

MONTANA LAND INFORMATION GRANT APPLICATION STATE FISCAL YEAR 2019



CUSTER COUNTY, MONTANA

**Building a Comprehensive GIS program and 911 Foundation
for Custer County**

APPLICATION FOR MLIA GRANT FUNDING

SECTION 1 – APPLICANT, PARTNER, AND PROPOSAL INFORMATION

Primary Applicant Contact Information <i>(Please fill this section out in it entirety)</i>	
Name of Agency/Entity:	Custer County
Department:	County Commission
Division/Section:	
Street:	1010 Main Street
City:	Miles City
County:	Custer County
State:	MT
Zip Code:	59301
<i>Project Manager Contact Information:</i>	
Name:	Jason Strouf
Title:	County Commissioner
Email Address:	j.strouf@co.custer.mt.us
Phone Number:	406-874-3352
Fax Number:	406-874-3452
<i>Secondary Contact Information:</i>	
Name:	Julie Emmons
Title:	Grant Writer
Email Address	julie@semcdc.org
Phone Number:	406-853-6900
MLIA Grant Funding Request & Match:	
Total Requested MLIA Funds:	\$37,000.00
Total Matched Funds:	\$19,365.00

Proposal Information	
Date Submitted:	February 15, 2018
Identified Grant Priority:	<i>Build Geographic Information Systems to Improve Local & Tribal Government Workflows, Business Processes, and Operations</i>
Annual or Multi-Year Proposal:	Annual Proposal
Proposal Prepared By:	Custer County and Great West Engineering
Short Title of Proposal:	Building a Comprehensive GIS program and 9-1-1 Foundation for Custer County
<p>Executive Summary (required – 250 maximum word count):</p> <p>This project will create a comprehensive and self-sustaining Geographic Information System (GIS) program for Custer County. The project will address several issues the County is facing including, and most urgently, inaccuracies in their addressing data used to deploy emergency services. The project will involve developing a County GIS program including purchasing the necessary equipment and software, training County staff to use software and collect data, evaluating existing data and collecting accurate data including Road centerlines, PSAP boundaries, and Emergency services boundaries. This project will lay the groundwork for a comprehensive GIS system and enable the County to manage and operate a GIS system. This project will involve significant collaboration between Custer County and Miles City staff, as the two jurisdictions work together on emergency services.</p> <p>The project will directly advance the purpose of the Montana Land Information Act (MLIA) by increasing the County’s GIS capabilities, standardizing procedures, and assuring land information is reliably collected, accurately maintained, and made accessible to the public. MLIA funding will allow the County to revise addressing GIS layers to meet Next Generation 9-1-1(NG9-1-1) standards and will be the first phase in the County’s long-term goal of establishing a NG9-1-1 system. The proposed project will provide (1) a reliable and sustainable GIS program; (2) necessary equipment and staffing capabilities that will serve as the foundation to a NG9-1-1 system; and (3) improve public safety and emergency response.</p>	
List All Past Awarded MLIA Grants:	
Custer County has never received MLIA funding.	

Fiscal Year 2019 Montana Land Information Act Grant Application Package

Funding Partners: <i>(required for each partner, copy box as needed)</i>	
Name of Contact:	Jason Strouf
Name of Agency:	Custer County
Street:	1010 Main Street
City:	Miles City
County:	Custer County
State:	MT
Zip Code:	59301
Contact Email Address:	j.strouf@co.custer.mt.us
Contact Phone Number:	406-874-3352

SECTION 2 – RELEVANCE

The project meets the purpose of the Montana Land Information Act (MLIA) by setting up a standardized process for the County to collect, maintain, and disseminate accurate spatial data. The County currently lacks a standardized approach to manage and update GIS used to deploy and strategize emergency services. The County's current GIS addressing database and procedures have several shortcomings including a lack of essential understanding of the data's distributed accuracy, unclear revision procedure, and delayed utility for emergency events.

The project is designed to meet the grant priority, Build Geographic Information System to Improve Local & Tribal Government Workflows, Business Processes, and Operations identified in the 2018 MLIA grant application guidelines as it will develop a GIS program and formalize an approach to collect and manage accurate GIS data, specifically addressing and road-centerline data. The proposed project will improve self-management of GIS data and initiate the revision of addressing GIS layers to meet NG91-1-1 standards. Building a geodatabase for County addressing to meet NG91-1-1 standards will set the County on a course to a complete, accurate, and manageable addressing dataset. Using the NENA NG9-1-1 standards will position the County with a standardized dataset that meets industry standards and is designed to meet anticipated statewide standards.

Work performed by the County and consultant will include standardizing an approach that involves County staff, as well as Miles City staff, with each project goal and objective. This approach will ensure the methods used to build, collect, improve, and maintain their GIS are practiced and sustainable. Ultimately, revising and confirming the accuracy of the County's addressing and road data will not be achievable by June 2019, consequently, ensuring staff understanding and establishing a protocol will enable the County to continue to collect and manage addressing and road data accuracy beyond MLIA project completion.

