Violence Services, the YWCA Missoula, the Forum for Children and Youth and the University of Montana) – attend monthly meetings, committee meetings, and ad hoc meetings to plan and implement primary prevention activities targeting 16-24 year old individuals. Strategies may include social marketing plan, trainings, and evaluation of project activities.
7. Supervise Make Your Move Outreach Coordinator and support her work to coordinate Make Your Move's consent education marketing campaign and bar education workshops. The Make Your Move Coordinator increases the impact of prevention programming.
8. Research funding opportunities and apply for additional grant funds, and submit quarterly reports to continue to enhance prevention programming in the City of Missoula.
9. Provide quarterly updates on prevention activities to the Missoula City Council Public Safety Committee.
10. Participate in other collaborations including but not limited to:
 1. Missoula County Public Schools Graduation Matters Wellness Subcommittee and Behavioral Health Workgroup
 2. University Council on Student Assault (UCSA)
 3. Power Up, Speak Out! Statewide Prevention Council
 4. Healthy Sexuality Network

EXHIBIT B**Annual Budget**

CRIME VICTIM ADVOCATE PROGRAM (Direct Services) The requested continuation funding supports 2 FTE advocate positions within RVS (of 7.5 FTE total).

- 1 FTE CRIME VICTIM ADVOCATE – Criminal Advocate (City Attorney Office); Kim Harvey
- 1 FTE CRIME VICTIM ADVOCATE – Civil Advocate (Walk in/Order of Protection Assistance); Annelise Neirson

HEALTHY RELATIONSHIPS PROGRAM (Prevention Services) .75 FTE prevention positions within RVS (of 3.65 FTE total)

- .75 FTE PREVENTION MANAGER – Prevention services provided to area schools and businesses; Kelly McGuire

Employee Name (Last, First)	Position Title	FTE	Hourly Rate (FY20)	Total Hours	Salary	Fringe	TOTAL
McGuire, Kelly	Outreach Mgr.	0.75	25.46	1,566	39,873	14,753	54,626
Harvey, Kim	CVA I (crim)	1.00	18.30	2,088	38,217	14,140	52,357
Neirson, Annelise	CVA II (civil)	1.00	22.45	2,088	46,884	17,347	64,231
					124,974	46,240	171,214

RVS FY19 Fringe Rate	37.00%
Cost of living increase: FY20	3.00%

EXHIBIT C

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Human Resource staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Administration and Finance

Item: Montana Board of Crime Control Victims of Crime Act Grant Award
(Victim Witness Assistant Project)

Date: January 30, 2020

Sponsor(s): Jim Nugent

Prepared by: Kelleen Roseboom

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input type="checkbox"/> N/A

Action Required:

Authorize the mayor to sign the fiscal year 2020 – fiscal year 2021 Montana Board of Crime Control Victims of Crime Act grant award (18-V01-92395) in the amount of \$96,441.00 for the Victim Witness Assistant Project.

Recommended Motion(s):

I move the City Council: Authorize the mayor to sign the fiscal year 2020 – fiscal year 2021 Montana Board of Crime Control Victims of Crime Act grant award (18-V01-92395) in the amount of \$96,441.00 for the Victim Witness Assistant Project.

Timeline:

Referral to committee:	February 3, 2020
Committee discussion:	February 5, 2020
Council action (or sets hearing):	February 10, 2020
Public Hearing:	Click or tap here to enter text.
Deadline:	Click or tap here to enter text.

Background and Alternatives Explored:

Montana Board of Crime Control Victims of Crime Act grant award acceptance. Second award for the project, which initiated in fiscal year 2018.

Financial Implications:

Budgeted for \$96,441.00 with \$77,153.00 federal grant monies awarded and \$19,288.00 guaranteed local match from the City of Missoula.

Links to external websites:



STATE OF MONTANA
BOARD OF CRIME CONTROL
5 Last Chance Gulch - Helena MT 59601-4178
Phone: (406) 444-3604 Fax: (406) 444-4722

GRANT AWARD

Subgrant: **18-V01-92395** **Victim Witness Assistant Project**

Grantee: Missoula City Attorney
435 Ryman
Missoula, MT 59802

FEIN: 816001293
Duration: 10/01/2019 through 06/30/2021
Proj. Dir: Kelleen Roseboom

Award Date:	10/01/2019	Personnel:	\$94,551.00
Federal Amount Awarded:	\$77,153.00	Contract Services:	\$0.00
State Amount Awarded:	\$0.00	Travel:	\$0.00
Guaranteed Local Matching:	\$19,288.00	Equipment:	\$0.00
		Operating:	\$1,890.00
Total:	\$96,441.00	Total:	\$96,441.00

Source of Federal Funds: 16.575 - Crime Victim Assistance (V)

Special Conditions

Please see attached Special Conditions

I am pleased to inform you that the Board of Crime Control has approved your application for financial assistance. This grant is subject to the special conditions listed above, general conditions attached hereto, and must be implemented and administered along guidelines already established by your agency. This grant shall become effective, as of the date of award, when the grantee signs and returns a copy of this grant award to the Board of Crime Control.

