

**SUBRECIPIENT AGREEMENT BETWEEN GALLATIN COUNTY AND ONE
VALLEY COMMUNITY FOUNDATION REGARDING USE OF AMERICAN RESCUE
PLAN ACT OF 2021 (ARPA) FUNDS FOR GALLATIN COUNTY NONPROFIT
SECTOR STIMULUS GRANTS
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 **One Valley Community Foundation**, located at 8358 Huffine Lane, Suite 2, Bozeman, MT. 59718 (“One Valley”), 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, One Valley has applied to the County for a subaward to create and implement an economic recovery grant program for nonprofits based within Gallatin County as further described below (the “Project”), which will assist the County in rebuilding the local economy and strengthening community-based social and economic services which 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 One Valley;

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 One Valley 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 from the date of execution until no later than December 31, 2022, by which date all expenses must be incurred. Final reporting and payment for costs incurred prior to December 31, 2022 may continue until March 1, 2023. The Parties expressly intend that any verified and appropriate monies offered under this Agreement and expended by One Valley 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:

Process Development

- Develop a grant application process using its existing online grantmaking software.
- Create an internal grant evaluation tool to be used by the Grantmaking Committee, One Valley, and Gallatin County Commissioners to determine grant eligibility and rank applications for final grant award decision making.
- Create communications systems for applicants of the funding and awardees using existing email automation platforms and grantmaking software.
- Develop a written process document to share with Gallatin County Commissioners and staff, members of the Grantmaking Committee, applicants to the Project, and interested members of the public that describes how applications will be reviewed for eligibility and ranked for award decisions. This process document will include roles and responsibilities, timing for grant review, award decisions, fund disbursement, and reporting requirement intervals. Gallatin County Commissioners will be identified as the final decision makers for each award.
- Identify and recruit community members to serve on a Grantmaking Committee. Provide education and support to members to ensure efficient and thorough review of each application.

Open Grant Applications

- Launch the grant application portal, to be open for applications for a one month period.
- Market and communicate the grant funding opportunity to all nonprofits in Gallatin County.

Grant Review

- Upon the close of the application period, One Valley will review grant applications for eligibility (active 501(c)3 status). One Valley staff will manage the applications in existing grantmaking software to ensure streamlined review by the Grantmaking Committee members. Review of grant applications using our established online

evaluation process by the Grantmaking Committee, forming a ranked “slate” of award candidates from the applicant pool.

- The slate of applications will be presented to the Gallatin County Commissioners for their review and consideration. That Commission body will make award decisions based upon One Valley staff recommendations and the recommendations of the Grantmaking Committee (“the slate”).
- Approval and denial status of each grant application will be entered into the grantmaking software.

Month 5 – Grant Awarding

- Award and denial letters will be mailed within 2 weeks of award decisions made by the Gallatin County Commission.
- Awardees will be provided reporting requirements, as well as deadlines and resources they can access to understand the special requirements associated with these ARP funds.

Month 5 to March 1, 2023 – Grant Reporting

- One Valley staff will monitor grant activities and reporting requirements for each awardee.
- One Valley staff will provide Gallatin County with reporting documentation and metrics required in this contract.

The One Valley Community Foundation seeks to allocate grants to nonprofit organizations in Gallatin County to ensure their ongoing resiliency and efficacy as employers and providers of economic and social services and programming to community members in Gallatin County. The COVID-19 pandemic elevated community need for services provided by these organizations, while at the same time created and/or exposed weaknesses in organizational resiliency in times of crisis. Gallatin County has chosen to disburse \$500,000 of the funds it has received from the federal government's American Rescue Plan to One Valley Community Foundation. From this fund, One Valley Community Foundation will engage the Gallatin County nonprofit sector in grant making to bolster organizational resiliency among these crucial employers and service providers.

Grants will be awarded to organizations that demonstrate negative economic impacts of the COVID-19 pandemic and are requesting grant funds to address either resulting or exposed organizational resiliency needs. Outcomes reporting requirements for each grantee will include metrics that describe positive gains in factors supporting organizational resiliency.

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 One Valley \$500,000 in SLFRF funding for the Project, subject to all terms and conditions of this Agreement. One Valley may claim 5% of the total amount of all grants awarded under this agreement as an administrative fee, not to exceed \$25,000.

4. USE OF FUNDS. One Valley 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. One Valley may use the subaward to cover both direct and indirect costs.

One Valley 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, One Valley 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.

One Valley 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. One Valley 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. One Valley agrees that the funds shall be used only in accordance with and in furtherance of the Project.