SECTION 3 – PUBLIC BENEFIT

The project meets the general MSDI priorities as outlined in the FY 2019 Montana Land Information Plan, and although it does not benefit a specific theme outlined in the latest plan, the project will support the overall goals of MSDI and the MLIAC's purpose as mandated by the MLIA.

Custer County emergency services is a partnership between Custer and Garfield County, and serves both Counties, as well as portions of Rosebud County. As a rural County with a large service area and limited resources and workforce, correct addressing for emergency services is critical, and GIS capabilities are essential to providing accurate data and quick emergency response. Inaccurate location information has resulted in misrouting and significant delays in anticipated arrival times. Improving the accuracy of the County addressing system through this project will have significant benefits for emergency response and arrival times especially in the rural parts of the County.

Improving the County's addressing and road-centerline dataset will have benefits beyond more effective emergency services. Multiple branches of the County's government will benefit from and participate in the development, strategy, and ongoing maintenance of the GIS data. For example, the County Roads Department will be best-positioned for informing road centerline GIS. Similarly, the County Planning Department will be best-positioned for managing data revisions associated with new development and will be involved in task-based GIS approach. The County's 911-supervisor will be the most knowledgeable of the utility and inaccuracies of the existing data and will be integral in targeting areas to begin improving the County's 9-1-1 GIS. This is a true collaborative project that will lead to a sustainable and long-term GIS program, and provide significant public benefits into the future.

SECTION 4 – PROJECT MANAGEMENT AND ORGANIZATIONAL CAPABILITY

This project will be a collaborative effort between County staff, Miles City staff, and the Consultant to execute a successful project. The County has dedicated staff to ensuring all goals and objectives are met and the project is sustained beyond grant funds. All staff will be involved in data management and editing training provided by the Consultant. Below are the list of key personnel that will be involved in this project, as well as the Consultant's roles.

CUSTER COUNTY (APPLICANT)

PROJECT MANAGER: CUSTER COUNTY COMMISSIONER

County Commissioner Chair, Jason Strouf will serve as the Project Manager. Jason will be responsible for the overall coordination and direction of the project. Jason will be responsible for project budget, schedule, and quality control. Jason will have time dedicated to meeting all goals and objectives.

911 SUPERVISOR

The 911 Supervisor Lyne Anderson will work closely with the Consultant and other County and City staff to complete the project. Lyne will be involved in all aspects of this project and will be integral in providing institutional knowledge, understanding of the current 911 and road data, and have time dedicated to all tasks associated with this project.

COUNTY COMMISSIONERS

County Commissioners, Kevin Krausz and Keith Holmlund will be involved throughout the process and be engaged in implementing goals and objectives. Having the Commissioners involved shows leadership commitment to the project and ensures longevity.

COUNTY ROAD AND BRIDGE DEPARTMENT HEAD

The County Road and Bridge Department head, Ward Weischedel, will assist the Consultant in compiling existing County road data, collecting new data, training and auditing. Ward will be essential in providing institutional knowledge and current road data.

ROAD OFFICE MANAGER

Road Office Manager, Kaci Woods, will provide assistance throughout the project, including dedicating significant time to auditing address points and centerlines. Kaci's knowledge of the roads and current data will be essential to the project.

PROJECT COORDINATION: GREAT WEST ENGINEERING (CONSULTANT)

Custer County published a Request for Proposals in April 2013 for on-call engineering, surveying and planning services. Great West Engineering was selected as the County's on-call provider following a thorough procurement process. The on-call contract between Custer County and Great West Engineering is attached in Exhibit A.

Great West will provide project assistance and coordination, GIS, Planning, and Information Technology expertise to execute a successful project. Great West will work with County staff to collect data and train staff to ensure they have a complete understanding and can manage the GIS program themselves. Based on Great West's previous experience the technical assistance from all these team members is critical for a successful project.

PROJECT COORDINATOR

Bill Lloyd, PE, will serve as the Great West Project Coordinator and provide oversight and assist with project management. Bill has a long history of working with the County and has immense knowledge of the County's infrastructure and needs.

GIS TECHNICIAN

Andrea Stanley will serve as the GIS Technician for this project. Andrea is highly experienced with preparing GIS-based maps. She has ten years of experience developing comprehensive GIS maps, including base maps showing surrounding areas, boundaries, road and street systems, public properties, streams, and floodplains/wetlands. Most recently, Andrea has used her GIS abilities to build spatial data libraries and produce map exhibits for engineering studies and reports, grant proposals, watershed assessments, zoning and land use planning, utility infrastructure inventories, open cut mine planning, and stream permitting. In addition, Andrea is currently working on MLIA funded projects in Sheridan and Cascade.

SENIOR PLANNER

Jerry Grebenc will assist the GIS specialist and County with data collection and provide overall support. Jerry is familiar with the MLIA and its requirements and has been critical in assisting past MLIA funded projects.

