



**FISH, WILDLIFE & PARKS MONTANA TRAIL STEWARDSHIP GRANT PROGRAM
PROJECT AGREEMENT
TSP2121**

THIS AGREEMENT, entered into this July 9, 2021, by and between Montana Fish, Wildlife & Parks, the governmental agency of the State of Montana designated to act for the State of Montana, for the purpose of implementing the Montana Trail Stewardship Grant Program (TSP), with its principal place of business at 1420 East Sixth Avenue, Helena, Montana, hereafter called the "Department", and the Missoula, City of Parks and Recreation Department, 435 Ryman St., Missoula, MT 59802, hereinafter referred to as the "Recipient".

Program funds shall be used on the Missoula Asphalt Trails Preservation Project. Program funds shall be used to seal 2,000 linear feet of trail cracks and seal coat +/- 9.2 miles of paved trails--to include mobilization, mechanical sweeping, and traffic control--in Missoula.

WITNESSETH:

WHEREAS, the Recipient desires to conduct the Missoula Asphalt Trails Preservation Project and to comply with the reimbursement requirements as a recipient of the amount approved by the Department for this trails project; and,

WHEREAS, it is the desire of the Department to administer the grant to the Recipient of said project and to determine satisfactory completion and performance;

NOW, THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as hereinafter set forth, it is hereby understood and agreed by and between the parties hereto as follows:

1. That the Recipient will conduct the following described trail project in accordance with the plans and specifications approved with the Project Application submitted to the Department.
2. That the Recipient is ready to proceed on its project. Recipient will initiate project immediately and complete said project on or before October 15, 2024. Final request for reimbursement must be received no later than December 31, 2024. Any program funds associated with this project that are unexpended and which have not been requested for reimbursement by this date will be lost to the Recipient.
3. The Recipient guarantees that it has funds necessary for the implementation of this project, that it will pay for said project, and will request reimbursement for allowable costs only in accordance with program guidelines and which are approved in the Project Budget (Appendix A) and paid for by the Recipient. Upon receipt of satisfactory billing documentation from the Recipient, the Department agrees to reimburse the Recipient the allowable funds expended by the Recipient. The Department's share approved at this time shall not exceed **\$50,000.00**. The

Recipient will provide an amended budget, Project Cost Information, from their TSP application showing adjustments based upon the grant amount identified herein and explaining any changes in the scope of the project in the description text following said amended budget information. The amended budget information, if applicable, will be completed by the Recipient and uploaded in Grant management software program and must be completed prior to the return of the signed Project Agreement.

4. The Recipient acknowledges that flexibility between budgeted categories is permitted up to 10% of the total award. Expenditures differing by more than 10% must be approved by amendment request to the Outdoor Recreation Program Manager and submitted through the grant software program.
5. The Montana Trail Stewardship Grant Program allows 7% of total direct costs to be identified as administrative costs. Recipient acknowledges it is only eligible for administrative costs as part of the agreement if it was included with the original application.
6. The Montana Trail Stewardship Grant Program is a 90% trails program/10% Recipient cost-share program. At the time/s of request for reimbursement by the Recipient, the Recipient will account for Recipient funds expended and value of in-kind contributions, with the Recipient's share being not less than 10% of costs incurred. The Recipient total required match is not less than **\$5,555.56**.
7. The Recipient agrees to provide the Department with all reports and certifications, including accounting reports, receipts and vouchers as requested and in the form and upon the dates requested either prior to commencement of the project or at any time during the project. The Recipient also agrees to follow accounting procedures satisfactory to the Department and to provide, upon request at any time during the project, a financing commitment indicating that continued funds will be available for completion of the project as proposed in the referenced plans and specifications, and to reimburse the Department for any and all overpayments on this project. In addition, the Recipient agrees to allow Legislative, Department or State Auditors access to its records for the purpose of determining that this grant is administered in accordance with grant terms and conditions and, upon request, to provide the Department with a copy of any such audit.
8. Purchase of Goods or Services. Goods and services for trails projects typically include purchase of such things as equipment, equipment parts, equipment repairs, trailhead or trailside facilities, signs, rental of equipment or facilities, contracted labor for grooming, maintaining, rehabilitating, planning, engineering, developing or building trails.
 - a. No employee, officer or agent of the Recipient shall participate in the selection, award or administration of a contract supported by Montana Trail Stewardship Grant Program funds or matching funds if a real or apparent conflict of interest would be involved. Goods or services may not be purchased by the Recipient from any business in which the Recipient, an officer or agent has a financial or other interest.
 - b. Goods or Services **with a Total Contract Value** costing less than \$5,000 may be purchased without bids. However, it is recommended that price comparisons be made to ensure the best buy.

