SUPERFUND ADVISORY & REDEVELOPMENT TRUST AUTHORITY

REDEVELOPMENT TRUST FUND AGREEMENT No. 2021-02

This agreement is made by and between the BUTTE-SILVER BOW SUPERFUND ADVISORY AND REDEVELOPMENT TRUST AUTHORITY (SARTA) and the BUTTE AMERICA FOUNDATION, hereinafter called PROJECT SPONSOR, according to the following terms, covenants and conditions.

 WHEREAS, SARTA acknowledges that it is in the best interests of the people of the City and County of Butte-Silver Bow to provide funding to PROJECT SPONSOR to implement a project that produces shared community and economic benefits.

 NOW, THEREFORE, in consideration of the terms, covenants and conditions contained herein, it is mutually agreed as follows:

SECTION 1. **Purpose.** The purpose of this Agreement is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the PROJECT SPONSOR for implementation and completion of a portion of the “Verdigris Project Banquet and String Quartet Performance,” also known as “Verdigris Performance,” as approved in the 2020 Superfund Advisory and Redevelopment Trust Authority Grant Cycle*,* which was approved by the Superfund Advisory and Redevelopment Trust Authority on November 17, 2020.

SECTION 2. **Term.** SARTA hereby agrees to reimburse PROJECT SPONSOR for expenses, as set forth herein, subject to the terms, covenants and conditions hereof. PROJECT SPONSOR shall have until June 30, 2021 to complete the portion of the project and work described in Section 4, Scope of Work (SOW). SARTA may grant an extension for completion upon request and showing of good cause by the PROJECT SPONSOR. A request for extension submitted less than 30 days prior to the termination date may or may not be considered. This Agreement is a contract for a specific term, within the meaning of Mont. Code Ann. § 28-2-903. No promises or representations have been made concerning renewal of this contract, and neither party has agreed to any continued contractual relationship beyond the term of this contract. However, it is the parties’ intention that this contract may serve as the format for future contracts, if any, between SARTA and PROJECT SPONSOR.

SECTION 3. **SARTA Role.** Funds awarded by SARTA are to be used according to the intent of SARTA bylaws and for the purposes, objectives, and procedures of the *Redevelopment Trust Fund.* Upon request from PROJECT SPONSOR or its agent, SARTA will explain or clarify the terms and conditions of this grant award and may provide limited technical assistance. SARTA will monitor project expenditures to assure payment eligibility. SARTA assumes no responsibility for PROJECT SPONSOR’s obligation to faithfully perform the tasks and activities necessary to implement and complete a project. PROJECT SPONSOR should contact SARTA’s liaison/designee, Julia Crain, at (406) 497-6264, 155 W. Granite, Butte, Montana 59701. All requests, information, and assistance shall be submitted to SARTA liaison/designee. The PROJECT SPONSOR liaison is Clark Grant, 156 W. Granite Street, Butte, Montana 59701.

SECTION 4. Scope of Work. PROJECT SPONSOR shall use this grant to implement the Verdigris Performance as approved by SARTA and as detailed in Attachment A, Scope of Work, attached and incorporated herein by this reference. This contract covers project components covered by the SOW as approved by SARTA for the period from the date of signature through June 30, 2021.

 Any significant change in this SOW, as determined by SARTA Staff, requires SARTA approval after consideration and recommendation of SARTA Staff. Any significant change to the SOW that is approved by SARTA would require an associated modification to this Agreement.

SECTION 5. **Project Budget.** Redevelopment Trust Funds totaling **$4,000** for the tasks covered in the SOW are allocated to the following budget categories: Contracted Services. A Project Budget for this portion of the Project is attached to this contract as **Attachment B** and incorporated herein by this reference.

SECTION 6. **Availability of Funds.** Costs incurred prior to execution of this Agreement are not eligible for reimbursement unless the approved SOW provides for reimbursement for work performed prior to this Agreement.