Funds allocated to this project, both awarded and matching, must be obligated prior to: **06/30/2021**

Natalia Bowser
Crime Control Bureau Chief
Dept. of Corrections
Montana Board of Crime Control

Date

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above described grant on the terms and conditions set forth above or incorporated by reference therein.

John Engen
Mayor

Date

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1. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the sub-recipient is to contact MBCC promptly for clarification. [ML2]

2. This grant award is conditional upon availability of government funds and may be reduced at anytime due to budget reductions. [ML10]
3. Award of this grant does not commit the Board of Crime Control to future funding. [ML11]
4. Applicant must maintain time and attendance records to support personnel costs associated with grant project. [ML12]
5. State rates for mileage, per diem, and lodging are maximum amounts that can be charged to subgrants funded by MBCC.

Mileage rate: Effective 01/01/2019 58.0 cents per mile

Meals Allowance:	In-State	Out-of State
Morning Meal (12:01AM-10:00AM)	\$7.50	\$13.00
Midday Meal (10:01AM-3:00PM)	\$8.50	\$14.00
Evening Meal (3:01PM-12:00AM)	\$14.50	\$23.00
	\$30.50	\$50.00

In order to claim reimbursement for a meal, you must be in a travel status for more than 3 continuous hours within one of the time ranges. To receive the morning meal you must leave before 7:00AM and to receive the evening meal you must return after 6:01PM.

The lodging rate for Montana and federal lodging rate for out-of state lodging is available through the Internet at the following location:

<https://montana.policytech.com/dotNet/documents/?docid=690&mode=view>.

Grant funds may not be used to pay for out-of state travel without prior approval from MBCC.

Grant funds cannot be used for costs and fees associated with cancelation or changes to travel, (ie. Airline, hotels, registration, etc.) unless approved by MBCC.

Reimbursement for lodging without a receipt will be \$12.00

Allowable expenses include emergency working supplies taxi fares, and business telephone calls. Paid receipts must support individual expense items of \$25.00 or more.[ML15] [ML15]

6. The maximum rate for consultants is \$650.00 (excluding travel and subsistence costs) for an eight (8) hour day. An 8-hour day may include preparation, evaluation and travel time in addition to the time required for actual performance. Prior approval is required by MBCC for a rate exceeding \$650 or \$81.25 per hour. [ML16]

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7. The subrecipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable and must be used to further the objectives of the program or deducted from the total project costs for the purpose of determining the federal share of costs. Further, the use of program income must be shown on the quarterly Financial Status Reports. [ML19]
8. Quarterly progress, financial, narrative and statistical reports, in a format required by MBCC are required for calendar quarters ending: September 30, December 31, March 31, and June 30. These reports are to be received by the Montana Board of Crime Control within 10 days following the end of the calendar quarter. Subgrantees who fail to submit reports by the due date will be subject to the following:

FIRST LATE REPORT: Subgrantee will be notified to cease all expenditures of grant funds until the reports are submitted.

SECOND LATE REPORT: The grant will be cancelled. The project director must appear before the Application Review Committee and petition to get the grant reinstated. [ML26]
9. Consultant services provided by consultants employed with profit, nonprofit, and not-for-profit organizations are subject to competitive bidding procedures. Contracted services provided by other types of organizations may also have restrictions. Please check with Crime Control staff prior to committing grant funds. [ML28]
10. Subgrantee may be required to appear before a subcommittee, at the Board's discretion, to explain their progress towards successful implementation of the grant. Should grant problems or deficiencies be detected, the subcommittee is authorized to initiate corrective actions. [ML34]
11. Any funds not properly obligated during the grant period shall lapse and revert to the Montana Board of Crime Control. [ML40]
12. Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities by this condition are:

- a. New Construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register for Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and

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agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of the national or program environmental assessment of that funded program or activity. [ML49]

- 13 **COMMENCEMENT WITHIN 60 DAYS.** If a project is not operational within 60 days of the original start date of the award period, the subgrantee must report by letter to MBCC the steps taken to initiate the project, the reasons for delay, and the expected start date.
- OPERATIONAL WITHIN 90 DAYS:** If a project is not operational within 90 days of the original start date of the award period, the subgrantee must submit a second statement to MBCC explaining the implementation delay. Upon receipt of the 90-day letter MBCC may cancel the project. MBCC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrantee files and records must so note the extension. [ML60]
- 14 The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--