INFORMATION TECHNOLOGY MANAGER

Jamey Bronson will assist the County with installing necessary software and training on GPS software and units. Jamey has worked with communities on MLIA funded projects to ensure software is installed properly and have provided necessary troubleshooting.

PROJECT ASSISTANCE

Great West will provide Project Assistance including compiling, formatting and printing reports/manuals. Project assistance will also be provided to the Grant Administrator, as needed.

GRANT ADMINISTRATION: SOUTHEASTERN MONTANA DEVELOPMENT CORPORATION (SEMDC) (CONSULTANT)

The County is a member of SEMDC. Julie Emmons of SEMDC will assist the County with the grant management and assure compliance with applicable federal, State and local program requirements.

SECTION 5 – SCOPE OF WORK

GOALS AND OBJECTIVES AND ASSOCIATED TASKS

Listed below are the goals and objectives to build a GIS for the Custer County. The goals and objectives are in chronological order, and generally, each goal and objective depends upon the previous goal and objective being completed. The associated tasks and activities are listed under each objective. County staff will be involved in all the tasks listed to accomplish goals and objectives and will work directly with the Consultant at every step. A full project schedule is included at the end of this section.

GOAL 1: INITIATE MANAGEMENT OF COUNTY E-911 DATA AND STRATEGIZE FOR TRANSITION TO THE NENA NG9-1-1 MODEL

Custer County will utilize existing addressing, structure, road, and jurisdictional boundary data. To do this the County and its Consultant will review and document its known or unknown accuracy. This attribution of the data will assist in targeting areas with particular strategic emergency response vulnerabilities due to inaccuracies. Starting the project with an informational meeting to discuss end-product goals will ensure the County and its partners in 9-1-1 response know the objectives of the project and have the opportunity to contribute ideas and concerns on efficient methods to improve the accuracy and utility of the region's addressing, road, and boundary data.

Objective 1A – Inventory and characterize accuracy and utility of existing Data

- Task 1A.1: The County will request a full copy and all associated metadata of County addressing from private third party currently managing data.
- Task 1A.2: The County and its Consultant will inventory and document within the existing GIS known and unknown accuracy of addressing data.
- Task 1A.3: The County and its Consultant will inventory and document within the existing GIS known and unknown accuracy of road centerline data.

Objective 1B – Build NG9-1-1 framework

- Task 1B.1: The County's Consultant will work with State theme stewards and review NENA standards to build a new geodatabase for County E-911 data including separate layers for:
 - Site/Structure Address Points
 - Road Centerlines
 - PSAP boundaries
 - Emergency services boundaries

Data accuracy and sources(s) of verification will be qualified within the geodatabase to track data quality as the County, the Consultant, and cooperating agencies improve the data.

- Task 1B.2: The County's Consultant, in partnership with Miles City and County staff, will add the PSAP Boundary and PSAP Boundary features to the County's NG9-1-1 framework

Objective 1C – Engage Custer County staff and agency cooperators in Strategy Meeting

- Task 1C.1: The Consultant will review NENA NG9-1-1 model with Custer County to inform all agency cooperators of end-product goals. Stakeholders and agency cooperators include those from Miles City, Garfield County, and Rosebud County.
- Task 1C.2: The County and agency cooperators will identify target areas within Custer County requiring more immediate attention due to known poor addressing accuracy.
- Task 1C.3: Review and finalize a regional and phased approach to bringing the service area into full transition to the NENA NG9-1-1 model.
- Task 1C.4: Following the meeting the County's Project Manager and the Consultant will discuss and formalize: (1) division of tasks and GIS training among County and cooperating agency staff for subsequent project work; and (2) regional and phased approach to bringing the service area in to full transition of address points, road centerlines, PSAP boundaries, and emergency service boundaries to the NGNA NG9-1-1 model.

GOAL 2: BUILD COUNTY CAPACITY TO IMPROVE AND MANAGE GIS DATA

A major component of this project will involve providing the County with the tools and knowledge to participate in the development of their GIS and further improvement and maintenance of their GIS in the future. This goal will net a cost savings in project implementation and give the County the opportunity to practice their capacity in GIS building, maintenance, and use.

Objective 2A: Data management hardware and software purchasing

- Task 2A: County staff will purchase ArcGIS software and compatible computer for managing GIS. The Consultant will provide technical guidance on computer purchasing.

Objective 2B: Customized Draft Data Management and Editing Manual

- Task 2B: The County's Consultant will create a data management and editing manual that will direct County staff and other agency cooperators on how to use ArcGIS and ArcGIS Online to edit, create, and manage data within the County's NG9-1-1 framework.

Objective 2C: Data Management and Editing Training for County Staff

- Task 2C: The County's Consultant will provide County staff and agency cooperator staff (4-6 personnel) with training on specific tasks associated with implementing the plan formalized under Objective 1C. Training will involve an hour of an overall introduction to all the specific tasks associated within building the GIS with the NGNA NG9-1-1 model. Followed with one-on-one training with specific staff on their specific roles in editing and managing the data. For example, the Miles City 911-Supervisor will receive specific training and guidance on editing and improving addressing information.