- c. Service Purchases **with a Total Contract Value** between \$5,001 and \$25,000 require limited solicitation. This should include cost proposals, by phone, fax or written format, from at least three prospective vendors if possible and if cost effective. If there are fewer than three potential vendors available, that must be documented. Recipient must utilize the limited solicitation form included in Appendix B and include completed form with the reimbursement request.
 - d. Supply Purchases **with a Total Contract Value** between \$5,001 and \$50,000 require limited solicitation. This should include cost proposals, by fax or written format, from at least three prospective vendors if possible and if cost effective. If there are fewer than three potential vendors available, that must be documented. Recipient must utilize the limited solicitation form included in Appendix B and include completed form with the reimbursement request.
 - e. Service Purchases **with a Total Contract Value** of over \$25,000 require formal invitation for bids or request for proposal. Recipient will follow its own solicitation process to secure bids for the project but must include the following:
 - i. Description of service and conditions applicable to the procurement;
 - ii. Description of evaluation criteria to be utilized;
 - iii. Adequate public notice before date set forth in the invitation for opening of bids;
 - iv. Record of each bid and relevant information including name of each bidder; information must be available to the public;
 - v. Award must be made by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
 - vi. Recipient must forward documentation of this solicitation, results and a copy of the contract/agreement to the Trails Programs Office at the time of the reimbursement request.
 - f. Supply Purchases **with a Total Contract Value** of over \$50,000 require formal invitation for bids or request for proposal.
 - i. Description of supply and conditions applicable to the procurement;
 - ii. Description of evaluation criteria to be utilized;
 - iii. Adequate public notice before date set forth in the invitation for opening of bids;
 - iv. Record of each bid and relevant information including name of each bidder; information must be available to the public;
 - v. Award must be made by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
 - vi. Recipient must forward documentation of this solicitation, results and a copy of the contract/agreement to the Trails Programs Office at the time of the reimbursement request.
9. In-kind labor. Volunteer time and attendance records are necessary to claim in-kind labor as match. The hourly reimbursement rate for volunteers is \$20 per hour.
10. Winter Grooming Rates. Recipient must maintain time and mileage records for winter grooming operations to claim winter grooming equipment rates. These rates are used in lieu of receipts

for trail groomer equipment expenses such as oil, fuel, and general maintenance and repairs. Current winter grooming rates are as follows:

- Utility sled used for trail grooming: \$20.00 per hour
- Large groomers (i.e. PistenBully): \$120.00 per hour

11. Use of Property: Recipients may request use of property reimbursement (i.e., horse trailers, pack animals, motorized or non-motorized OHVs or boats) based on the date the property was in use utilizing the state approved rates.
12. The Department may unilaterally terminate this agreement upon refusal by the Recipient to allow access to records necessary to carry out the legislative audit and analysis function set forth in Title 2, Section 7, Part 5, Montana Codes Annotated.
13. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or in the administration of its Disadvantaged Business Enterprise (DBE) program. The recipient shall take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)
14. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement.
15. The Recipient will participate in reporting as a condition of acceptance of the funding. A final report is due by the end of the second month after submitting a final reimbursement request or after the project award term ends, whichever is first. Performance Plan reports are due in the Grant management software program system on the following schedule:

Reporting Period	Status Report Due Date
July 1 – December 31	January 31
January 1 – June 30	July 31

16. The Recipient will participate in a risk assessment conducted by the Department prior and during the Agreement term.
17. The Recipient will participate in onsite monitoring conducted by the Department. Department may conduct onsite monitoring visit(s) with Recipient during this Agreement to ensure project goals and objectives as outlined in the Project Application are on track. Department may also request the meeting(s) as problems arise. Department may schedule the monitoring visit with Recipient. Recipient's failure to participate in any monitoring visits, missing or rescheduling two consecutive monitoring visits, or Recipient's failure to make a good faith effort to resolve problems may result in termination of the Agreement.