Mail:

U.S. Department of Justice
Office of the Inspector General
Investigations Division
950 Pennsylvania Avenue
N.W. Room 4706
Washington, DC 20530

OR:

e-mail: oig.hotline@usdoj.gov

OR:

DOJ OIG Hotline:

(contact information in English and Spanish): (800) 869-4499
or hotline fax: (202) 305-8447

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig. [ML70]

- 15 Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. [ML76]
- 16 The subgrantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm> [ML78]
- 17 The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for

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expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at: <https://www.ojp.gov/financialguide/doj/index.htm> or <http://www.ovw.usdoj.gov/grantees.html>. [ML79]

- 18 Subgrantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB, OJP, and/or OVW). Subgrantee agrees to obtain a Dun & Bradstreet (DUNS) number and to maintain a current registration. The details of subgrantee obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> or the Office of Violence Against Women web site at <http://www.ovw.usdoj.gov/docs/sam-award-term.pdf> [ML89]
- 19 The Grantee and Subgrantee authorizes Montana Board of Crime Control (MBCC), the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to an the right to examine all records, books, paper or documents related to the grant. [ML93]
- 20 The subgrantee assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.
 - a) be awarded only to eligible VOCA assistance organizations, 42 U.S.C. 10603(a)(2);
 - b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603 (a)(2); and
 - c) be allocated in accordance with program guidelines or regulations implementing 42 U.S.C. 10603(a)(2)(A) and 42 U.S.C. 10603(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and unserved victims of violent crimes as identified by the State. [ML94]
- 21 The subgrantee agrees that it will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by those receiving assistance. [ML95]
- 22 The subgrantee agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website at <https://ojp.gov/financialguide/DOJ/index.htm>, including any updated version that may be posted during the period of performance. [ML106]
- 23 The subgrantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP, or OVW, as appropriate) during the grant period of performance for this award, if the sub-recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list. [ML107]
- 24 The subgrantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subgrantee must promptly notify, in writing, the MBCC grant manager of the potential duplication, and, if requested by MBCC, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding. [ML108]
- 25 The subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to partnerships with Faith-Based and Other Neighborhood Organizations. The grantee must specifically include any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of

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religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient organizations that engage in or conduct explicitly religious activities as well as rules and requirements that pertain to subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and other Neighborhood Organizations", is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data. [ML112]

- 26 Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application. [ML129]
- 27 The subrecipient must collect, maintain, and provide to MBCC, data that measures performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by MBCC, OJP and/or OVW. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws. [ML135]
- 28 A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise MBCC in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements. [ML141]
- 29 The subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm>. (Award condition: All subawards must have specific federal authorization), and are incorporated by reference here. [ML142]

- 30 The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here. [ML143]
- 31 The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance. [ML145]

- 32 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to

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use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here. [ML146]

- 33 In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or an subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact MBCC for guidance, and may not proceed without the express prior written approval of OJP and MBCC. [ML147]

- 34 Compliance with general appropriations-law restrictions on the use of federal funds

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, are set out at <http://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. [ML148]

- 35 Restrictions and certifications regarding non-disclosure agreements and related matters.

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency. [ML149]

- 36 The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient or sub-recipient that relate to the conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient, sub-recipient, and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award. [ML0]

- 37 The recipient and sub-recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient or sub-recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards. [ML178]
- 38 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program. [ML179]
- 39 The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs." [ML180]
- 40 If the recipient or any subrecipient ("subgrantees") at any tier, is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at

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OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient or subrecipient. The recipient's or subrecipient's disclosure must include the following:

1. The federal awarding agency that currently designates the recipient or subrecipient high risk
 2. The date the recipient or subrecipient was designated high risk
 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address)
 4. The reasons for the high-risk status, as set out by the federal awarding agency [ML181]
- 41 The recipient and subrecipient ("subgrantee") assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP. [ML182]
- 42 Responsibility for the day-to-day conduct of the project rests with the sub-recipient. This specifically includes operations, data collection, analysis and interpretation.
- Responsibility for the general oversight and redirection of the project, if necessary, rests with MBCC. MBCC will review and approve all activities in the requirements under the various stages, as approved in this award. [ML201]
- 43 On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.
- Effective September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, and references set out in other award requirements. [ML202]
- 44 The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipients breach procedures must include a requirement to report actual or imminent breach of PII to an MBCC Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. [ML203]

I, as authorized representative of the above grantee agency, hereby signify acceptance of the above special conditions.

John Engen
Mayor

Date