GOAL 3: BEGIN COUNTY DATA ACCURACY AUDIT AND TRANSITION TO NENA NG9-1-1

Bringing Custer County (and neighboring service areas in Garfield and Rosebud County) into full NG9-1-1 model standards with accurate data will be a multi-year process. This project will be the initial stage that will build the framework into practice with specific manageable rural regions of the County. The largest task will be improving the accuracy of address points and a multi-faceted approach listed below will begin the County's work in accomplishing this multi-year task.

Objective 3A –Audit of address points

- Task 3A.1: mailing program to rural addresses
- Task 3A.2: verifications with aerial imagery
- Task 3A.3: field data collection/audit

Objective 3B –Audit of road centerlines through digital exercise

- Task 3B verifications with aerial imagery and institutional knowledge

GOAL 4: DATA SUBMITTAL AND FINAL TRAINING AND STRATEGY MEETING

Objective 4A – Data Submittal and Map Printing

At the conclusion of this MLIA funded project the County's NG9-1-1 framework and data will be submitted to the State Library. This product will not be a comprehensive or final product, but will include all existing addressing data contained within the County's current County addressing GIS with improved accuracy.

- Task 4A: The submittal package to the Montana State Library will include the new geodatabase for County E-911 data including separate layers for:
 - Site/Structure Address Points
 - Road Centerlines
 - PSAP boundaries
 - Emergency services boundaries

Objective 4B – Status and Strategy Meeting and Map Printing

- Task 4B.1: Consultant will print maps showing results, progress, and completed regions. Consultant will deliver updated tailored training manuals that will include procedure for maintenance and continued improvement of the County's NG9-1-1 geodatabase.
 - The Consultant and cooperating agencies will complete a final status and strategy meeting with the County's Project Manager.
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TIMELINE

Task	July 2018	Aug. 2018	Sept. 2017	Oct. 2018	Nov. 2018	Dec. 2018	Jan. 2019	Feb. 2019	Mar. 2019	Apr. 2019	May 2019	June 2019
Procurement completed April 2013												
Goal 1: Initiate management of County E-911 data and strategize for transition to the NENA NG9-1-1 model												
Objective 1A: Inventory and characterize accuracy and utility of existing Data	X											
Objective 1B: Build NG9-1-1 framework		X										
Objective 1C: Engage Custer County staff and agency cooperators in Strategy Meeting		X										
Goal 2: Build County Capacity to improve and manage GIS data												
Objective 2A: Data management hardware and software purchasing	X											
Objective 2B: Customized Draft Data Management and Editing Manual			X	X								
Objective 2C: Data Management and Editing Training for City Staff			X									
Goal 3: Begin County Data Accuracy Audit and Transition to NENA NG9-1-1												
Objective 3A: Audit of address points				X	X	X	X	X	X			
Objective 3B: Audit of road centerlines through digital exercise				X	X	X	X	X	X			
Goal 4: Data Submittal and Final training and strategy meeting												
Objective 4A: Data Submittal and Map Printing										X		
Objective 4B: Status and Strategy Meeting and Map Printing											X	

SECTION 6 – BUDGET JUSTIFICATION AND BUDGET TABLE

The estimated total cost of this project is \$56,365.00. This application is requesting \$37,000.00 from MLIA grant funding. Custer County will purchase equipment, as well as provide in-kind contributions for a total match of \$19,365.00.

The County understands the MLIA grant request of \$37,000.00 is above the typical funding amount, however, it is important to note the importance of this project for not only Custer County, but southeastern Montana. In addition to being at the center of a major transportation corridor including Interstate 94, the BNSF railway, and Hwy 12 and 59, the County seat, Miles City, is a retail, medical, professional services and financial hub for southeastern Montana. It is the center of a wagon wheel with spokes that stretch out and serve the outlying communities that surround it. There are also several major items of critical State infrastructure that exist in the County, one being the State of Montana Data Storage Center and another is an interconnect station on the power grid owned by Western Area Power (WAPA). Local emergency services are responsible for the protection of these major assets to critical infrastructure. Other critical infrastructure includes the Burlington Northern Santa Fe Railroad, Transco Railway railcar repair facility, Quala Wash railcar hazardous material cleaning plant, Montana-Dakota Utilities gas transmission facilities and turbine plant, Harvest States Seed plant, thousands of miles of telecommunications lines, telecommunication infrastructure, a Fiber Regeneration Site, over 100 miles of a secured loop for a State Information Back-up Center, one head-end which runs all data services to and from the area's residents, a Central office housing infrastructure for seamless transmission of services, and a Western Area Power Administration (WAPA) substation. Miles City also lies at the confluence of the Yellowstone and Tongue Rivers and has the highest amount of flood insurance policies in the State of Montana with more than 60% of the community lying in the floodplain. There is an imminent risk of flooding due to ice jams in this community. The importance of being able to respond efficiently, effectively and fast to all emergencies that could affect critical infrastructure is paramount.

