

SUBRECIPIENT AGREEMENT BETWEEN GALLATIN COUNTY AND GALLATIN COLLEGE MONTANA STATE UNIVERSITY REGARDING USE OF AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS FOR WORKFORCE TRAINING PROGRAM EXPANSION ASSISTANCE LISTING (CFDA) #21.027

This Subrecipient Agreement (“Agreement”) is entered between **Gallatin County, Montana** , with its principal offices located at 311 West Main Street, Rm 306, Bozeman, Montana 59715 (“County”), and **Gallatin College Montana State University** located at 101 Hamilton Hall, Rm 211, Bozeman, Montana 59715 (“Gallatin College”), collectively referred to herein as the “Parties”.

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law and established the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds, which comprise the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF” program);

WHEREAS, the SLFRF program is intended to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and state and local governments’ efforts to contain impacts on their communities, residents, and businesses;

WHEREAS, the County is the recipient of a SLFRF award from the federal government;

WHEREAS, Gallatin College has applied to the County for a subaward to expand and develop additional workforce training programs, as further described below (the “Project”), which will assist the County in rebuilding the local economy and the employment shortcomings that have been exacerbated by the COVID-19-pandemic;

WHEREAS, one of the four statutory eligible uses of a SLFRF award is to respond to the negative economic impacts of the COVID-19 public health emergency;

WHEREAS, the U.S. Department of Treasury’s (“Treasury”) Interim Final Rule, 31 CFR § 35.6(b)(4), further describes this eligible use of SLFRF funds as providing assistance, including job training, for individuals who want and are available to work;

WHEREAS, this Agreement will enable the Parties to cooperatively implement and distribute the County’s SLFRF funding through the subaward to Gallatin College;

WHEREAS, the County, as the direct federal grantee of appropriated funds by the Treasury, has determined that the subaward to Gallatin College for the Project is in the best interest of the County and its recovery from the pandemic; and

WHEREAS, through this Agreement, the Parties have certified their compliance with applicable federal laws and regulations, as required by the Treasury.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM: This Agreement is effective October 1, 2021 and shall remain in effect until no later than December 31, 2026, by which date the payment of all expenses must be final. The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by Gallatin College for the Project prior to the execution of this Agreement are to be compensated under the terms of this Agreement.

2. DESCRIPTION OF PROJECT

The Project will:

- Develop additional applied training and education in the high demand trades identified below;
- Provide targeted recruiting towards local residents affected by COVID-19 or those wanting to participate in the post-COVID economy;
- Provide direct placement and internship opportunities with local employers and industries; and
- Provide training that will allow students to continue working (apprenticeship or work-based learning style) or provide the certificate/degree in an accelerated approach.

Gallatin College will develop and offer the following critically important workforce training programs to assist the County in rebuilding the local economy and the employment shortcomings that have been exacerbated by the COVID-19 pandemic:

- A. **Construction Trades.** Gallatin College will use the SLFRF subaward to build additional accelerated short construction trades programs that will provide a steady supply of skilled workers to fill hundreds of open construction trades positions in the County. Construction trades were considered essential services and this pressure only increased the demand for more workers. Additionally, with the federal infrastructure bill under consideration, more trained trades workers will be needed to meet those new project demands. Building the trades workforce will have a positive impact on housing availability and affordability. The Gallatin College Construction Trades program will include the following key areas: concrete, framing, plumbing, electrical, earthwork, equipment maintenance and HVAC-R.
- B. **Welding and Fabrication Trades.** These trades were also determined to be essential and in high demand during the pandemic. This includes welders and fabricators for large scale commercial and industrial buildings, as well as for moderate size construction/fabrication projects like luxury second homes and exquisite façades by local businesses. In addition, there exists a smaller but rapidly growing industry that involves extremely high-end custom welding and fabrication shops in the area. Gallatin College will use the SLFRF subaward to create more instructional space and expand the number of students in these programs.

- C. **Manufacturing.** This trade has experienced increased demand because of the pandemic. Manufactured goods, particularly plastic mold injected parts and customized molded components, are in high demand, which has increased the pressure to automate manufacturing operations to increase productivity and quality. With the SLFRF subaward, Gallatin College will start an Injection Molding Certificate option with an industry practicum and a Robotics Certification option with an industry-based lab practicum. Related high-need programs that are possible with seed funding include high school co-operative education programs in manufacturing, which can grow a pipeline of trained technicians and manufacturing workers right out of high school. These programs prepare the next generation with skills that lead to good paying jobs and career advancement opportunities.
- D. **Healthcare.** These fields have been heavily relied upon during the pandemic, with both burn out from overwork in high stress medical environments to an inspirational new call to action from many young adults. Gallatin College will use the SLFRF subaward to expand the Medical Lab Technician program to capture additional specific occupations that were heavily relied upon during the pandemic, including Respiratory Therapy and growing the Medical Assistant program.

