



**SUBRECIPIENT AGREEMENT COVER FORM**

<b>1. SUBRECIPIENT AGREEMENT # RTP2419</b>						<b>2. ADDENDUM # (IF APPLICABLE)</b>					
<b>3. SUBRECIPIENT UEI #</b> NBMKDLVHBMF1						<b>4. THIS ACTION</b> <input checked="" type="checkbox"/> NEW <input type="checkbox"/> ADDENDUM					
<b>5. SUBRECIPIENT NAME</b> Missoula, City of Parks and Recreation Department						<b>6. ADDENDUM PURPOSE (IF APPLICABLE)</b>					
<b>7. SUBRECIPIENT DBA</b>											
<b>8. SHORT PROJECT TITLE</b> Rattlesnake Greenway Recreational Plan Implementation- Duncan Trail & Trailhead											
<b>9. PROJECT DESCRIPTION</b> To fund the City of Missoula, Parks and Recreation Department, to construct the Rattlesnake Greenway Duncan Trail (~1mile of adaptive trail) and Trailhead for 10-15 vehicles.											
<b>10. IS THIS RESEARCH &amp; DEVELOPMENT</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>						<b>11. PERIOD OF PERFORMANCE</b>					
						<b>START DATE:</b>			<b>Date of Last Signature</b>		
<b>12. APPROVED IDR</b> N/A						<b>END DATE:</b>			<b>10/15/2026</b>		
<b>THIS ACTION</b>											
<b>13. Subrecipient Match</b> \$25,000			<b>14. FWP Non Federal</b>			<b>15. FWP Federal</b> \$100,000			<b>16. TOTAL</b> \$125,000		
<b>TOTAL PROJECT</b>											
<b>17. Subrecipient Match</b> \$25,000			<b>18. FWP Non Federal</b>			<b>19. FWP Federal</b> \$100,000			<b>20. TOTAL</b> \$125,000		
<b>TOTAL AWARD TO SUBRECIPIENT</b>											
<b>21. TOTAL AWARD TO SUBRECIPIENT (18+19)</b> \$100,000											
<b>FEDERAL FUNDING SOURCE INFORMATION</b>											
<b>FAIN NUMBER</b>	<b>AWARDING AGENCY</b>	<b>CFDA NUMBER / NAME</b>				<b>DATE AWARDED</b>	<b>TOTAL FED. AWARD TO FWP</b>		<b>TOTAL FED. FUNDS TO SUBRECIPIENT</b>		
693JJ22330000Y940M TRTP2419	Federal Highway Administration	20.219 Recreational Trails Program				2/24/2023	\$1,590,638		\$100,000		
<b>GRAND TOTAL (Should equal # 19)</b>									<b>\$100,000</b>		

AGREEMENT CONTACTS	
<b>SUBRECIPIENT PROJECT LIAISON</b> Jeff Gicklhorn GicklhornJ@ci.missoula.mt.us 406-552-6691 435 Ryman St. Missoula MT 59801	<b>STATE PROJECT LIAISON</b> Stephanie Clemen Recreational Trails Program Manager <a href="mailto:Stephanie.adamscllemen@mt.gov">Stephanie.adamscllemen@mt.gov</a> (406) 444-5898
<b>SUBRECIPIENT ADMINISTRATIVE LIAISON</b> Same as Above	<b>STATE ADMINISTRATIVE LIAISON</b> Same as Above

REPORTING REQUIREMENTS			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
8/1/2024	4/31/2025	Semi-Annual	4/31/2025
5/1/2024	12/31/2025	Semi-Annual	12/31/2025
1/1/2025	8/31/2026	Semi-Annual	8/31/2026
9/1/2026	10/15/2026	Final	12/15/2026

