GRANT AGREEMENT

CONSERVATION AND RESOURCE DEVELOPMENT DIVISION MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Recipient:	Testville, Town of			
Project Title	: Testville Water System Improvements	ts		
Grant Numb	per: RRG-XX-XXXX	Submission ID 99999999		
Declaration				
	ion 1. Purpose			
• Sect	ion 2. Term			
• Sect	ion 3. DNRC's Role			
• Sect	ion 4. Project Scope			
• Sect	ion 5. Project Budget			
• Sect	ion 6. Availability of Funds			
• Sect	ion 7. Disbursements			
 Sect 	ion 8. Reports			
 Sect 	ion 9. Records and Audits			
Sect	ion 10. Project Monitoring and Access for Ins	nspection and Monitoring		
 Sect 	ion 11. Employment Status and Workers' Co	Compensation		
• Sect	ion 12. Equal Employment			
 Sect 	Section 13. Indemnity and Liability			
 Sect 	ion 14. Compliance with Applicable Laws			
 Sect 	ion 15. Copyright - Government Right to Use	se		
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	ion 18. Assignment and Amendment			
	ion 19. Montana Law and Venue			
	ion 20. Waiver			
	ion 21. Entire Agreement			
	chment A – Scope of Work			
	chment B – Budget			
 Attac 	chment C – Reporting Requirements			

GRANT AGREEMENT

CONSERVATION AND RESOURCE DEVELOPMENT DIVISION MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

TABLE 1: GRANT AND FUND INFORMATION

GRANT INFORMATION									
					AGREEMEI	. RRG-XX-XX	xxx		
Department of Natural Resources and Conservation				AMENDMENT NO. N/A					
Conservation and Resource				SUBMITTABLE ID 99999999					
Development Division				DATE APPROVED 7/1/2025					
RECIPIENT							PROJECT		
Testville, Town c	of			Testvill	e Water Sys	stem In	nprovements		
RECIP	IENT AUTHORIZ	ED OFFICIAL				DN	RC LIAISON		
Authorized Signatory Name, Title Address 1 Address 2 City, State, Zip Phone Email				DNRC Liaison Name Address 1 Address 2 City, State, Zip Phone Email					
FUND IN					TION				
MAXIMUM AMOUNT UNDER THIS GRANT \$125,000									
AMOUNT ADDE	D BY THIS AME	NDMENT	N/A						
			BUDG	ET PERIC	D				
START July 15	, 2025			TERM December 31, 2027					
FUND NAME		FUND	10.	SUBC	ASS	ORG	NO.	AMOUNT	
Enter Fund Nam	ie	Fund		Subclass		Org		\$125,000	
APPROPRIATION AUTHORITY 2025 Biennium HB6									
GRANT PROGRAM RENEWABLE RESOURCE PROJECT O					IT				
PROGRAM AUTHORITY Renewable Resource Grant				nt and Loan Program (85-1-6, MCA)					
ACCRUAL DNRC will accrue balance of grant funds June 30, 2027.									
APPROVALS									
Drafter	Program	Accounting	Div	ision	Legal		DO	OBPP	
							Choose A or B	. Choose A or B.	

Grant agreement between the Montana Department of Natural Resources and Conservation and Testville, Town of

THIS GRANT, administered by the Montana Department of Natural Resources and Conservation (DNRC), is consistent with the policies, procedures and objectives of the PROGRAM AUTHORITY (Program) and APPROPRIATION AUTHORITY. This grant is accepted by the RECIPIENT AUTHORIZED OFFICIAL, and successors, of RECIPIENT. The terms and conditions set forth in TABLE 1: GRANT INFORMATION AND FUND INFORMATION are identified throughout the Agreement and incorporated herein by this reference. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. The purpose of this Grant Agreement (Agreement) is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the RECIPIENT for the PROJECT.

SECTION 2. TERM. The effective date of the agreement is the date of last signing. The RECIPIENT shall have from BUDGET PERIOD START until BUDGET PERIOD TERM to complete the work described in <u>SECTION 4. PROJECT SCOPE</u> and <u>ATTACHMENT A – SCOPE OF WORK</u>. DNRC may grant an extension for completion upon request and showing of good cause by the Recipient. A request for extension must be submitted at least 45 days prior to the termination date of this Agreement. The agreement remains in effect until all requirements in <u>SECTION 8. REPORTS</u> have been received by DNRC.

SECTION 3. DNRC's ROLE. DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the PROGRAM AUTHORITY (Program). DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the RECIPIENT's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC LIAISON, or alternate DNRC staff as identified in writing to the RECIPIENT.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in <u>ATTACHMENT A</u> and incorporated herein by this reference.

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in <u>ATTACHMENT B</u> and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the DNRC LIAISON. A transfer of funds between budget categories exceeding 10% of the total grant or creation of a new budget category will require an amendment of the agreement. Requests to modify the approved budget must be submitted in writing to the DNRC LIAISON for approval and must be made in advance of reimbursement requests.

SECTION 6. AVAILABILITY OF FUNDS. Funds will be released to the extent they are available. Costs incurred prior to the BUDGET PERIOD START are not eligible for reimbursement. Grant funds are not available for work performed after the BUDGET PERIOD TERM. This award shall be subject to recoupment as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible.

The RECIPIENT acknowledges and understands that continued availability of funds is contingent upon appropriations by the legislature and/or Congress. If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the DNRC shall terminate this Agreement (§18-4-313(4), MCA). In the event of termination, DNRC shall provide the RECIPIENT with the date the State's

termination shall take effect. The DNRC shall not be liable to RECIPIENT for any payment that would have been payable had the Agreement not been terminated under this provision. The DNRC shall be liable to the RECIPIENT only for the payment, or prorated portion of that payment, owed to RECIPIENT up to the date the DNRC's termination takes effect. This is the RECIPIENT's sole remedy. The DNRC shall not be liable to the RECIPIENT for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

6.1 MEPA REVEW N/A

SECTION 7. DISBURSEMENTS.