18. The Recipient further agrees that this trail project will be available to the general public.
19. Recipient has reviewed and agrees to comply with the Special Conditions (Appendix C) attached to this Agreement. Appendix C is hereby incorporated into and made part of this Agreement.
20. Recipient shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Agreement, without incurring liability, for Recipient's refusal to allow access as required by this section. (18-1-118, MCA.)
21. Recipient shall create and retain all records supporting the Missoula Asphalt Trails Preservation Project for a period of three (3) years after either the completion date of this Contract or termination of the Contract.
22. The Recipient further agrees to protect, defend, and save the state, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Recipient's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of service performed or omissions of services or in any way resulting from the acts or omissions of the Recipient and/or its agents, employees, subcontractors, representatives, or the state under this Agreement.
23. It is understood and agreed by both parties that a failure to comply with any of the points listed above can result in a voiding of this Agreement and a loss of further Montana Trail Stewardship Grant Program assistance.

IN WITNESS WHEREOF, the Department has caused its name to be subscribed thereunto duly authorized and the Recipient has caused its name to be subscribed by its proper officers, thereunto duly authorized, on the day and year first above written.

TSP RECIPIENT ORGANIZATION

Missoula, City of Parks and Recreation Department

By: _____
Printed Name of Recipient Project Coordinator

Signature of Recipient Project Coordinator

Date: _____

MONTANA FISH, WILDLIFE & PARKS

By: Michelle McNamee, Outdoor Recreation Program Manager, Montana Fish, Wildlife & Parks

Signature of Agency Representative

Date: July 9, 2021

Approved as to Legal Content

By: Montana Fish, Wildlife & Parks Legal Counsel


Signature

Date: 7/9/2021

Missoula, City of Parks and Recreation Department Award – Budget

Print

Start: 7/1/2021 End: 10/15/2024

Budget View Settings

Appendix A

Options

☐ Grant Year ☐ Responsible Individuals ☐ GL Accounts

Budget

Expense Budget +	Grant Funded	Total Cost
Construction +		
Contractor	\$50,000.00	\$55,600.00
Subtotal	\$50,000.00	\$55,600.00
Total Expense Budget Cost	\$50,000.00	\$55,600.00
Revenue Budget		
Grant Funding		
Awarded Amount	\$50,000.00	\$50,000.00
Subtotal	\$50,000.00	\$50,000.00
Match		
Cash Match		\$0.00
In-Kind		\$0.00
Subtotal		\$0.00
	Total Revenue Budget Cost	(\$50,000.00)
	Total Overall Budget Cost	\$5,600.00

Appendix B

USE FOR PHONE QUOTES

LIMITED SOLICITATION SUMMARY SHEET

Recipient: _____

Agreement Number: _____
(Recipient Agreement #)

PRODUCT or WORK DESCRIPTION (if applicable):		BRAND/MODEL (if applicable):	
	VENDOR #1	VENDOR #2	VENDOR #3
VENDOR NAME CONTACT PERSON PHONE/FAX # DATE(s) CONTACTED*			
QUOTE PRICE			
AWARDED TO^			

*Three attempts to contact can be considered a quote price of “no response” and no additional attempts are required.

^Work should be awarded to the most cost-effective option that can provide the work/supplies required. Items such as shipping charges and travel distances should be included in determination of the most cost-effective option.

