

**MONTANA DEPARTMENT OF COMMERCE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CONTRACT #MT-CDBG-SHSG-15-03-B I**

This Contract Amendment is entered into by Missoula County (UEI #Q6BNN4XM3LR5), (the Grantee), and the Montana Department of Commerce, Helena, Montana, (the Department).

The Grantee and the Department mutually agree to amend Contract **#MT-CDBG-SHSG-15-03** executed on September 16, 2016, Contract Amendment **#MT-CDBG-SHSG-15-03-A** executed on November 14, 2020, and Contract Amendment **#MT-CDBG-SHSG-15-03-B** executed on August 9, 2022 as follows:

1. Section 5, EFFECTIVE DATE AND TIME OF PERFORMANCE is amended to read as follows:

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- a. This Contract shall take effect upon execution by the parties and will terminate upon approval of final Project closeout by the Department or on December 31, 2023, whichever is earlier, unless terminated earlier in accordance with the terms of this Contract. The specific activities to be performed by the Grantee will be completed according to the Project Request, Implementation Schedule, and Budget to be submitted by Grantee and approved by the Department.
- b. The obligations of this contract will be in effect for the period of affordability for each activity, which may be up to twenty (20) years from the date of completion, depending on the amount of assistance provided. It is understood by the parties that the period of affordability requirements including deed restrictions, liens, and/or covenants running with the land shall survive the final closeout of this contract.

2. Section 6, SCOPE OF WORK is amended to read as follows:

Section 6. SCOPE OF WORK

The major components of the Project include the following work for Missoula County which will be carried out by completing approved individual projects:

- Complete approximately one eligible project per calendar quarter, up to approximately 18 eligible activities;
- Single Family home improvements for owner-occupied homes;
- Purchase, rehabilitation, and resale;
- Demolition of housing units that have health and safety deficiencies and reconstruction;
- Temporary relocation costs, as applicable; and
- Administration of this Contract.

- a. Project 1: 145 New Meadows Drive, Missoula MT

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The Grantee will engage in the project activities set forth in the Grantee's project request dated October 15, 2020, including any written modifications resulting from the review of that request by the Department (collectively, "Grantee's Project 1"), as set forth in Exhibit A-1, attached hereto and specifically incorporated herein by this reference. The major components of Grantee's Project 1 include the following work for Missoula County.

- Mold remediation in basement
- Patch/pave driveway
- Install 3 egress windows
- Install handrail for basement steps
- Install smoke alarms in bedrooms
- Install French drain

Grantee's Project 1 will be completed according to the implementation schedule attached hereto as Exhibit B-1 and specifically incorporated herein by this reference. Any modifications to Exhibit B-1 must be submitted in writing to the Department and will not take effect until the Department has made written approval of such adjustment.

b. Project 2: 590 Bitterroot Drive, Seeley Lake, MT 59868

The Grantee will engage in the project activities set forth in the Grantee's project request dated April 4, 2022 including any written modifications resulting from the review of that request by the Department (collectively, "Grantee's Project 2"), as set forth in Exhibit A-2, attached hereto and specifically incorporated herein by this reference. The major components of Grantee's Project 2 include the following work for Missoula County.

- Replacement of the front and back decks and railing
- Replacement of 4 windows and 1 sliding glass door
- Roof repair
- Installation of two motion lights
- Replacement of interior basement stairs

Grantee's Project 2 will be completed according to the implementation schedule attached hereto as Exhibit B-2A and specifically incorporated herein by this reference. Any modifications to Exhibit B-2A must be submitted in writing to the Department and will not take effect until the Department has made written approval of such adjustment.

3. Section 7, BUDGET is amended to read as follows:

Section 7. BUDGET

- a. The total amount of CDBG funds accessible to the Grantee shall not exceed \$78,303.93.
  - (i) The total amount of CDBG funds accessible for Grantee's Project 1 (145 New Meadows Drive, Missoula, Montana) shall not exceed \$24,279.93.
  - (ii) The total amount of CDBG funds accessible for Grantee's Project 2 (590 Bitterroot Drive,

Seeley Lake, Montana) shall not exceed \$54,024.00.