**\*\*Reports are submitted to the State Project Liaison by the due date.**

AGREEMENT NOTES
<p><b>This Project was activated in August</b>  <b>The first reimbursement claim is due no later than April 2025</b></p>
<p><b>8-Month Claim Requirement:</b> Requests for reimbursement by the Subrecipient may be made throughout the project agreement dates and at project completion but it is required that a reimbursement request is made before eight (8) months from the date the project is made and every eight (8) months thereafter. Financial inactivity on all RTP projects is tracked and project funds can be de-obligated if the eight (8) month requirement is not met.</p>
<p><b>Cash &amp; In-Kind Match Requirements:</b> Subrecipients should refer to the most recent RTP Award Guidance document found at <a href="http://fwp.mt.gov/aboutfwp/grant-programs/recreational-trails">fwp.mt.gov/aboutfwp/grant-programs/recreational-trails</a> for eligible match information, volunteer, mileage, and personal property reimbursement rates, and required documentation. Match must be reported and maintain a minimum level of 20% of total project expenses for claims to be eligible for reimbursement.</p>
<p><b>Purchase of Supplies and Services:</b> Subrecipients should refer to the most recent RTP Award Guidance document found at <a href="http://fwp.mt.gov/aboutfwp/grant-programs/recreational-trails">fwp.mt.gov/aboutfwp/grant-programs/recreational-trails</a> for information on following state and federal procurement procedures for the purchase of supplies and services valued over \$10,000. Total contract values of \$10,000 - \$99,999 require limited solicitation. Total contract values of \$100,000 and greater require a competitive bid process.</p>



**RECREATIONAL TRAILS PROGRAM  
SUBRECIPIENT AGREEMENT  
RTP2419**

THIS AGREEMENT, entered into 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 Recreational Trails Program, with its principal place of business at 1420 East Sixth Avenue, Helena, Montana, hereafter called the "State", and the **City of Missoula, 435 Ryman St., Missoula, MT 59801** hereinafter referred to as the "Subrecipient" in accordance with 2 C.F.R. 200.300.

The purpose of the Agreement is **To fund the City of Missoula, Parks and Recreation Department, to construct the Rattlesnake Greenway Duncan Trail (~1mile of adaptive trail) and Trailhead for 10-15 vehicles.** The Subrecipient Agreement Cover Form and any Appendices listed within this Agreement are hereby incorporated into and made part of this Agreement.

This Agreement shall begin on the date of the last signature of this Agreement and shall expire on the End Date listed in the Subrecipient Agreement Cover Form. The State may extend this Agreement under its then-existing terms and conditions in any interval that is advantageous to State. This Agreement, including any renewals, may not exceed a total of One (1) year. Any changes or renewals to this Agreement will be completed by a signed addendum to this Agreement.

**The Subrecipient Agrees:**

1. To perform the described trail project scope of work in accordance with the plans and specifications approved with the Project Application submitted to the State.
2. The completed trail or trailside project(s), or recreational locations on which work will be performed, as outlined in the approved Project Application, will be available for use by the public.
3. To submit claims to the State for reimbursement at a minimum of every 8 months from the Agreement start date and every 8 months thereafter. Claims should provide a breakdown of expenses incurred by budgeted line item as reflected in the approved Project Application and Project Budget (Appendix "A"). Subrecipient agrees to include proper documentation to substantiate the expenses being claimed. Subrecipient's match requirements must be met before a claim can be paid. Financial inactivity on all RTP projects is tracked and project funds can be de-obligated if the eight (8) month requirement is not met.
4. To guarantee 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 2 CFR 200 Part E and which are approved in the Project Budget (Appendix "A") and paid for by the Subrecipient.
5. Any funds allocated to the Subrecipient per Appendix A that are unexpended by the Agreement expiration date and which have not been requested for reimbursement within sixty (60) days of the Agreement expiration date will be lost to the Subrecipient.
6. To follow federal cost principles as defined in 2 CFR 200 Subpart E and Procurement Standards/Property Standards in 2 CFR 200 Subpart D.
  - a. For any equipment purchased with Recreational Trails Program funds or matching funds, that equipment may only be used for the specific purposes identified in the Project Application and Agreement for the following five years, and the Subrecipient must provide a maintenance schedule for that equipment prior to requesting reimbursement for purchase or operation of that equipment.