Gallatin College also will use the SLFRF subaward to fund the following positions and work:

- A. **Gallatin Workforce Recruiter (1.0 FTE).** This staff position will be responsible for specific Gallatin County student recruiting and placement of graduates into local industries. Specific student recruiting from area nonprofits, workforce centers, high schools, and local employers provides every resident in Gallatin County the opportunity to upskill and take part in the post-COVID economy.
- B. **Project Management (.50 FTE).** To successfully complete the Project, a project manager will spearhead the following tasks:
- i. Start 3-6 new programs and expand three (3) programs in high demand high-tech areas.
 - ii. Increase or double the workforce student numbers from 520 students to 1080 by 2024;
 - iii. Recruit locally affected residents and place those students into training and local jobs;
 - iv. Track student and program data for reporting;
 - v. Liaison with local industries to garner support and input; and
 - vi. Assist the Dean in communications with the County on outcomes and progress and to receive guidance.
- C. **Coordination with Childcare Providers.** Gallatin College will work with area childcare providers to support evening operations so parents who are Gallatin College students can attend evening classes. Childcare is identified as a barrier to attending workforce programs and this work will aim to remove that barrier.

3. **SLFRF SUBAWARD.** The County agrees to award Gallatin College \$1,994,784 in SLFRF funding for the Project, subject to all terms and conditions of this Agreement.

4. **USE OF FUNDS:** Gallatin College may use the SLFRF subaward to fund eligible costs incurred up to December 31, 2024. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from the subaward. Gallatin College may use the subaward to cover both direct and indirect costs.

Gallatin College shall use the SLFRF funds in compliance with the SLFRF Award Terms and Conditions (attached hereto as and incorporated herein by reference,) the Treasury’s Interim Final Rule, and all other applicable state and federal laws and regulations, now in effect or that hereafter become effective. In addition, Gallatin College shall provide to the County proper documentation supporting determinations of costs and applicable compliance requirements and identifying how the requirements have been satisfied, as well as all other documentation necessary for the County’s completion of quarterly and annual Project and Expenditure reports, including but not limited to subaward reporting. Gallatin College further understands and agrees that the funds disbursed under this Agreement may only be used in compliance with Section 603(c) of the Social Security Act, the Treasury’s regulations implementing that section, and the guidance issued by the Treasury regarding the foregoing. Gallatin College shall determine, prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Gallatin College agrees that the funds shall be used only in accordance with and in furtherance of the Project.

5. QUARTERLY INVOICE AND PROGRAM REPORTS.

Gallatin College agrees to comply with all reporting obligations established by the Treasury or required by the County as they relate to this award. Gallatin College agrees to provide to the County detailed quarterly invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to Gallatin College for payment relating to the Project, receipts showing Gallatin College has paid the bills, and the estimated final costs of completing the Project. Templates for quarterly invoicing and quarterly progress reports are incorporated herein as Exhibits A and B and shall be submitted by Gallatin College on the following schedule:

Report	Year	Quarter	Period Covered	Due Date
1	2021	4	Oct 1 – Dec 31	Jan 15 th , 2022
2	2022	1	Jan 1 – Mar 31	Apr 15 th , 2022
3	2022	2	Apr 1 – Jun 30	Jul 15 th , 2022
4	2022	3	Jul 1 – Sep 30	Oct 15 th , 2022
5	2022	4	Oct 1 – Dec 31	Jan 15 th , 2023
6	2023	1	Jan 1 – Mar 31	Apr 15 th , 2023
7	2023	2	Apr 1 – Jun 30	Jul 15 th , 2023
8	2023	3	Jul 1 – Sep 30	Oct 15 th , 2023
9	2023	4	Oct 1 – Dec 31	Jan 15 th , 2024

10	2024	1	Jan 1 – Mar 31	Apr 15 th , 2024
11	2024	2	Apr 1 – Jun 30	Jul 15 th , 2024
12	2024	3	Jul 1 – Sep 30	Oct 15 th , 2024
13	2024	4	Oct 1 – Dec 31	Jan 15 th , 2025
14	2025	Final	Oct 1, 2021 – Dec 31, 2024	March 1 st , 2025

6. **PAYMENTS.** Upon receipt of Gallatin College’s quarterly invoice and quarterly program report, the County will issue a reimbursement for the documented expenditures or will deny the requested reimbursement, in whole or in part, with a written statement detailing items not approved for reimbursement and the reason(s) for disapproval. The County may disapprove a requested reimbursement or a portion thereof based upon Gallatin College’s failure to comply with any material provision of this Agreement, including strict compliance with all reporting obligations.