Considering that Custer County has one of the higher tax rates in Montana and a median household income of \$38,913.00, the County is contributing the maximum amount they can to this project, without significantly burdening their citizens. However, if less than the full grant request is awarded to the County, they will proceed with the project, as it is critical for the safety of the citizens.

Following is a description of each budget item.

PERSONNEL

This will be a collaborative and continuing effort between Custer County and Miles City staff to develop a GIS program and provide accurate addressing information. The following is a breakdown of all personnel, estimated hours and cost for this project:

- Jason Strouf, Project Manager: 50 hours, \$1,600 (base wage and fringe)

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- Lyne Anderson, 911 Supervisor: 164 hours, \$4,756.00 (base wage and fringe)
- Kevin Krausz, County Commissioner: 14 hours, \$448.00 (base wage and fringe)
- Keith Holmlund, County Commissioner: 14 hours, \$448.00 (base wage and fringe)
- Ward Weischedel, County Road and Bridge Department Head: 30 hours, \$810.00 (base wage and fringe)
- Kaci Woods, Roads Office Manager: 136 hours, \$3,128.00
- Additional City support staff: 156 hours, \$3,900.00 (base wage and fringe)
- Julie K. Emmons, Grant Administrator, SEMDC: 20 hours, \$1350 (base wage and fringe)

The total County in-kind contribution of staff time is \$16,440.00. Having various staff trained in GIS and having a comprehensive knowledge of data collection and GIS methods will ensure project sustainability and allow the County's GIS program to continue to develop.

TRAVEL

No travel compensation is anticipated for County staff. The Consultants travel estimate is included under the contractual section.

EQUIPMENT

The County will purchase a new computer that is capable of running ArcGIS Pro software. The estimated cost for the computer and accessories is \$1,500. A single-use license for ArcGIS Pro is estimated to cost \$1,425.

SUPPLIES

No major supplies will be needed.

CONTRACTUAL

A GIS Specialist will spend approximately 300 hours, including travel, to create GIS layers, create .mxd files, create metadata, print hard copy maps, draft a training manual, and provide on-site training to County. The total cost, including labor, travel, and lodging costs is estimated at \$34,981.

A Project Assistant will provide 13 hours to compile, format, and print the manuals, for a total of \$1,231.00. A Planner will provide 4 hours of support for an estimated total cost of \$460.00. In addition, an Information Technologist will provide 4 hours of computer and software support for a cost of \$328.00. Based on past MLIA projects, Planning and Information Technology support is critical to the success of the project. The total for all consulting services is \$37,000.00.

STATEMENTS OF SUPPORT (IF APPLICABLE)

**Statements of support are required for each listed funding partner—see MLIA Grant Compliance – MLIA Grant Partners section for the definition of a funding partner. Do not include other statements of support as they will not be evaluated. N/A*

MLIA GRANT BUDGET SUMMARY TABLE

MLIA GRANT BUDGET SUMMARY					
	MLIA Summary	Applicant Summary			Total:
Category	MLIA Share	Applicant Cash	Applicant In-kind	Applicant Subtotal	<i>MLIA Share, Applicant Subtotal, Partner Subtotal</i>
a. Personnel			\$ 14,128.30	\$ 14,128.30	\$ 14,128.30
a. 1. Fringe Benefits			\$ 2,311.70	\$ 2,311.70	\$ 2,311.70
b. Travel				\$ -	\$ -
c. Equipment		\$ 2,925.00		\$ 2,925.00	\$ 2,925.00
d. Supplies & Materials				\$ -	\$ -
e. Contractual	\$ 37,000.00			\$ -	\$ 37,000.00
f. Other				\$ -	\$ -
Total	\$ 37,000.00	\$ 2,925.00	\$ 16,440.00	\$ 19,365.00	\$ 56,365.00

SECTION 7 – RENEWABLE GRANT ACCOUNTABILITY

**In this section, applicants must outline past MLIA projects and project management accountability. Previous MLIA grant projects will be taken into consideration in final prioritization.*

If the applicant received a grant in the past five years, then the following items are needed.

- 1. Applicants awarded a FY2018 MLIA Grant must submit a report on the progress made toward meeting the requirements of that grant. The report must include the status of the project timeline, tasks, and deliverables. N/A*
 - a. **1-page limit***
- 2. Applicant must write a narrative, outlining the successes and the failures, of each grant received. Applicant must explain how tasks, timelines, and deliverables of the project were or were not met. The applicant must demonstrate how past projects failures will ensure future projects successes. N/A*
 - a. Each narrative has a **250-word** count limit*

SECTION 8 – AUTHORIZING STATEMENT

Authorizing Statement

I hereby certify that I have read the application and the information and all statements in this application are true, complete and accurate to the best of my knowledge and that the project or activity complies with all applicable state, local and federal laws and regulations.