Appendix C

Special Conditions

Applies to all agreements, contracts and collaborative agreements initiated by
Montana Fish, Wildlife & Parks

1. DUNS. Recipient agrees to obtain a Dun & Bradstreet (DUNS) number and to maintain a current registration. The details and processes for registration are available at <https://www.dnb.com>.
2. Recipient agrees to register with the Montana Secretary of State. Business that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at <http://sos.mt.gov>.
3. Approved Project/Program. Grant funds may be used only for the purposes in the Recipient's approved program/project. The Recipient shall not undertake any work or activities that are not described in the grant project/program.
4. Availability of Funds. This grant award is conditional upon availability of government funds and may be reduced at any time due to budget reductions.
5. Non-committal to Future Funding. Award of this grant does not commit the Department to future funding.
6. Misuse of Award Funds. The Recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
7. Identical Cost Items for Multiple Awards. The Recipient agrees that if it currently has an open award of federal or non-federal funds or if it receives an award of federal or non-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 Recipient will promptly notify, in writing, the Department grant manager to eliminate any inappropriate duplication of funding.
8. Reversion of Unexpended Funds. Any funds not properly expended during the grant period shall lapse and revert to the Department.
9. Cancellation of Award. Recipients are required to provide an implementation timeline with the Project description. Projects that do not include a timeline of implementation are subject to the following condition:
 - a. COMMENCEMENT. If a project is not operational within the time frame identified in this Agreement, the Recipient must report by letter to the Department the steps taken to initiate the Project, the reasons for delay, the expected start date and the impact the delay may have on the scheduled completion deadline.
10. Administrative Costs:

11. Personnel Time and Attendance Records. Recipient must maintain time and attendance records to support personnel costs associated with grant project.
12. Travel Reimbursement. Travel and associated costs are only eligible if they are necessary for accomplishing the objectives in the agreement and have been included in the budget narrative and project description.

State rates for mileage, per diem, and lodging are discussed below and are the maximum amounts that can be charged by Recipients funded by the Department. A Recipient may utilize its own travel policy and rates provided those rates do not exceed Federal rates. Recipient must provide Department with copy of policy with signed agreement.

Grant funds may not be used to pay for out-of-state travel without prior approval from MFWP. Grant funds cannot be used for costs and fees associated with cancelation or changes to travel, (i.e. airline, hotels, registration, etc.) unless approved by MFWP.

MEALS

To claim reimbursement for a meal, Recipient must be in a travel status for more than three 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.

Current per diem meal allowance rates effective July 1, 2019 are as follows:

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
Total	\$30.50	\$50.00

MILEAGE

Recipients may request mileage reimbursement based on the date the travel was performed at the standard mileage rate published by the US Internal Revenue Service, which is updated each Jan 1st.

LODGING

Recipients may request lodging reimbursement of room and tax based on the date the travel was performed utilizing the state approved lodging rates. As with all direct expenses, an itemized receipt must be provided to claim reimbursement.

13. Vehicle Usage Rate: Programs must utilize the State's motor pool rate or the straight mileage rate for the duration of the grant. The rate must be tracked per project and reported accordingly.
14. Consultant Services. Consultant services provided by consultants employed with for-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 Program Manager prior to committing grant funds.
15. High-Risk Recipient. The Recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the Department determines that the recipient is a high-risk grantee.
16. Reduce Text Messaging While Driving. Pursuant to Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages 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.

17. Seat Belt Provision. The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
18. Compliance with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in U.S. Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or Recipients.)
19. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in U.S. Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)
20. Compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, the Federal Water Pollution Control Act, Executive Order 11738, and Environmental Protection Agency regulations (406 CFR Part 15).
21. Compliance with Montana Environmental Policy Act, § 75-1-101, *et seq*, MCA.
22. Compliance with §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and Recipients more than \$2,000, and more than \$2,500 for other contracts which involve the employment of mechanics or laborers.)
23. Compliance with equal opportunity to participate in and benefit from programs described is available to all individuals without regard to their race, color, religion, national origin or ancestry, sex, age, handicap, disability, sexual orientation, gender identity, military or veteran status or political affiliation. Complaints of discrimination should be sent to the Office of Human Resources, Montana Department of Fish, Wildlife & Parks, 1420 E. Sixth Avenue, Helena, Montana 59601.