- b. The Department will not disburse funds to the Grantee for any other project in Grantee's Program until the Grantee has submitted and the Department has approved a Project Request, Implementation Schedule, and Budget for that project.
- c. The Grantee must provide the purchase price or after-rehabilitation value of each assisted unit. The total amount of CDBG funds accessible to the Grantee for Grantee's Project 1 will be firmly committed by the Department upon receipt of verified documentation.
- d. All projects require a separate budget for entry into the Integrated Disbursement and Information System (IDIS).
- e. A copy of the project budget for Grantee's Projects 1 and 2 are attached hereto as Exhibits C-1 and C-2A and are specifically incorporated herein by this reference. After construction bids are awarded or other major activity cost elements of Grantee's Projects are determined, the Grantee may, or if requested by the Department, shall provide the Department with a final budget for Grantee's Projects, which, upon receipt and approval by the Department, will supersede the budget in the applicable attached exhibits and thereby be incorporated as part of this Contract.
- f. A copy of the cumulative amendment budget including Grantee's Projects 1 and 2 is attached hereto as Exhibit D-3 and specifically incorporated herein by this reference. This cumulative budget identifies the total amount awarded to date.
- g. Budget adjustments must be approved in advance by the Department. For budget adjustments of \$5,000 or less, Department approval of the Request for Funds form will constitute approval of the budget adjustment. The Grantee must describe the rationale for a budget adjustment in the Project Progress Report and note the adjustments in the Request for Funds and Status of Funds Report submitted with draws against the grant funding reserve. Budget adjustments in excess of \$5,000 require formal Department approval and the Contract amended.
- h. Program Income
  - (i) The Grantee may retain program income received before Project closeout, but such income must be treated as additional CDBG funds and subject to all applicable requirements governing the use of CDBG funds.
  - (ii) If the Grantee chooses to retain program income received before Project closeout, a program income plan in compliance with the most recent version of the Department's Program Income Manual for Revolving Loan Funds must be developed and submitted for review and written approval by the Department.
  - (iii) Grantee will record receipt and expenditure of retained program income as part of the financial transactions of the Project.
  - (iv) At the end of each calendar year during the term of this Contract, the Grantee must remit all program income balances (including investments thereof) held by the Grantee, its contractors, subcontractors, and subrecipient entities that exceed one-

- twelfth of the Department's total award to the Grantee, to be placed in the Grantee's funding reserve.
- (v) The Grantee must expend substantially all program income it receives before requesting additional CDBG funds. The Department will deduct the amount of program income on hand, shown on the drawdown form, from the amount requested by the Grantee.
  - (vi) If the Grantee desires to retain program income received after Project closeout, the Grantee must execute a grant closeout agreement with the Department at the time of closeout that describes the Grantee's responsibility for compliance with requirements governing program income received subsequent to grant closeout.
- i. Any authorized funds not expended by December 31, 2023 or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other CDBG projects.
4. Exhibits B-2, C-2 and D-2 have been amended. Please refer to Amended Exhibits, which are attached to the Contract and specifically incorporated herein by this reference. Amended Exhibits B-2A, C-2A and D-3 supersede and replace previous versions of Exhibit B-2, C-2 and D-2 in their entirety.
5. All other provisions of the Contract remain in full force and effect.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have caused this Contract Amendment to be executed.

**MISSOULA COUNTY:**

\_\_\_\_\_  
Juanita Vero, County Commissioner Chair

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Tyler Gernant, Missoula County Clerk

**MONTANA DEPARTMENT OF COMMERCE:**

\_\_\_\_\_  
Mandy Rambo, Acting Deputy Director  
Montana Department of Commerce

\_\_\_\_\_  
Date

**EXHIBIT B-2A****Community Development Block Grant (CDBG) Non-competitive Housing Rehab Program****PROJECT IMPLEMENTATION SCHEDULE**  
**590 Bitterroot Drive, Seeley Lake, MT 59868**