SECTION 7. **Disbursements.** PROJECT SPONSOR shall submit claims for Redevelopment Trust Funds to SARTA. Receipts, vendor invoices, inspection certificates, and other documentation of costs incurred shall be kept with the PROJECT SPONSOR and provided to SARTA upon request. SARTA will verify the claims and check them against the Reports required in Section 8 and the Budget approved in Section 5. SARTA will disburse Redevelopment Trust Funds to the PROJECT SPONSOR upon approval. Reimbursement of PROJECT SPONSOR expenditures will only be made for project-specific expenses included in the Budget provided in Section 5 that are clearly and accurately supported by the PROJECT SPONSOR’s records. Travel rates may not exceed current state employee rates for meals, lodging, and mileage. In addition, SARTA will withhold ten percent (10%) of its payments under this Agreement until all the tasks outlined in the SOW (Section 4 and Attachment A) and the Final Report required by Section 8 are completed and approved by SARTA. Total payment for all purposes under this Agreement shall not exceed **$4,000**.  A sample invoice is included as **Attachment C**.

SECTION 8. **Progress Reports.** PROJECT SPONSOR shall submit progress reports with invoices to SARTA during the term of this Agreement. These reports will be submitted to SARTA no more frequently than quarterly. Reports will provide status information for each project implementation objective. Status information shall include, at a minimum, costs incurred, funds remaining, tasks completed in the reporting period and anticipated tasks to be completed during the next reporting cycle, anticipated expenses during the next reporting cycle and projected completion date. PROJECT SPONSOR shall report on total project costs including those funded by the PROJECT SPONSOR and other matching funds. Significant problems encountered shall be noted and necessary scope and/or time line modifications requested.

 No claims for disbursements will be honored if the progress report has not been submitted and approved. A copy of the suggested Progress Report format is attached as **Attachment** **D**.

 A Final Report that details the project status, results, accomplishments and financial status shall be submitted to SARTA for approval upon project completion. Final disbursement of Redevelopment Trust Funds is contingent upon SARTA receipt and approval of the Final Report. A copy of the suggested Final Report format is attached as **Attachment E**.

SECTION 9. **Project Monitoring Data.** PROJECT SPONSOR shall submit any monitoring data collected or compiled as part of the approved scope of work to SARTA as specified in the scope of work in a format approved by SARTA.

SECTION 10. **Records and Audits.** PROJECT SPONSOR agrees to maintain records of the activities, including financial records, covered by this Agreement for a period of three (3) years after the contract close-out date, and to allow access to them by SARTA and the City and County of Butte-Silver Bow Budget Department as may be necessary for audit and analysis purposes in determining compliance with the terms of this Agreement, as required by Section 5-13-304, Montana Code Annotated. Notwithstanding the provisions of Section 17, this Agreement may be terminated upon any refusal of PROJECT SPONSOR to allow access to records referred to above.

 SARTA may, at any reasonable time, audit all records, reports, and other documents that PROJECT SPONSOR maintains under or in the course of this Agreement to ensure compliance with its terms and conditions.

SECTION 11. **Project Monitoring and Access for Inspection and Monitoring.** SARTA or its agents may monitor and inspect all phases and aspects of PROJECT SPONSOR’s performance to determine compliance with Section 4, Scope of Work, and other technical and administrative requirements in this Agreement, including the adequacy of records and accounts. SARTA may present specific areas of concern to PROJECT SPONSOR providing PROJECT SPONSOR the opportunity to better accomplish the goals and objectives of the Agreement and its conditions.

 Because the Redevelopment Trust Fund is public funds, public access to the project records must be available. PROJECT SPONSOR shall accommodate requests for public access to the records. Additionally, site access by PROJECT SPONSOR, contractors and others shall be consonant with pertinent site safety and security requirements, where applicable, and in compliance with all applicable access provisions, health and safety requirements.

SECTION 12. **Indemnity and Liability.** PROJECT SPONSOR shall defend, indemnify and hold harmless the City and County of Butte-Silver Bow, its employees and its agents, from and against any and all claims, liabilities demands, causes of action, and judgments, including the costs of defense and reasonable attorney fees, arising in favor of or asserted by the PROJECT SPONSOR and/or its agents, employees, contractors, subcontractors or other representatives including volunteers or by third parties on account of damage to property, personal injury or death, or damage, as the result, in whole or in part, of the negligent acts or omissions or willful misconduct of PROJECT SPONSOR, its agents, employees, agents, contractors, subcontractors, or other representatives or arising out of or resulting from goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omissions of PROJECT SPONSOR and/or its agents, employees, contractors, subcontractors or other representatives under a subsequent contract.