The County has applied for \$22 million in SLFRF funds and the County has received \$11 million, representing half of those funds. The County anticipates that it will receive the other half of the funding before June 30, 2022. **If the County does not receive all of its anticipated SLFRF funding, the County may unilaterally amend this Agreement and the award of SLFRF funding to Gallatin College as needed to allocate the SLFRF funding proportionally among all existing subrecipient agreements.**

7. **MAINTENANCE OF AND ACCESS TO RECORDS:** Gallatin College shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, the U.S. Treasury’s regulations implementing that section, and guidance issued by the U.S. Treasury regarding the foregoing. The U.S. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Gallatin College in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of SLFRF expenditures shall be maintained by Gallatin College for a period of five (5) years after all funds related to the Project have been expended or returned to the County, whichever is later. Gallatin College shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. Gallatin College agrees that the County and its agents may, at any reasonable time, inspect or audit all records that Gallatin College maintains pertaining to the Project to verify compliance with this Agreement. In addition, the County may require with reasonable cause and notice Gallatin College to submit to an audit by a Certified Public Accountant or other person acceptable to the County, paid for by Gallatin College. The County may terminate this Agreement upon any refusal of Gallatin College to allow access to records necessary for the County, its agent, or any auditor to conduct any inspection or audit.

Gallatin College further agrees that, because it is receiving \$750,000 or more in federal funds within a fiscal year, it shall maintain complete, accurate, documented, and current accounting of

all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a “Uniform Guidance Audit” (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.

- 8. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** Gallatin College shall conform with all applicable state and federal laws, regulations and statutes including but not limited to those set forth in SLFRF, the American Rescue Plan Act of 2021, PUB L. No 117-2, the Compliance and Reporting Guidance SLFRF Version 1.1 (June 24, 2021), and the Treasury’s Interim Final Rule, 86 FR 26786. In addition, the Parties shall conform with the requirements set forth in the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards.

Further, Gallatin College agrees to comply with the requirements of Section 603 of the Social Security Act, regulations adopted by the Treasury pursuant to Section 603(f) of the Act, and guidance issued by the Treasury regarding the foregoing. Gallatin College also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and Gallatin College shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

Federal regulations applicable to this award include, without limitation, the following:

- A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by the Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- B. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- C. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- D. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19;
- E. Sub-recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- F. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- G. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- H. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and
- I. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
- F. The Montana Governmental Code of Fair Practices (Title 49, Chapter 3, Montana Code Annotated), which prohibits discrimination in the performance of this Agreement against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. Further, pursuant to § 49-3-207, MCA, all hiring for the purposes of this Agreement must be on the basis of merit and qualifications only.

As a condition of receiving this award, Gallatin College agrees to abide by the assurances stated in the "Assurances of Compliance with Civil Rights Requirements" attached hereto and incorporated herein by this reference. Further, Gallatin College shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or Agreement.

Gallatin College also agrees to adhere to Montana statutes and regulations applicable to counties, such as, but not limited to, public procurement and solicitation requirements, environmental laws, safety laws, and labor laws. These laws include, without limitation:

- A. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- B. Professional Licensure requirements (Title 37, MCA);
- C. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- D. Montana Worker's Compensation Act (Title 39, Chapter 71, MCA);

- E. Public Contracting and Procurement (Title 18, MCA); and
- F. Montana Environmental Protection (Title 75, MCA).

9. **PROJECT FUNDING RECIPIENT RESPONSIBILITIES.** Gallatin College has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. Gallatin College has not been hired by the County to perform any work for or on behalf of the County. Gallatin College shall remain responsible for all work performed and for the completion of the Project. In performing the Project, Gallatin College is not an agent, employee, or independent contractor of the County. The agents, employees, and independent contractors associated with or hired by Gallatin College relating to the Project are not agents, employees, or independent contractors of the County. This Agreement does not create a partnership, joint venture, joint enterprise or joint undertaking of any sort between Gallatin College, its agents, employees, or independent contractors, and the County for the Project or otherwise.

10. **CONFLICTS OF INTEREST.** Gallatin College understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Gallatin College must disclose in writing to the County and to the Treasury any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

11. **REMEDIAL ACTIONS.** In the event of Gallatin College's noncompliance with Section 603 of the Social Security Act, other applicable laws, the Treasury's implementing regulations, guidance, or any reporting or other program requirements, the County may impose additional conditions on the receipt of a subsequent tranche of award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in Section 603(e) of the Act.