5. QUARTERLY INVOICE AND PROGRAM REPORTS. One Valley agrees to comply with all reporting obligations established by the Treasury or required by the County as they relate to this award. One Valley 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 One Valley for payment relating to the Project, receipts showing One Valley 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 One Valley on the following schedule contingent on the duration of the agreement:

Report	Year	Quarter	Period Covered	Due Date
1	2022	1	Contract Initiation – Mar 31, 2022	Apr 15 th , 2022
2	2022	2	Apr 1 – Jun 30	Jul 15 th , 2022
3	2022	3	Jul 1 – Sep 30	Oct 15 th , 2022
4	2022	4	Oct 1 – Dec 31	Jan 15 th , 2023
6	2023	Final	Contract Initiation – Dec 31, 2022	March 1 st , 2023

6. PAYMENTS. Upon approval of sub-awards by the Commission, the county will issue payment to One Valley for the amount of the approved sub-awards. Upon receipt of One Valley's quarterly invoice and quarterly program report, the County will also issue payment of 25% of the administrative fee (based on 5% of approved sub-awards paid by the date of the report) or will deny the requested amount, in whole or in part, with a written statement detailing items not approved for payment and the reason(s) for disapproval. If all funds are distributed prior to December 31, 2022 and all terms of this contract are considered to be met, the unpaid balance of the administrative fee may be paid upon receipt of the final report, which may be submitted prior to March 1, 2023. The County may disapprove a requested reimbursement or a portion thereof based upon One Valley's failure to comply with any material provision of this Agreement, including strict compliance with all reporting obligations.

7. 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 One Valley as needed to allocate the SLFRF funding proportionally among all existing subrecipient agreements.**

8. MAINTENANCE OF AND ACCESS TO RECORDS. One Valley 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 One Valley 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 One Valley 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. One Valley 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. One Valley agrees that the County and its agents may, at any reasonable time, inspect or audit all records that One Valley maintains pertaining to the Project to verify compliance with this Agreement. In addition, the County may require with reasonable cause and notice the One Valley to submit to an audit by a Certified Public Accountant or other person acceptable to the County, paid for by the One Valley. The County may terminate this Agreement upon any refusal of One Valley to allow access to records necessary for the County, its agent, or any auditor to conduct any audit or inspection.

One Valley further agrees that, if it receives \$750,000 or more in cumulative federal funds within a fiscal year, it will 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.

9. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. One Valley 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, One Valley 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. One Valley also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and One Valley 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, One Valley 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, One Valley 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.

One Valley 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).

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

11. CONFLICTS OF INTEREST: One Valley 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. One Valley 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.

12. REMEDIAL ACTIONS: In the event of the One Valley'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.

13. HATCH ACT: One Valley 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.

14. FALSE STATEMENTS: One Valley 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.

15. 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.”

16. DEBTS OWED: Any funds paid to One Valley: (1) in excess of the amount to which One Valley 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 One Valley shall constitute a debt to the County. Any debts determined to be owed must be paid promptly to the County by One Valley. 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 One Valley 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.

17. DISCLAIMER: The County expressly disclaims any and all responsibility or liability to One Valley or third persons for the actions of One Valley 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 One Valley does not in any way establish an agency relationship between the United States and County or County and One Valley.

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

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

19. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), One Valley 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.

20. REDUCING TEXT MESSAGING WHILE DRIVING: Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the One Valley shall encourage its employees, sub-recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and One Valley shall establish workplace safety policies to decrease accidents caused by distracted drivers.

21. PURCHASE AND MANAGEMENT OF REAL PROPERTY OR EQUIPMENT. Any purchase of real property or equipment by One Valley 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 One Valley or other sub-recipients 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.

22. INDEMNIFICATION. One Valley 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 One Valley, its employees, agents, or independent contractors, in connection with the Project or One Valley's failure to comply with the terms of this Agreement. The duty of One Valley to defend is not contingent upon an admission or jury determination that One Valley committed any negligent acts or engaged in any willful misconduct. One Valley shall pay the reasonable costs and attorney fees incurred by the County in establishing its right to defense or indemnification provided herein.

23. 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.

24. 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.

25. 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.

26. TERMINATION. The County may suspend or terminate this Agreement if the One Valley 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 One Valley 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, One Valley shall return to the County all grant funds previously issued to One Valley. In addition, the County may bring such legal action as may be necessary to enforce this Agreement.

27. 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.

28. PUBLIC ACCESS TO INFORMATION. One Valley 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.

29. 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.

30. 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.

31. 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.

ONE VALLEY COMMUNITY FOUNDATION

BY: Bridget Wilkinson
Bridget Wilkinson
Principal and CEO, One Valley Community Foundation

DATE: 1/5/2022 | 9:57 AM PST

GALLATIN COUNTY, MONTANA

BY: _____
Scott MacFarlane
Chair, County Commission

DATE: _____