SECTION 13. **Insurance.** The PROJECT SPONSOR must adhere to the insurance and other provisions and requirements set forth in Sections 12, 13, 14, and 15. If the PROJECT SPONSOR is relying on contracted services to fulfill the requirements of this Agreement, the PROJECT SPONSOR shall insure the requirements set forth in sections 12, 13, 14, and 15 are also met by the PROJECT SPONSOR’s contractor and/or subcontractors. All required documentation must be kept by the PROJECT SPONSOR and must be made available to SARTA upon request.

 **Primary Insurance:** The PROJECT SPONSOR’s insurance coverage shall be primary insurance as respect to Butte-Silver Bow, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the City and County of Butte-Silver Bow, its officers, officials, employees or volunteers shall be in excess of the PROJECT SPONSOR’s and its contractor's and subcontractor’s furnished insurance and shall not contribute with it.

 **Specific Requirements for Commercial General Liability:** The PROJECT SPONSOR shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $750,000 per claim and $1,500,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the PROJECT SPONSOR or its agents, employees, or contractors or their officers, agents, representatives, assigns or subcontractors.

 **Additional Insured Status:** In the PROJECT SPONSOR’s insurance policies that cover this project, the City and County of Butte-Silver Bow, its officers, officials, employees, and volunteers are to be covered as additional insured for liability arising out of activities performed by or on behalf of the PROJECT SPONSOR, including the insured's general supervision of the PROJECT SPONSOR’s contractor; products and completed operations; premises owned, leased, occupied, or used.

 **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by SARTA. At the request of SARTA either: (1) The insured shall reduce or eliminate such deductibles or self-insured retention's as respect to the City and County of Butte-Silver Bow, its officers, officials, employees, and volunteers; or (2) THE PROJECT SPONSOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

 **Certificate of Insurance/Endorsements:** Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the contract number. This insurance must be maintained for the duration of the contract. SARTA, 155 W. Granite, Butte, Montana, 59701, must receive all required certificates and endorsements within 10 days from the date of the execution of the contract. Work may not commence until an insurance contract is in place. The Contractor must notify SARTA immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. SARTA reserves the right to require complete copies of insurance policies at all times.

SECTION 14. **Employment Status and Worker’s Compensation.** SARTA is not an owner or general contractor for the project funded in whole or in part by this Agreement, and SARTA does not control the work activities or work-site of PROJECT SPONSOR or any contractors that might be engaged for completion of the project. PROJECT SPONSOR is independent from and is not an employee, officer or agent of the City and County of Butte-Silver Bow or SARTA by virtue of the contract. PROJECT SPONSOR, its employees, and contractors are not covered by the Workers’ Compensation coverage of the City and County of Butte-Silver Bow or SARTA as an employer by virtue of this contract. PROJECT SPONSOR is responsible for insuring that its employees and the employees of its contractors and all subcontractors are covered by Workers’ Compensation Insurance, or have an Independent Contractors Exemption covering PROJECT SPONSOR and its employees and the employees of its contractors and all subcontractors for the entire contract period.

SECTION 15. **Compliance with Applicable Laws.** All work must be in accordance with all federal, state and local law, statutes, rules, and ordinances, including, but not limited to, to the extent they are applicable, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the National Historic Preservation Act, and the Native American Graves Protection and Repatriation Act. In addition, the work to be performed under this agreement is subject to paragraph 7 of a 1998 Memorandum of Agreement with respect to undiscovered, undocumented Tribal Cultural Resources encountered during construction work. Any subcontracting by PROJECT SPONSOR must subject subcontractors to the same provisions. In accordance with state law, and/or policy and/or rule, the PROJECT SPONSOR agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, or political beliefs by the persons performing the contract. It shall be the PROJECT SPONSOR’s responsibility to obtain all permits, licenses or authorizations that might be required from government authorities for completion of the project. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state and local statutes. This Agreement should not be taken to imply that any permits or authorizations issued by the City and County of Butte-Silver Bow will be approved.

SECTION 16. **Ownership and Release of Work Product.** The City and County of Butte-Silver Bow retains ownership, for all purposes, of the working papers, work products and end products resulting from performance of this Agreement. During the duration of this agreement, the PROJECT SPONSOR shall not release any information, including data and results, obtained in the performance of this Agreement that has not been the subject of SARTA review and approval, to any person or entity other than a representative of City and County of Butte-Silver Bow Montana or the project partners identified in the scope of work without the consent of SARTA.