I further certify that this project will comply with applicable statutory and regulatory standards.

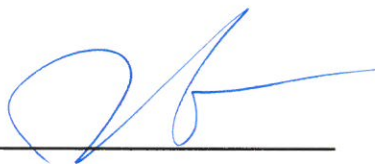
I further certify that I am (by my signature) authorized to enter into a binding agreement with the Montana State Library to obtain a grant if this application receives approval.

SASON STROUF

Name (print or type)

COUNTY COMMISSIONER CHAIR

Title (print or type)



Signature and Title of Authorized Representative(s) of Public Entity Applicant

FEB. 14, 2018

Date

SECTION 9 – CHECKLIST – SIGNATURES REQUIRED

Applicant's Project Manager, defined Section 1, **must initial in ink or mark 'n/a' if a section is not applicable.**

Initial or mark n/a	Completed Required Task
J.S.	Proposal Prepared by an outside party – I have read this document in its entirety. <i>(if applicable)</i>
J.S.	Section 1 – Applicant, Partner, and Proposal Information
J.S.	Primary Applicant Information
N/A	Funding Partner <i>(if applicable)</i>
J.S.	Proposal Information
J.S.	List All Past Awarded MLIA Grants
J.S.	Section 2 – Relevance <i>(300 max word limit)</i>
J.S.	Section 3 – Public Benefit
J.S.	Section 4 – Project Management
J.S.	Section 5 – Scope of Work Narrative <i>(4-page limit)</i>
J.S.	Section 6 – Budget Justification Narrative and Table <i>(3-page limit)</i>
J.S.	Budget Justification Narrative
J.S.	Complete Budget Table
J.S.	Section 7 – Funding Partner Statements of Support <i>(if applicable)</i>
J.S.	Section 8 – Renewable Grant Accountability Narrative <i>(if applicable)</i>
N/A	FY2018 Grantee Report <i>(if applicable)</i>
N/A	Past MLIA Grant Project Narrative <i>(if applicable)</i>

02

Section 9 – A Signed Authorizing Statement

ATTACHMENT A: PROCUREMENT DOCUMENTATION

Affidavit of Publication

STATE OF MONTANA }
County of Custer } ss.

April 19, 2013



**ADVERTISEMENT
REQUESTS FOR
QUALIFICATIONS
ENGINEERING AND/OR
GRANT ADMINISTRATION
SERVICES**

The Custer County Commission is soliciting statements of qualifications to hire a firm to provide general engineering and/or grant administration services for various designated and undesignated public works projects within the Custer County jurisdictional area. The County will utilize the selected firm to serve as an "on-call" County Engineer for a period of up to three years for all professional engineering and/or grant administration related activities associated with but not limited to roads, bridges, trails, water, wastewater, solid waste, subdivision reviews, site development, environmental reviews, miscellaneous public works projects, etc. Desired services may include the following: planning, preliminary engineering, final design, surveying, construction administration, inspection work, grant writing and/or grant administration. The agreement and payment terms will be negotiated with the selected offeror. Copies of the detailed request for qualifications (RFQ), including a description of the services to be provided by respondents, the minimum amount of responses, and the factors to be used to evaluate the responses, can be obtained by contacting the Custer County Commission, 1010 Main St., Miles City, MT 59301. All responses to the detailed RFP must be received by 5:00 p.m. on May 3rd, 2013.
(Published April 19, and 26, 2013)

Mary Halvorson, being duly sworn on her oath, says that she has been the principal clerk of the printer of the MILES CITY STAR, a daily newspaper of general circulation, printed and published at Miles City, in said County and State. Request for Qualifications; Engineering Services. A printed and true copy which, cut from the columns of said newspaper, is hereto attached, and made a part hereof, was printed and published in said newspaper, in the regular and entire issue of every number of the paper during the period, April 19 and 26, 2013.

Signed Mary Halvorson

Subscribed and sworn to before me this _____ day of _____, 2013

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between Custer County, 1010 Main Street, Miles City, Montana 59301-3419, herein referred to as “County” and Great West Engineering, Inc., of P.O. Box 4817, 2501 Belt View Drive, Helena, Montana 59604, herein referred to as “Consultant”,

WITNESSETH:

That the above named Consultant and the County mutually agree as follows:

1. **Scope of Work:** County desires Consultant to provide professional engineering and related services for various designated and undesignated public works projects within the Custer County jurisdictional area. County further desires consultant to act as an on-call county engineer, to engage in professional engineering and/or grant administration related activities associated with, but not limited to roads, bridges, trails, water, wastewater, solid waste, subdivision review, site development, environmental reviews, miscellaneous public works projects, etc. Services may include planning, preliminary engineering, final design, surveying, construction administration, inspection work, grant writing and/or grant administration, as well as any other technical and project development services that the County may request on an as-needed basis. Consultant shall perform the services for the County by specific Task Orders, which shall be in substantially the same form as attached Exhibit “A”.
2. **Effective Date and Time of Performance:** This Agreement takes effect upon its execution by the parties hereto and will terminate five (5) years after that date. Upon mutual agreement by both parties, the Agreement may be extended beyond that time in one (1) year increments.

