

**SUBRECIPIENT AGREEMENT BETWEEN GALLATIN COUNTY AND GREATER  
GALLATIN UNITED WAY REGARDING USE OF AMERICAN RESCUE PLAN ACT  
OF 2021 (ARPA) FUNDS FOR THE GREATER GALLATIN UNITED WAY KIDSLINK  
OUT-OF-SCHOOL-TIME (OST) PROGRAM  
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, Room 306, Bozeman, Montana 59715 (“County”) and **Greater Gallatin United Way**, located at 945 Technology Blvd., Suite 101-F, Bozeman MT 59715 (“GGUW”), 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, GGUW has applied to the County for a subaward to stabilize and fully staff the afterschool / out-of-school-time childcare program known as kidsLINK, as further described below (the “Project”), which will assist families and school districts in Gallatin County by rebuilding the local economy and social services that have been negatively impacted by the COVID-19 pandemic;

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

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

WHEREAS, the County, as the direct federal grantee of appropriated funds by the U.S. Department of Treasury (“Treasury”), has determined that the subaward to GGUW 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 July 1, 2021 and shall remain in effect until no later than September 30, 2022, 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 GGUW 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:

- Work with school districts and community partners to establish and staff kidsLINK OST programs at public schools and other sites in Amsterdam/Churchill, Anderson, Belgrade (3 elementary schools and 1 middle school), Big Sky, Bozeman (8 elementary schools), Gallatin Gateway, LaMotte, Manhattan, Monforton, Three Forks, and West Yellowstone.
- Operate kidsLINK school year OST programs which normally run from 7:15am-8:15am, or when the morning school bell rings, and from the time the afterschool bell rings, typically around 3:15pm or 3:30pm, until 5:45pm.
- Operate kidsLINK full day programming during Pupil Instruction Related (PIR) Days and during summer months depending on community need and availability of staffing.
- Operate kidsLINK programs which serve K-8<sup>th</sup> grade students and are available to all families regardless of their ability to pay.
- Serve at least 1,000 students and track enrollment and attendance.
- Support hiring at least 55 staff to support kidsLINK programs.
- Provide at least 8 staff training sessions.

GGUW will also use the SLFRF subaward to fund the following work:

- A. Programmatic costs including payroll for GGUW kidsLINK program director, program assistant (0.5 FTE), and roving program staff, bulk purchases of snacks and supplies, staff training, technology hardware and software for kidsLINK sites, contracts with community partners for enrichment programs.
- B. Indirect costs not to exceed 5% of the total project associated with running the kidsLINK program. This includes grant administration, a portion of rent and utilities for admin staff, insurance, attendance, enrollment and billing software, background checks and IT support.

These are the goals of the GGUW kidsLINK OST program. Given the nature of the pandemic and economy, aspects of the kidsLINK program may change. If circumstances outside of GGUW's control prevent the hiring of staff or operating programs at specific sites, this does not constitute a negligence on their part to meet the goals of the Project. GGUW will be reimbursed quarterly for actual expenditures incurred related to these goals. See Attachment A for additional details.

The Project complies with restrictions set forth in the use of SLFRF awarded funds in that it is to respond to the COVID-19 public health emergency or its negative economic impacts;

3. **SLFRF SUBAWARD.** The County agrees to award GGUW \$309,000 in SLFRF funding for the Project, subject to all terms and conditions of this Agreement.

4. **USE OF FUNDS.** GGUW may use the SLFRF subaward to fund eligible costs incurred up to September 30, 2022. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from the subaward. GGUW may use the subaward to cover both direct and up to 5% indirect costs.

GGUW shall use the SLFRF funds in compliance with the SLFRF Award Terms and Conditions (attached hereto 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, GGUW 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.

GGUW understands and agrees that the funds disbursed under this Agreement may be used only 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. GGUW 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. The GGUW agrees that the funds shall be used only in accordance with and in furtherance of the Project.

5. **QUARTERLY INVOICE AND PROGRAM REPORTS.** GGUW agrees to comply with all reporting obligations established by the Treasury or required by the County as they relate to this award. GGUW agrees to provide to the County detailed monthly 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 GGUW for payment relating to the Project, receipts showing GGUW has paid the bills, and the estimated final costs of completing the Project. Templates for quarterly invoicing and quarterly program reports are incorporated herein as Exhibits A and B and shall be submitted by GGUW on the following schedule contingent on the duration of the agreement:

Report	Year	Quarter	Period Covered	Due Date
1	2021	3	Jul 1 – Sep 30	Dec 15 <sup>th</sup> , 2021
2	2022	4	Oct 1 – Dec 31	Jan 15 <sup>th</sup> , 2022
3	2022	1	Jan 1 – Mar 31	Apr 15 <sup>th</sup> , 2022
4	2022	2	Apr 1 – Jun 30	Jul 15 <sup>th</sup> , 2022

5	2022	3	Jul 1 – Sep 30	Oct 15 <sup>th</sup> , 2022
6	2022	4	Oct 1 – Dec 31	Jan 15 <sup>th</sup> , 2023
7	2023	1	Jan 1 – Mar 31	Apr 15 <sup>th</sup> , 2023
8	2023	2	Apr 1 – Jun 30	Jul 15 <sup>th</sup> , 2023
9	2023	3	Jul 1 – Sep 30	Oct 15 <sup>th</sup> , 2023
10	2023	4	Oct 1 – Dec 31	Jan 15 <sup>th</sup> , 2024
11	2024	1	Jan 1 – Mar 31	Apr 15 <sup>th</sup> , 2024
12	2024	2	Apr 1 – Jun 30	Jul 15 <sup>th</sup> , 2024
13	2024	3	Jul 1 – Sep 30	Oct 15 <sup>th</sup> , 2024
14	2024	4	Oct 1 – Dec 31	Jan 15 <sup>th</sup> , 2025
15	2025	Final	Oct 1, 2021 – Dec 31, 2024	March 1 <sup>st</sup> , 2025