### **The Parties Mutually Agree:**

1. The State assumes no fiscal responsibility to Subrecipient other than to provide the funds identified in this Agreement. This Agreement does not commit the State to future funding.
2. This Agreement is conditional upon availability of state and federal funds and may be reduced at any time due to budget reductions. State shall be liable to Subrecipient only for the reimbursement, or prorated portion of that reimbursement, owed to Subrecipient up to the date State's termination takes effect. This is Subrecipient 's sole remedy. State shall not be liable to Subrecipient for any other payments or damages arising from termination, including but not limited to general, special, or consequential damages such as lost profits or revenues.
3. Mandates of the Recreational Trails Program are hereby incorporated into this Agreement by this reference [https://www.fhwa.dot.gov/environment/recreational\\_trails/guidance](https://www.fhwa.dot.gov/environment/recreational_trails/guidance) and that the same shall be binding upon both parties hereto, and that modification of this Agreement, and special terms and conditions to the project may be established by the State upon agreement by the State and the Subrecipient.
4. No assignment of this Agreement shall be made to any other entity, nor the respective rights or duties thereof without prior approval.
5. The State and Subrecipient shall act in their individual capacity and not as agents, employees, partners, in a joint venture, or as associates of one another. The employees or agent of one party shall not be deemed or construed to be the employees or agent of the other party for any purpose whatsoever. Neither Subrecipient nor State shall enter into any agreement nor incur any obligations on behalf of the other party nor commit the other party in any manner without the prior written consent of the other party.
6. The terms of this Agreement shall be made available to the public, upon request, unless otherwise excluded under the Montana Public Records Act (2-6-101, MCA).
7. Each provision of this Agreement shall be interpreted in a manner as to be effective and valid under the scope and breadth of applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
8. Failure by either the State or Subrecipient at any time to require strict performance by the other party of any provision of this Agreement shall not waive or diminish the demanding party's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Upon receipt of written notice, the demanding party shall give the other party 30 days to cure such breach or default.
9. This Agreement shall supersede and control over all prior written and oral agreements and representations pertaining thereto between the parties to the Agreement.
10. All coordination of this Agreement on the State's behalf must be through the State's Liaisons identified on the Cover Form.
11. Subrecipient shall designate a Project and Administrative Liaison that will serve as points of contact for this Agreement.
12. All work performed under this Agreement will be coordinated between State's Project Liaison and Subrecipient's Project Liaison.
13. State's and Subrecipient's liaisons may be changed by written notice to the other party.
14. 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 Recreational Trails Program assistance.

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

**City of Missoula**

Andrea Davis, Mayor

Printed Name of Agency Representative

Signature of Agency Representative

DATE

**Montana Fish, Wildlife and Parks**

Stephanie Clemen

Printed Name of Agency Representative

*Stephanie Clemen*

Signature of Agency Representative

7-25-2024

DATE

**Approved as to Legal Content**

/s/ Marty Tuttle

Signature of Fish, Wildlife & Parks Legal Counsel

05/13/2024

DATE

**Attest as to City of Missoula**

Signature of City of Missoula Legislative Services Director/City Clerk

DATE

**Appendix A  
Approved Project Budget**

Category	RTP Request	Cash Match (including donations, paid labor, etc.)	Value of In-Kind Labor/Contributions	Total Match Amount (Cash plus In-Kind)	Total Project Costs (RTP Request plus Total Match)
<b>Design and Engineering</b>					
Design and Engineering	-	\$27,021.00	-	\$27,021.00	\$27,021.00
<b>Salaries/Payroll</b>					
Salaries/Labor	-	-	\$47,500.00	\$47,500.00	\$47,500.00
Taxes	-	-	-	\$ 0.00	\$ 0.00
<b>Construction/Materials</b>					
Materials	\$10,000.00	\$4,956.00	-	\$4,956.00	\$14,956.00
Construction Contracts	\$90,000.00	\$8,308.25	-	\$8,308.25	\$98,308.25
Purchase/Lease of Maintenance Equipment	-	-	-	\$ 0.00	\$ 0.00
Equipment Rental	-	-	-	\$ 0.00	\$ 0.00
Operation of Maintenance Equipment	-	-	-	\$ 0.00	\$ 0.00
Miscellaneous Purchases and Services	-	-	-	\$ 0.00	\$ 0.00
<b>Grooming</b>					
Standard Groomer Reimbursement (\$20/hr.)	-	-	-	\$ 0.00	\$ 0.00
Large Groomer Reimbursement(\$120/hr.)	-	-	-	\$ 0.00	\$ 0.00
<b>Contracted Services</b>					
Contracted Services	-	-	-	\$ 0.00	\$ 0.00
<b>Travel Expenses/Mileage &amp; Meals</b>					
Lodging	-	-	-	\$ 0.00	\$ 0.00
Meals	-	-	-	\$ 0.00	\$ 0.00
Mileage/Gas	-	-	-	\$ 0.00	\$ 0.00
<b>Indirect Costs</b>					
Indirect Costs	-	-	-	\$ 0.00	\$ 0.00
<b>TOTALS</b>	\$100,000.00	\$40,285.25	\$47,500.00	\$87,785.25	\$187,785.25