<b>TASK</b>	
<b><u>PROJECT IDENTIFICATION AND ASSESSMENT</u></b>	
Documentation of eligibility of unit	<b>March 2022</b>
Income verification completed	<b>March 2022</b>
Voluntary agreement of participation in the program executed with owner	<b>March 2022</b>
Uniform General Information Notice sent	<b>March 2022</b>
Environmental Site Specific Checklist	<b>May 2022</b>
Receive environmental release and notice to reserve funds	<b>June 2022</b>
All Start Up conditions (civil rights, program income plan & all Chapter 1 requirements)	<b>May 2022</b>
Submit Project Request form	<b>May 2022</b>
<b><u>PROJECT IMPLEMENTATION</u></b>	
Property Inspection completed	<b>December 2021</b>
Voluntary agreement for construction executed with owner	<b>July 2022</b>
Procurement for Rehab to be completed	<b>March 2022</b>
Debarment of contractor(s)	<b>March 2022</b>
Confirm Davis-Bacon wage rates (when applicable)	<b>NA</b>
Begin rehab work	<b>July 2022</b>
Labor Standards reporting (when applicable)	<b>NA</b>
Rehab work completed	<b>September 2023</b>

Inspection of final work completed	<b>October 2023</b>
Submit draw down requests for eligible expenses	<b>October 2023</b>
Submit necessary project reports	<b>October 2023</b>
<b><u>PROJECT CLOSEOUT</u></b>	
Submit closeout reports / final draw	<b>October 2023</b>
Submit program income report(s)	<b>December 2023</b>

**EXHIBIT C-2A****CDBG Non-Competitive Rehabilitation Project Budget project**

Property Owner: Martha A. Kinsman

Property Address: 590 Bitterroot Drive, Seeley Lake, MT 59868

<b>PROJECT ADMINISTRATION</b>	
Personnel (10% of construction/rehab costs split between MC and HRC)	\$ 4,512.00
Professional Services	
Accounting/Auditing	
Travel	
Training	
<b>Total Project Administration Costs</b>	<b>\$ 4,512.00</b>
<b>Property Acquisition</b>	
Property Purchase	
Inspections for acquisition	
<b>Total Acquisition Costs</b>	
<b>Construction/Rehab</b>	
New Construction	
Demolition (only eligible in conjunction with new construction)	
Rehabilitation	\$ 40,100.00
Building Permit	\$ 535.00
Inspections: pre-construction and post-construction	\$ 250.00
Contingency	\$ 8,177.00
Homeowner Counseling Costs	\$ 450.00
<b>TOTAL ACTIVITY COSTS</b>	<b>\$ 49,512.00</b>
<b>GRAND TOTAL PROJECT COSTS</b>	<b>\$ 54,024.00</b>



**EXHIBIT D-3**

The funds reported below represent the total CDBG modification and budget balances as of the execution date of Contract #MT-CDBG-15-03.

Contract Amendment	Total Original Approved Budget	Amount of Decrease	Amount of Increase	Revised Budget Balance
#MT-CDBG-SHSG-15-03-A	\$56,000.00	\$31,720.07	\$0	\$24,279.93
#MT-CDBG-SHSG-15-03-B	\$50,081.00		\$3,943.00	\$54,024.00
<b>TOTAL</b>	<b>\$106,081.00</b>	<b>\$31,720.07</b>	<b>\$3,943.00</b>	<b>\$78,303.93</b>

### Contract Information Sheet

Division staff are required to complete the items in blue print.

<b>Contract Number:</b>	<b>MT-CDBG-SHSG-15-03-B1</b>	<b>Original Contract Amount:</b>	\$56,000.00
<b>Contractor's Name:</b>	Missoula County	<b>Amendment Amount:</b>	\$54,024.00
<b>Contractor Liaison:</b>	Sindie Kennedy	<b>Unused funds on project 1 (\$31,720.07)</b>	
<b>Contractor's Liaison Email:</b>	<a href="mailto:skennedy@missoulacounty.us">skennedy@missoulacounty.us</a>		
<b>Approved to Form Name:</b>			
<b>Approved to Form Email:</b>			
<b>Contractor (Signee) Name:</b>	<b>Juanita Vero, County Commissioner C</b>	<b>Total Contract Value:</b>	\$78,303.93
<b>Contractor's Email:</b>	<a href="mailto:bcc@missoulacounty.us">bcc@missoulacounty.us</a>	<b>Funding Source:</b>	Federal
<b>Contractor's Address:</b>	200 W Broadway St.	<b>Division:</b>	Montana Housing
<b>Contractor's Address 2:</b>	Missoula, MT 59802	<b>Program Number:</b>	606
<b>Attest Name:</b>	Tyler Gernant, Missoula County Clerk	<b>Org Number:</b>	606503
<b>Attest Email:</b>	<a href="mailto:tgernant@missoulacounty.us">tgernant@missoulacounty.us</a>	<b>Vendor Number:</b>	23548
		<b>Start Date:</b>	8/25/2016
<b>Delegation:</b>	Commerce	<b>End Date:</b>	12/31/2023
<b>Procurement Method:</b>	Exempt*	<b>Expense Incurred End Date:</b>	12/31/2023
<b>Contract Type:</b>	Grant		
<b>Contract Usage:</b>	Fixed		