SECTION 17. **Failure to Comply.** If PROJECT SPONSOR fails to comply with the terms and conditions of this Agreement, or reasonable directives or orders from SARTA, or the PROJECT SPONSOR’s performance under this contract fails to conform to the specifications herein, SARTA may terminate the Agreement, refuse disbursement of any additional funds under the Agreement, and seek reimbursement of Redevelopment Trust Funds already disbursed to PROJECT SPONSOR. Such termination may become a consideration in any future funding award from the Redevelopment Trust Fund to the PROJECT SPONSOR.

SECTION 18. **Assignment and Amendment.** This Agreement is not assignable. PROJECT SPONSOR shall not assign, transfer or subcontract any portion of this agreement without the express written consent of SARTA. No alteration of the terms, conditions, covenants, or other provisions or specifications of this contract shall be granted without prior written consent of SARTA. Amendments will be attached as an integral component of the Agreement.

SECTION 19. **No Joint Venture or Partnership.** It is understood and agreed to that the relationship of the parties hereto shall not be construed as a joint venture or partnership. SARTA and BSB is not and shall not be deemed to be an agent or representative of PROJECT SPONSOR, and PROJECT SPONSOR is not and shall not be deemed to be an agent or representative of SARTA or BSB.

SECTION 20. **Montana Law and Venue.** Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the Second Judicial District, Silver Bow County, Montana.

SECTION 21. **Effective Date.** The effective date of this contract is upon signature of both parties.

SECTION 22. **Acknowledgement of Funding Source**. Project sponsors must publicly acknowledge the financial assistance of SARTA via signage, web page statement, press release, social media, and/or other means while the project is ongoing.

IN WITNESS THEREOF, the parties have executed this Agreement as set out below:

**BUTTE AMERICA FOUNDATION**

**BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Suzanne Stefanac**

**Butte America Foundation**

**156 W. Granite Street**

**Butte, MT 59701**

**Dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.**

**BUTTE SILVER BOW CITY-COUNTY**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**J.P. GALLAGHER**

**CHIEF EXECUTIVE**

**Dated this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.**

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LINDA SAJOR-JOYCE

CLERK AND RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EILEEN JOYCE

COUNTY ATTORNEY

STATE OF MONTANA )

 :SS,

County of Silver Bow )

 On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public for the State of Montana, personally appeared J.P. GALLAGHER and LINDA SAJOR-JOYCE, known to me to be the Chief Executive and Clerk and Recorder, respectively, of the City and County of Butte-Silver Bow, a municipal corporation and political subdivision of the State of Montana, and acknowledged to me that they executed the written instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF MONTANA

RESIDING AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT A: SCOPE OF WORK**

**VERDIGRIS BANQUET AND STRING QUARTET PERFORMANCE**

1. **Project Summary**

The Butte-Silver Bow Superfund Advisory and Redevelopment Trust Authority (SARTA) awarded the Butte America Foundation **$4,000** for the Verdigris Banquet and String Quartet Performance.

1. **Goal**

The goal of this project is to mark the end of a four-year collaborative oral history project between KBMF 102.5FM and the Butte-Silver Bow Archives. Funding will support the recording of a performance of composer Dr. Charles Nichols work composed for the Verdigris Project. SARTA funding will support Dr. Nichols’ artistry to unite varying radio themes created for the project into a singular piece of music. In addition, Cascade String Quartet will perform the piece on location. Due to Covid-19 the banquet has been postponed, but the performance will be recorded and serve as a lasting contribution to the project. The performance will be replayed during the rescheduled banquet and broadcast live on the radio to extend the benefit of the performance to the public.

1. **Objectives**

The objective of this grant is to use SARTA funding to hire Dr. Charles Nichols to unite radio themes composed for the Verdigris Project into one unified piece, and record and broadcast a performance of the music by the Cascade String Quartet. The recording will be replayed at the banquet once the event can be held safely.