## **Appendix B Special Conditions**

Applies to all Subrecipient Agreements and Grant Awards (herein referred to as "Award") initiated by  
Montana Fish, Wildlife & Parks (herein referred to as "State")

- 1. SAM / UEI.** Subrecipient 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). Subrecipient agrees to obtain a Unique Entity Identifier (UEI) number and to maintain a current registration. The details and processes for registration are available at <https://sam.gov/content/duns-uei>. Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided hereunder with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://sam.gov/content/exclusions>.
- 2. Suspension/Debarment.** Subrecipient confirms it is not debarred, suspended or otherwise listed on the System for Award Management (SAM) Excluded Parties List, per 2 CFR 200 Appendix II (h).
- 3. Single Audit Requirement.** Subrecipients are required to allow the State of Montana (State) access to Subrecipients' records and financial statements as required under the Uniform Guidance. Subrecipients who receive less than \$750,000 in federal funds during the fiscal year are exempt from audit but are required to have records available for review or audit by the State. Subrecipients who expend \$750,000 or more in federal funds during its fiscal year are required to have a single audit conducted in accordance with 2 CFR 200.514 or undergo a program-specific audit.
- 4. Risk Assessment.** A risk assessment of the Subrecipient will be conducted before an Award is made. Subrecipients who are deemed "high-risk" may have additional monitoring requirements that may be imposed as per 2 CFR 200.332(e). Additional Risk Assessments may be completed on the Subrecipient if deemed necessary throughout the life of the Award.
- 5. Subrecipient Monitoring.** As a condition of the Award, the Subrecipient understands the progress of this agreement will be monitored throughout the life of the Award. Additional requirements may be imposed throughout the life of the agreement if necessary to ensure the Subrecipient is able to fulfill its financial and performance responsibilities.
  - a. Additionally, onsite monitoring may be conducted by the State as requested. State may conduct onsite monitoring visit(s) with Subrecipient during this Agreement to ensure project goals and objectives as outlined in the SOW are on track. State will schedule the monitoring visit(s) with Subrecipient. Subrecipient's failure to participate in any monitoring visits, missing or rescheduling two consecutive monitoring visits, or Subrecipient's failure to make a good faith effort to resolve problems may result in termination of the Agreement.
- 6. Federal Funding Accountability and Transparency Act of 2006. 44 U.S.C. § 3501 ("FFATA").** As of October 1, 2015, recipients of federal awards and contracts, including the State, must comply with subrecipient reporting requirements under FFATA. Under FFATA, the State is required to report on newly issued first tier subawards of \$30,000 or more. The information reported will be made available to the public on the USASpending.gov website.
- 7. Requirement to Report Potentially Duplicative Funding.** The Subrecipient agrees that if it currently has an open award of federal funds or if it receives a federal award 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 Subrecipient will promptly notify, in writing, the State Project and Administrative Liaison listed on the Subrecipient Agreement Cover Form to eliminate any inappropriate duplication of funding.

- 8. Rights to Inventions Made Under a Contract or Agreement.** Any discovery or invention that arises during the course of the contract shall be reported to the State. Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding federal agency.
- 9. Copyright and Right to Use.** Any discovery or invention made, or data or text developed, or under development, as a result of work conducted under this Award, is subject to FEDERAL AGENCY requirements and regulations pertaining to reporting and patent rights, and copyrights and rights in data. In any event, STATE and FEDERAL AGENCY shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, any patented or copyrightable property developed under this Contract.
- 10. Program Income.** No projects administered by the State and funded through Federal funding sources should produce an income stream. See 2 CFR 200.1 Program Income definition for definition of what is considered program income. If there is a possibility that the project will produce income, the subrecipient must confer with the State's Project and Administrative Liaison listed on the Subrecipient Agreement Cover Form prior to commencement of project.
- 11. Records Retention.** Subrecipient agrees to maintain financial (including personnel records) records, receipts, supporting documents and other records pertaining to all costs and expenditures incurred under this Award for a period of three (3) years following the submission of the final invoice. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings have been resolved. Award records shall be available for inspection by authorized representatives of the State. (2 C.F.R. 200.334).
- 12. Access to Records.** Subrecipient agrees to provide State, Legislative Auditor or their authorized agents access to any records necessary to determine Award compliance. State may terminate this Award without incurring liability, for Subrecipient's refusal to allow access as required by this section. (18-1-118, MCA)
- 13. Drug Free Work Place.** Subrecipient agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
- 14. 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 State encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 15. Seat Belt Provision.** The Subrecipient 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.
- 16. Trafficking in Persons.** This Award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amendment (2 CFR §175.15).
- 17. Equal Employment Opportunity.** 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. State of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Subrecipients and their contractors or subrecipients.) 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 State of Fish, Wildlife & Parks, 1420 E. Sixth Avenue, Helena, Montana 59601.