<b>Purpose of this contract/amendment:</b>	Amend to commit funds to the 2nd home to be rehabilitated with this contract. *Delegation Agreement Section 5.1 Grants with Governments
<b>Scope &amp; duties of this contract:</b>	Amend the contract termination date and decrease the contract amount for the first home by \$31,720.07 and increase the contract amount for the second home by \$3,943.00 to make the total contract amount \$78,303.93.

<b>Liaison:</b> Nicole Newman	<b>Program Manager:</b> <a href="mailto:julie.flynn@mt.gov">julie.flynn@mt.gov</a>
<b>Liaison Email:</b> <a href="mailto:nnewman@mt.gov">nnewman@mt.gov</a>	
<b>Liaison Phone:</b> _____	<b>Additional Email:</b> <a href="mailto:julie.flynn@mt.gov">julie.flynn@mt.gov</a>

<b>Signatures:</b>	<b>Copies To:</b>
Division Administrator _____	Liaison <input checked="" type="checkbox"/>
Fiscal Review _____	Director (> \$200K) <input type="checkbox"/>
Legal Counsel _____	Deputy Director (<\$25K) <input type="checkbox"/>
Deputy Director _____	Perceptive <input checked="" type="checkbox"/>
OBPP _____	
Information Technology _____	
SITSD _____	

## Certificate Of Completion

Envelope Id: 9B46595C732B44EABCA4F2F1064497BD

Status: Sent

Subject: Montana Department of Commerce Contract #MT-CDBG-SHSG-15-03-B1 for Signature

Source Envelope:

Document Pages: 10

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Contracts Admin

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301 S. Park Ave

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Helena, MT 596200501

docontracts@esign.mt.gov

IP Address: 161.7.39.7

## Record Tracking

Status: Original

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11/30/2022 1:04:08 PM

docontracts@esign.mt.gov

## Signer Events

### Signature

### Timestamp

Cheryl Cohen

cheryl.cohen@mt.gov

Sent: 11/30/2022 1:09:08 PM

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 11/29/2022 6:59:51 AM

ID: 63cfab0c-23d5-4f38-ad6c-e9d304034bf2

Judy Clay

judy.clay@mt.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 11/30/2022 11:10:56 AM

ID: 97a2f855-b5e3-47e5-ac9c-52440628458a

Amy Barnes

AmyBarnes@mt.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 11/29/2022 9:03:22 AM

ID: c35ae16f-e1f1-454f-bff8-811b722880e8

Juanita Vero

bcc@missoulacounty.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 7/29/2022 9:20:08 AM

ID: 8fbab756-084e-4760-a553-45a91431fd01

Tyler Gernant

tgernant@missoulacounty.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 9/15/2016 10:57:09 AM

ID: e51d63da-415d-43cb-8ceb-4444ef6b0e64

Signer Events	Signature	Timestamp
Mandy Rambo Mandy.rambo@mt.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/30/2022 11:38:32 AM ID: ec55d2e5-83a2-4beb-8f5c-5f49047b2cf7		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Julie Flynn julie.flynn@mt.gov Program Manager Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/29/2022 8:55:45 AM ID: 53be78e1-3715-46cb-aa8d-d27b59489803	<b>COPIED</b>	Sent: 11/30/2022 1:09:07 PM
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Sindie Kennedy skennedy@missoulacounty.us Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 11/30/2022 1:09:07 PM Viewed: 11/30/2022 1:14:19 PM
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Nicole Newman nnewman@mt.gov Housing Specialist Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 11/29/2022 8:54:47 AM ID: 7e084b10-e56d-46fd-a27e-130a51aa2501	<b>COPIED</b>	Sent: 11/30/2022 1:09:08 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/30/2022 1:09:08 PM
Envelope Updated	Security Checked	11/30/2022 1:11:53 PM
Envelope Updated	Security Checked	11/30/2022 1:11:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.