3. **Services and Materials:** The Consultant shall provide and furnish all services, materials, supplies, transportation, equipment, and supervision necessary to perform the scope of services outlined and described for each Task Order in Exhibit "A" at the hourly rates specified in Exhibit "B", both exhibits attached hereto and made a part of this Agreement. The Consultant shall not commence work on any Task Order until a letter or e-mail of Notice to Proceed is provided by the County for such task. Consultant hereby certifies that Consultant has obtained all necessary professional licenses or certificates as specified or required by Montana law to perform the scope of services for County as specified in this Agreement.

4. **Compensation and Method of Payment:** The County will pay the Consultant for actual hours of work performed and actual reimbursable costs expended within forty-five (45) days of receipt of an invoice or statement for work performed. Any invoice not paid within forty-five (45) days after the date of the invoice shall bear interest at the maximum allowable rate permitted by law.

Invoices are based on the hourly rates set forth in Consultant's prevailing *Schedule of Billing Rates*, attached hereto as Exhibit "B", which may be amended from time to time, plus expenses. Services performed and costs expended by the Consultant for each Task Order shall not exceed the maximum amount authorized for the specific Task Order without additional express written authorization from the County.

Expenses shall include out-of-pocket costs for technical, professional and clerical services and for transportation; meals and lodging; laboratory tests and analyses; subcontractors; telephone; printing; copying; and binding. Expenses are billed at the actual invoice amount, and County shall pay all governmental fees, permits and charges.

Consultant may stop work on the project and withhold delivery of all work until County's obligations then due and owing to Consultant are paid in full.

5. **Liaison:** Custer County Commission is the County's liaison with the Consultant. Bill Lloyd, Great West Engineering, Inc. Senior Vice President, is the Consultant's liaison with the County.

6. **Independent Contractor:** It is understood by the parties hereto that the Consultant is an independent contractor as that term is defined by Montana Statute and current case law and as such is not an employee of Custer County for purposes of federal or state taxes, social security (FICA) withholding, retirement plans or systems, worker's compensation, or any other obligation which an employer has a duty to perform on behalf of an employee under applicable federal, state, or local statutes, rules or regulations.

Consultant is and shall perform this Agreement as an independent contractor, and as such, is responsible to the County only as to the results to be obtained for the services herein specified, and to the extent that the services shall be performed in accordance with the terms of this Agreement. Consultant shall have and maintain complete control over all of its employees, subcontractors, agent and operations, being responsible for any required payroll deductions and benefits, such as, but not limited to, worker's compensation with statutory limits, and unemployment insurance.

7. **Insurance:** Insurance shall be maintained by the Consultant, which meets or exceeds the County's insurance requirements. Prior to initiating work on this project, Consultant shall provide the County, on an annual basis, with a Certificate of Insurance or other documentary evidence that the attached insurance requirements will be met for the duration of this Agreement.

8. **Access to Records/Use of Documents:** The Consultant agrees to maintain reasonable records for this project along with all records of performance and compliance with the terms of this Agreement and to allow access to these records by the County, upon the County's request for the same. Consultant retains ownership to all documents and work product under this Agreement, and the County may only use such documents and work product in connection with the project. If requested, Consultant shall submit electronic copies of drawings or other information ("Electronic Files") to the County in a mutually agreed upon format. Consultant will remove its name, logo, and professional seals from the Electronic Files. Consultant will add a disclaimer to the Electronic Files that states; "This information shall not be altered or changed in any way, or adapted for any other purpose without Consultant's prior review and written approval. County and its recipients assume all risks associated with any alteration, change or adaptation, and Consultant shall not be liable for direct, indirect, incidental, or consequential damages relating to any alteration, change or adaptation."

9. **Confidentiality and Conflicts of Interest:** The Consultant agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the County and obtained or developed by the Consultant in connection with the work under this Agreement unless disclosure is required by law, subpoena, or court order. Consultant warrants and agrees that Consultant does not and will not have any conflicts of interest regarding the performance of services hereunder.