1. **Tasks & Activities**

The project will be implemented in 2021 and includes contracted services associated with the following tasks and activities:

1. If holding the event during the Covid-19 pandemic, submit a Covid-19 health and safety plan to the Butte-Silver Bow Health Department for approval.
2. Enter into contract with Dr. Charles Nichols to compose music for the string quartet performance.
3. Enter into contract with the Cascade String Quartet to perform Dr. Nichols’ music.
4. Record and film the performance of the string quartet performance for re-play during the banquet. Broadcast live the quartet performance on KBMF 102.5 to allow the public to experience the performance safely.
5. **Submittals**

The Project Sponsor will submit the following deliverables to SARTA in conjunction with the execution of the above tasks:

1. Quarterly progress reports and invoices to SARTA.
2. A completion report to SARTA detailing the work completed during the contract term. The report will summarize the Project Sponsor’s activities and identify successful actions, as well as failures, and offer suggestions on program efforts that could support alleviation of site issues. Project Sponsor will present a summary of the material in this progress report at a SARTA meeting.
3. **Staff/Budget Narrative**

Butte America Foundation has prepared its budget based upon actual work to be completed during the contract term. The budget is attached as attachment B and covers work to be completed, by line item, during the contract term.

**Salaries**

No salaries will be charged to this grant.

**Benefits**

No benefits will be charged to this grant.

**Contracted Services**

A total of $4,000 is allocated to contracted services for contracted services of Composer Dr. Charles Nichols and the Cascade String Quartet.

**Supplies and Materials**

No supplies and materials will be charged to this grant.

**Equipment**

No equipment will be purchased with this grant.

**Indirect Costs**

No indirect costs will be charged to this grant.

**ATTACHMENT B:**



**ATTACHMENT C – SAMPLE INVOICE**

Date Submitted:

Name of Project:

Contract No.

Invoice No.

Period Covered in Invoice

**Budget Category** **Total**

Salaries and Wages

Benefits

Contracted Services

Supplies and Materials

Communications

Travel

Rent and Utilities

Equipment

Indirect Costs

**Total Requested this Invoice $**

Please Note: All necessary backup documentation must accompany each invoice.

**ATTACHMENT D**

**PROGRESS REPORT INSTRUCTIONS**

These are the basic guidelines for progress reports for Redevelopment Trust funded projects. The guidelines are as comprehensive as possible but they do not cover all situations. Sometimes additional information may be requested for clarification purposes.

**WHEN TO SUBMIT PROGRESS REPORTS**

Progress Reports must be submitted at the same time an invoice for payment is submitted. This can be done quarterly. ***BILLS WILL NOT BE PAID UNLESS A PROGRESS REPORT HAS BEEN SUBMITTED.***

**REPORT CONTENT**

1. **PROJECT:** Indicate project name or Project Sponsor.
2. **CONTRACT NUMBER:** Indicate Contract Number.
3. **REPORT PERIOD:** List period of time included in progress report.
4. **REPORT DATE:** List date report is prepared.
5. **PREPARED BY:** Indicate author of report.
6. **ACTIVITY SUMMARY:** A narrative summary update on each task specified in the approved scope of work to the contract agreement should be included to explain what activities have taken place during this reporting cycle. This should include tasks with no activity. Also describe activity of tasks in progress, and indicate tasks completed. Be sure to indicate any changes that have occurred/need to occur in the proposed methodology to accomplish the goals (e.g., change in assessment methodology due to field conditions, budgetary failure, equipment limitations, lacklandowner participation or inability to obtain the necessary permits, etc.).

Note: Project Sponsors should consult with SARTA project liaison before implementing changes to the approved scope of work; some may require written approval by SARTA or a contract amendment (refer to item #9 below). In addition to assuring that the work conducted is consistent with the approved project scope, make sure all the applicable required approvals have been obtained, such as any agency review approvals specified in the scope of work. SARTA approval is required of all final design plans, plus other approvals may be specified in the approved scope of work.