- 18. Copeland "Anti-Kickback".** Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in U.S. State of Labor regulations (29 CFR Part 3). (All contracts and subawards for construction or repair.
- 19. Historic Preservation Act.** Subrecipient shall review the Award to determine whether there is a need for approval under the Historic Preservation Act and, if so determined, will work with the State Historical Preservation Office to get that approval. This approval must be provided to the State before any ground disturbing activities proceed.
- 20. Federal Prevailing Wage and other Requirement-Davis Bacon.** In all construction contracts and subcontracts in excess of \$2,000 the Contractor and all Subcontractors shall be subject to the federal Davis-Bacon Act (40 USC 276) as supplemented by the U.S. State of Labor regulations (29 CFR Part 5).
- 21. Procurement of recovered materials.** Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 22. Prohibition of certain telecommunication/Video Surveillance.** The Subrecipient agrees it will not provide or use covered telecommunications equipment or services in the performance of this contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, section 889.
- 23. Clean Air and Water Act.** 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). Compliance with Montana Environmental Policy Act, § 75-1-101, et seq, MCA.
- 24. Contract Work Hours and Safety.** 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. State of Labor regulations (29 CFR Part 5). (Construction contracts awarded by awardees and subrecipients more than \$2,000, and more than \$2,500 for other contracts which involve the employment of mechanics or laborers.)
- 25. Protection of Whistleblowers.** Compliance with 41 U.S.C. § 4712, Enhancement of Recipient and Subrecipient Employee Whistle Protection: (a) This Award, related subawards and related contracts over the simplified acquisition threshold and all employees working on this Award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC § 4712; (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this Award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712; (c) The recipient shall insert this clause, including this paragraph, in all subawards and in contracts over the simplified acquisition threshold related to this Award.

- 26. Lobbying.** Subrecipient agrees that it will not expend any award funds to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the State of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
- 27. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 28. Register to do Business in Montana.** Subrecipient 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>.
- 29. Travel Costs.** Travel and associated costs are only eligible if they are necessary for accomplishing the objectives in the Award and have been included in the approved budget. A Subrecipient may utilize its own travel policy and rates provided those rates do not exceed the State's or Federal GSA rates. Subrecipient must provide State with copy of their travel policy with signed Award.
- a. If the Subrecipient does not have a written travel policy, they must use the State's travel rates for personal vehicle mileage, per diem, and lodging. These can be found at <https://doa.mt.gov/employee-travel> under "Travel Resources - State Employee Travel Information."
  - i. **Vehicle Usage Rate.** Programs utilizing motor pool vehicles must utilize the State's motor pool rate (<https://mdt.mt.gov/business/wex-fuel.aspx>). The rate must be tracked per project and reported accordingly.
  - b. Award funds may not be used to pay for out-of-state travel without prior approval from the State.
  - c. Award funds cannot be used for costs and fees associated with cancelation or changes to travel, (i.e. airline, hotels, registration, etc.) unless approved by State.
- 30. Indirect Costs:**
- a. A Subrecipient that has an established Federally Approved Indirect Cost Rate in place may request reimbursement for indirect costs. Some federal funding sources may limit the amount of indirect that may be assessed to funding awards. Subrecipients must provide a copy of the organization's Federal Indirect Cost Negotiation Agreement with the signed Award. The Subrecipient must provide the State a current
  - b. De Minimis Indirect Cost Rate. If eligible, a Subrecipient may elect to use the "de minimis" indirect cost rate described in 2 CFR 200.414(f). The Subrecipient must advise the State in writing of both its eligibility and its election and must comply with all associated requirements of 2 CFR 200. The "de minimis" rate may be applied only to modified total direct costs.

- 31. Waiver of Buy America Requirements for De Minimis Costs and Small Grants.** DOT finds that it is in the public interest to issue a [waiver of BABA's domestic preferences for iron and steel, manufactured products,](#) and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which:
- a. The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project; or
  - b. The total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

The waiver is applicable only to awards that are obligated or subawards that are made on or after the effective date of the waiver [August 16, 2023]. The waiver is applicable to subawards only if the subawards are made by a pass-through entity for a specific project.