10. **Nondiscrimination:** The Consultant will not discriminate against any employee or applicant for employment relating to services to be provided hereunder on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with this project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

11. **Subconsultants:** With County's approval, Consultant may retain subconsultants to perform services for the projects.
12. **Extra work:** If County desires work to be performed beyond the services described in this Agreement, County must authorize Extra Work by signing a written supplement.
13. **Modification and Assignability of Contract:** This Agreement may not be enlarged, modified or altered except upon subsequent written agreement signed by the parties hereto. The Consultant may not assign any rights or duties arising hereunder without the prior written consent of the County.
14. **Termination:** Either party may, without cause and without prejudice to any other right or remedy, terminate this Agreement thirty (30) days after delivery of a written notice of termination to either party. Delivery shall be deemed complete upon the date of mailing of said notice through the United States Postal Service by first class mail. In the event of termination, Consultant will be paid the agreed fees for services performed up to the date of termination
15. **Construction and Venue:** This Agreement will be construed under and governed by the laws of the State of Montana. In the event of litigation, the parties agree that venue shall be in the judicial district that encompasses the County of Custer, State of Montana.
16. **Compliance with State, Federal, and Local Laws:** The Consultant shall observe and comply with all federal, state, and local laws, ordinances and regulations pertaining to this contract and the services to be performed hereunder. Without limiting the generality of the foregoing, Consultant agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued thereunder and all state laws and regulations enacted and

adopted pursuant thereto. The Consultant shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

17. **Standard of Care:** Services provided by Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. Consultant makes no express or implied warranties.
18. **County's Review of Submissions:** County shall reasonably examine and respond to Consultant's submissions; and County is obligated to give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the Consultant's services.
19. **Indemnifications:** The Consultant and County shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages, and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the Project.
20. **Alternative Dispute Resolution:** Unresolved disputes, controversies and claims relating to performance of services shall be initially referred to mediation.
21. **Attorney's fees:** If any proceeding is commenced relating to this Agreement, prevailing party is entitled to recover its reasonable attorneys' fees and costs.
22. **Entire Agreement:** This Agreement contains 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

shall be or become a part of the agreement. This Agreement constitutes the complete and final understanding between the parties and may only be amended by written agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30th day of May, 2013.

GREAT WEST ENGINEERING, INC.

By: *Daniel M. McCauley*
President

**BOARD OF COUNTY COMMISSIONERS
CUSTER COUNTY, MONTANA**

By: *Keith Holmsted* 6-11-13
Chairman

Kevin Kavanagh 6-11-13
Member

Wicki Hamilton 6-11-13
Member

Attest:

L. Abbott
Clerk and Recorder
Custer County, Montana

EXHIBIT "A"
SPECIFIC TASK ORDERS

[Date]

Custer County
1010 Main Street
Miles City, MT 59301-3419
Attn: Commissioners

Re: Task Order No. _____ - [Description]
Custer County Engineering Services On-Call
Great West Engineering, Inc. Project No. 1-13162

Dear Commissioners:

This letter constitutes *Task Order No. ____* to our *Agreement for Professional Services* dated May 30, 2013 for the above-referenced Project. Great West Engineering, Inc.'s scope of services and schedule for completion of these services ("Services") are as follows:

[Insert Description of Services and Schedule for Completion]

As compensation for these Services, Client shall pay Great West Engineering, Inc. an amount not to exceed \$_____, as determined by the *Consultant Agreement*. This amount can not be exceeded without Client's written approval.

Please have an authorized representative sign both originals of this letter and return one executed original to Great West Engineering, Inc. at the following address:

Great West Engineering, Inc.
P.O. Box 4817
Helena, MT 59604

Acknowledgement. This *Task Order No. ____* is agreed to by the parties and is effective as of the date of this letter.

GREAT WEST ENGINEERING, INC.

CUSTER COUNTY

Daniel M. McCauley

[Authorized Signature]

President

Date



**EXHIBIT B
SCHEDULE OF BILLING RATES***

	<u>Hourly Rate</u>
Clerical Support	\$ 51
Project Assistant	59
Project/Marketing Coordinator	68
Project Administrator 2	95
Engineering Intern	75
Construction Inspector 2	95
CADD Operator/Designer	90
Senior CADD Operator/Designer	92
Survey Party Chief	87
Ecologist	85
Engineer 1	87
Engineer 2	92
Engineer 3	97
Land Surveyor	94
Senior Technician/Planner	95
Senior Hydrogeologist	106
Project Manager 1	106
Project Manager 2	114
Project Manager 2	126
Project Manager 3	135
Project Manager 4	140
Senior Project Manager	165
Principal/Project Manager	172

Reimbursable Expenses include but are not limited to:

Auto Mileage	\$.65/mile
Outside Consultants	1.10xcost
Shipping & Delivery	1.10xcost
Fees & Permits	1.10xcost
Supplies	1.10xcost
Travel and Per Diem	1.10xcost

*These rates are effective January 1, 2013. They are subject to update in January 2014.

SECTION 8 – AUTHORIZING STATEMENT

Authorizing Statement

I hereby certify that I have read the application and the information and all statements in this application are true, complete and accurate to the best of my knowledge and that the project or activity complies with all applicable state, local and federal laws and regulations.

I further certify that this project will comply with applicable statutory and regulatory standards.

I further certify that I am (by my signature) authorized to enter into a binding agreement with the Montana State Library to obtain a grant if this application receives approval.

Kody L Farkell

Name (print or type)

Clerk + Recorder

Title (print or type)

Kody L Farkell

Signature and Title of Authorized Representative(s) of Public Entity Applicant

2-14-18

Date