12. **HATCH ACT.** Gallatin College agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

13. **FALSE STATEMENTS.** Gallatin College understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and any other remedy available by law.

14. **PUBLICATIONS.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by

federal award number [enter project FAIN] awarded to [name of County] by the U.S. Department of the Treasury.”

15. DEBTS OWED. Any funds paid to Gallatin College: (1) in excess of the amount to which Gallatin College is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General or the County to have been misused; or (3) that are determined by the Treasury or the County to be subject to a repayment obligation pursuant to Section 603(e) of the Act and have not been repaid by Gallatin College shall constitute a debt to the County. Any debts determined to be owed must be paid promptly to the County by Gallatin College. A debt is delinquent if it has not been paid by the date specified in the Treasury’s or County’s initial written demand for payment, unless other satisfactory arrangements have been made or if Gallatin College knowingly or improperly retains funds that are a debt as defined in the first sentence of this paragraph. County will take any actions available to it to collect such a debt.

16. DISCLAIMER. The County expressly disclaims any and all responsibility or liability to Gallatin College or third persons for the actions of Gallatin College or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from this award, the Project, or any contract or subcontract under this Agreement. The acceptance of this award by Gallatin College does not in any way establish an agency relationship between the United States and County or County and Gallatin College.

17. PROTECTIONS FOR WHISTLEBLOWERS. In accordance with 41 U.S.C. § 4712, Gallatin College shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A. A member of Congress or a representative of a committee of Congress;
- B. An Inspector General;
- C. The Government Accountability Office;
- D. A Treasury employee responsible for contract or grant oversight or management;
- E. An authorized official of the Department of Justice or other law enforcement agency;
- F. A court or grand jury; or
- G. A management official or other employee of Gallatin College, or of its contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Gallatin College shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

18. **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Gallatin College shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
19. **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Gallatin College shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Gallatin College shall establish workplace safety policies to decrease accidents caused by distracted drivers.
20. **PURCHASE AND MANAGEMENT OF EQUIPMENT.** Any purchase of equipment by Gallatin College with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment will vest in Gallatin College and may only be disposed of in compliance with 2 CFR 200.313.
21. **INDEMNIFICATION.** The Parties shall be liable only for their own wrongful or negligent acts or omissions, or those of their officers, agents, or employees to the full extent required by law following adjudication and a final determination by a court of competent jurisdiction. Each party agrees to cooperate with the other in the defense of any action or claim brought against the other party seeking the foregoing damage or relief, provided, however, each party reserves its right to assert in good faith all claims and defenses available to it in any proceeding.
22. **ASSIGNMENTS.** The Parties mutually agree that there will be no assignment, transfer, or other delegation of this Agreement, nor any interest in this Agreement, without the express prior written consent of the Parties.
23. **MODIFICATIONS.** 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 writing shall be valid or binding. This Agreement shall not be modified or otherwise altered without written agreement of the Parties.
24. **SEVERABILITY.** It is agreed by the Parties that if any term or provision of this Agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

25. TERMINATION. The County may suspend or terminate this Agreement if Gallatin College materially fails to comply with any term herein or with applicable rules and regulations established for use of the SLFRF funds by the Treasury. The County shall provide Gallatin County thirty (30) days written notice by registered mail or personal delivery. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.

Upon such termination, and at the County's option, Gallatin College shall return to the County all grant funds previously issued to Gallatin College. In addition, the County may bring such legal action as may be necessary to enforce this Agreement.

26. MONTANA'S LAW AND VENUE: The Parties agree that any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, venue shall be in the 18th Judicial District in and for the County of Gallatin, Montana.

27. PUBLIC ACCESS TO INFORMATION. Gallatin College acknowledges the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.

28. NON-WAIVER. No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.

29. REMEDIES CUMULATIVE. The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

30. EFFECT OF DUPLICATE; AUTHORITY TO SIGN; COUNTERPARTS. This Agreement will be filed with the Gallatin County Clerk and Recorder. A copy of the original signed Agreement has the same force and effect as the original. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement. This Agreement may be executed in counterparts and an electronic or facsimile signature shall have full force and effect, binding the party to its execution.

GALLATIN COLLEGE MONTANA STATE UNIVERSITY

BY: Leslie Schmidt

DATE: 11/2/2021

Leslie Schmidt

Vice President of Research, Montana State University Office of Sponsored Programs

GALLATIN COUNTY, MONTANA

BY: _____

DATE: _____

Scott MacFarlane
Chair, County Commission