1. **EXPENDITURES SUMMARY:** All expenses must be reported on the progress report. Include SARTA expenditures during reporting period and total expenditures to date. See form below. Any funding contributions from other sources can also be summarized.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TASK** | **SARTA Budget** | **SARTA Funds Spent this period** | **SARTA Funds Spent to Date** | **SARTA Budget Remaining** |
|  |  |  |  |  |
| **Task 1** |  |  |  |  |
| **Task 2** |  |  |  |  |

1. **REQUEST FOR PROPOSED AMENDMENTS TO CONTRACT AGREEMENT:** The project sponsor liaison must contact SARTA to obtain approval of any changes in the approved scope of work or budget provided in Attachments A and B of the Contract Agreement, respectively. Section 5 of the Contract Agreement specifies what transfers between budget categories, if any, are allowable without written approval of SARTA. Some minor scope of work and budget changes require written approval of SARTA and others changes that involve a significant change in the scope of the approved project as determined by SARTA require a contract amendment and approval by the Governor, with consideration by the Trustee Restoration and Advisory Council as specified in Section 4 of the Contract Agreement.
2. **NEXT QUARTER’S ACTIVITIES:** Indicate anticipated tasks to be completed during the next reporting cycle, anticipated expenses during the next reporting cycle and projected completion date.

If you have any questions on billing procedures or progress reports, contact Julia Crain, SARTA, (406) 497-6264 or email jcrain@bsb.mt.gov

.

**ATTACHMENT E**

**Suggested Final Report Format**

The following is the basic guidelines for final reports. The guidelines are as comprehensive as possible but they do not cover all situations. Sometimes additional information may be requested for clarification purposes.

Provide an electronic version in word format along with a hard copy of the final report.

1. **Title Page:**

A. Project Name, Project Sponsor name, address, and telephone number

B. Contract Number

C. Funding: total project cost and amount of SARTA funding

1. **Introduction: Provide a brief (2 to 3 sentence) summary of the project location, purpose and benefits.**
2. **Discussion And Results:**

A**.** List all parties responsible for, or who had in role in undertaking this project. Include agencies, contractors, etc.

B. List the project goals and objectives identified in the Contract Agreement and the major tasks implemented to accomplish these goals and objectives. Describe whether and how the project accomplished its goals and objectives. If goals and objectives were not met, explain why. Indicate the methods or documentation used to measure project success.

C. Describe any changes that occurred in the project scope and reasons that necessitated these.

D. Summarize any problems encountered and the solutions adopted. What would you do differently?

E. Offer comment/recommendations to others undertaking this type of project in the future.

**4. Project Administration & Project Costs:**

A. Work schedule: Compare the time allotted for the completion of the project with what actually happened. Identify delays and discuss the reasons for any delays.

B. Budget: For SARTA funds, include a summary table of how the monies were spent by budget category. Was the project completed according to budget? Explain any cost overruns or savings. Discuss any unbudgeted expenses that arose over the course of the project. Optionally, a funding summary from other sources can also be summarized.

|  |  |  |
| --- | --- | --- |
|  | **Approved Budget** | **Final Budget** |
| **Budget Category** | **Redevelopment Trust Fund** | **Other Source** | **Redevelopment Trust Fund** | **Other Source** |
| Salary and Wages |  |  |  |  |
| Contracted Services |  |  |  |  |
| Supplies & Communication |  |  |  |  |
| Equipment |  |  |  |  |
| Travel |  |  |  |  |
| Miscellaneous |  |  |  |  |
| **Total** |  |  |  |  |

**5. Project Completion and Certification**

A. Project Sponsor's Certificate of Compliance.

B. As Built Drawings if requested by the Department.

C. Engineer's Statement of Final Completion (if applicable).

FINAL REPORT

CERTIFICATE OF COMPLIANCE

Project Sponsor:

Name of Project:

I, the undersigned, being duly qualified, respectfully, of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Sponsor), in the County of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of Montana, do hereby certify that the above-named project is in full compliance with all of the cove­nants and conditions set forth in Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Sponsor) and the City and County of Butte-Silver Bow, Superfund Advisory and Redevelopment Trust Authority.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Date

**ATTACHMENT F**

**PROJECT SERVICES**

Project Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Project Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billing Personnel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Billing Period:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| DATE | HOURS WORKED | HOURLY RATE | TOTAL COST | DESCRIPTION OF WORK |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **TOTAL** |  | **------------** |  | ----------------------------------- |

I certify that all of the above information is correct.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project Supervisor Signature

On what basis is the hourly rate determined? \_\_\_\_\_Volunteer Rate ($19.53/hr)

\_\_\_\_\_Labor Market Rate (utilizing professional expertise and/or services)

 \_\_\_\_\_Other, please explain\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_