**6. PAYMENTS.** Upon receipt of GGUW'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 GGUW'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 GGUW as needed to allocate the SLFRF funding proportionally among all existing subrecipient agreements.**

**7. MAINTENANCE OF AND ACCESS TO RECORDS.** GGUW shall maintain records and financial documents sufficient to evidence compliance with Section 603(c) of the Social Security Act, the Treasury's regulations implementing that section, and guidance issued by the Treasury regarding the foregoing. The 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 GGUW 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 GGUW 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. GGUW 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. GGUW agrees that the County and its agents may, at any reasonable time, inspect or audit all records that GGUW maintains pertaining to the Project to verify compliance with this Agreement. In addition, the County may require with reasonable cause and notice the GGUW to submit to an audit by a Certified Public Accountant or other person acceptable to the County, paid for by the GGUW. The County may terminate this Agreement upon any refusal of GGUW to allow access to records necessary for the County, its agent, or any auditor to conduct any audit or inspection.

GGUW further agrees that, if they receive \$750,000 or more in cumulative 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.** GGUW 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), 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, GGUW 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. GGUW also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and GGUW 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 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 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 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, GGUW 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, GGUW 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.



GGUW 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 Labor Preference (§ 18-2-403, MCA) for work defined as “public works” per § 18-2-401, MCA;
- B. Prevailing Wage Rates (§ 18-2-403, MCA);
- C. Montana Safety Culture Act (Title 39, Chapter 71, Part 15, MCA);
- D. Professional Licensure requirements (Title 37, MCA);
- E. Registration and Withholding (Title 39, Chapter 9 and Title 15, Chapter 50, MCA)
- F. Subcontractor Payments (Title 18, Chapter 2, Part 21, MCA);
- G. Occupational Health and Safety (Title 50, Chapter 71, MCA);
- H. Montana Worker’s Compensation Act (Title 39, Chapter 71, MCA);
- I. Public Contracting and Procurement (Title 18, MCA); and
- J. Montana Environmental Protection (Title 75, MCA).

**9. PROJECT FUNDING RECIPIENT RESPONSIBILITIES:** GGUW has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this Agreement. GGUW has not been hired by the County to perform any work for or on behalf of the County. GGUW shall remain responsible for all work performed and for the completion of the Project. In performing the Project, GGUW is not an agent, employee, or independent contractor of the County. The agents, employees, and independent contractors associated with or hired by GGUW 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 GGUW, its agents, employees, or independent contractors, and the County for the Project or otherwise.

**10. CONFLICTS OF INTEREST:** GGUW 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. GGUW must disclose in writing to the County and 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 the GGUW’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:** GGUW 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:** GGUW 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 GGUW: (1) in excess of the amount to which GGUW 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 Social Security Act and have not been repaid by the GGUW shall constitute a debt to the County. Any debts determined to be owed must be paid promptly to the County by GGUW. 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 GGUW 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 GGUW or third persons for the actions of GGUW 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 contractor or subcontract under this Agreement. The acceptance of this award by GGUW does not in any way establish an agency relationship between the United States and County or County and GGUW.

**17. PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, GGUW 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 GGUW, or of its contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

GGUW 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), GGUW 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), the GGUW shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and GGUW shall establish workplace safety policies to decrease accidents caused by distracted drivers.

**20. PURCHASE AND MANAGEMENT OF REAL PROPERTY OR EQUIPMENT.** Any purchase of real property or equipment by GGUW with the SLFRF subaward must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment or real property acquired for the Project must be used for the originally authorized purpose and maintained subject to all applicable laws and regulations. Equipment and real property will vest in GGUW and may only be disposed of in compliance with 2 CFR 200.311 and 2 CFR 200.313. All purchases of real property or equipment must have prior approval by the County.

**21. INDEMNIFICATION.** GGUW shall protect, indemnify, defend, and save the County and its officers, employees, and agents harmless from and against any and all claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees, arising in favor of or asserted by any person or entity which are, or are alleged to be the result of, in whole or in part, any acts, errors, or omissions of GGUW, its employees, agents, or independent contractors, in connection with the Project or GGUW's failure to comply with the terms of this Agreement. The duty of GGUW to defend is not contingent upon an admission or jury determination that GGUW committed any negligent acts or engaged in any willful misconduct. GGUW shall pay the reasonable costs and attorney fees incurred by the County in establishing its right to defense or indemnification provided herein.

**22. ASSIGNMENTS.** The Parties mutually agree that there will be no assignments, 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 the GGUW 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 GGUW 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, GGUW shall return to the County all grant funds previously issued to GGUW. 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 18<sup>th</sup> Judicial District in and for the County of Gallatin, Montana.

**27. PUBLIC ACCESS TO INFORMATION.** GGUW 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.

**GREATER GALLATIN UNITED WAY**

BY:   
Danica Jamison  
President and CEO

DATE: 11/17/2021

**GALLATIN COUNTY, MONTANA**

BY: \_\_\_\_\_  
Scott MacFarlane  
Chair, County Commission

DATE: \_\_\_\_\_