The RECIPIENT shall submit reimbursement claims for funds to DNRC. Funds can only be expended for project work described in <u>SECTION 4. SCOPE OF WORK</u> and <u>ATTACHMENT A - SCOPE OF WORK</u> and allocated to the project in <u>SECTION 5. BUDGET</u> and <u>ATTACHMENT B - BUDGET</u>. The RECIPIENT shall submit a complete vendor invoice, signed by the RECIPIENT AUTHORIZED OFFICIAL, itemizing actual project expenses that can be documented with accounting records. To receive payment, the RECIPIENT shall submit project report(s) as described in <u>SECTION 8. REPORTS</u>, and supporting documentation of project activities and expenditures, including proof of payment, receipts, vendor invoices, inspection certificates, timesheets, in-kind labor, and other records necessary to adequately document the project.

Reimbursement requests for work performed during the BUDGET PERIOD of this Agreement must be submitted to the DNRC liaison within 90 calendar days of the BUDGET PERIOD TERM to receive payment.

DNRC will only reimburse direct costs associated with the PROJECT. Direct costs are those which can be identified specifically as costs of implementing the approved project such as staff time directly attributable to the project, contracted expenses, materials and supplies purchased specifically for the project. Eligible expenses under this Agreement must, at a minimum, be allocable to the PROJECT, reasonable for proper and efficient performance and administration of the Agreement, and necessary to accomplish the project objectives as described <u>SECTION 4</u>. <u>PROJECT SCOPE</u> and applicable industry or program standards. A cost may not be assigned to the Agreement as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to another grant, subaward, loan or other funding source. RECIPIENT shall document all PROJECT expenditures in accordance with generally acceptable accounting principles and provide DNRC access to those records. Staff time associated with the PROJECT must be adequately documented to clearly identify time for work described in <u>SECTION 4</u>. <u>SCOPE OF WORK</u> and allocated to the project in <u>SECTION 5</u>. BUDGET and ATTACHMENT B - <u>BUDGET</u>. DNRC will not reimburse indirect costs; indirect costs are those costs that are incurred by the RECIPIENT in support of general business operations, but which are not attributable to the specific funded project.

DNRC will not approve claims for reimbursement if DNRC has not approved the report and deliverables required in <u>SECTION 8. REPORTS</u> or if there is a delinquent report. DNRC will verify the claims and check them against the reports required in <u>SECTION 8. REPORTS</u> and the budget provided in <u>SECTION 5. PROJECT BUDGET</u>. DNRC will disburse grant funds to the RECIPIENT upon approval and to the extent available. Reimbursement of PROJECT expenditures will only be made for expenses included in the budget provided in <u>SECTION 5. PROJECT BUDGET</u>, within the BUDGET PERIOD, and that are clearly and accurately supported by the RECIPIENT's reports to DNRC. Total payment for all purposes under this Agreement shall not exceed the MAXIMUM AMOUNT UNDER THIS AGREEMENT.

DNRC will withhold <u>10 percent</u> of the MAXIMUM AMOUNT UNDER THIS AGREEMENT until all the tasks outlined in <u>SECTION 4. PROJECT SCOPE</u> and the final report required by <u>SECTION 8. REPORTS</u> are completed and approved by DNRC.

SECTION 8. REPORTS. RECIPIENT is responsible for submitting all reports, deliverables, and a signed Certificate of Compliance to DNRC in accordance with all requirements stated in <u>ATTACHMENT C</u>, herein incorporated by this reference. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon DNRC receipt and approval of a report that meets requirements described in <u>ATTACHMENT C</u>. Pictures of the project site before, during, and after the PROJECT will be provided to the DNRC liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the RECIPIENT must acquire any release(s) necessary for the government's right to use as provided in <u>SECTION 15. COPYRIGHT – GOVERNMENT RIGHT TO USE</u>.

SECTION 9. RECORDS AND AUDITS. The RECIPIENT will maintain appropriate and adequate records showing complete entries of all receipts, disbursements, and other transactions relating to the project for a period of eight years after the BUDGET PERIOD TERM. The DNRC, the Legislative Audit Division, or the Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents that the RECIPIENT maintains under or during this Agreement to ensure compliance with its terms and conditions.

The RECIPIENT is financially responsible for any audit exception or other financial loss to the State of Montana which occurs due to the negligence, intentional acts, or failure by the RECIPIENT and/or its agents, employees, subrecipient, or representative to comply with the terms of this Agreement.

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. DNRC, or its agents, may monitor and inspect all phases and aspects of the RECIPIENT's performance to determine compliance with this Agreement, including the adequacy of records and accounts within the record keeping period required in <u>SECTION 9</u>. RECORDS AND AUDITS. This grant is publicly funded and requires the RECIPIENT to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.

The project is for the benefit of the RECIPIENT. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities, worksite of the RECIPIENT, or any contractors that might be engaged in the completion of the project.

The RECIPIENT is independent from and is not an employee, officer, or agent of the State of Montana or DNRC. The RECIPIENT, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC as an employer. The RECIPIENT is responsible for providing employees Workers' Compensation Insurance and ensuring that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with \$49-3-207, MCA, and Executive Order No. 04-2016, RECIPIENT agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition,

genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE, INDEMNITY AND LIABILITY. RECIPIENT shall protect, defend, indemnify, and save harmless the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by RECIPIENT's employees and agents, its subrecipients, its subrecipient's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of RECIPIENT, or any act or omission of RECIPIENT's officers, agents, employees, or subrecipients. The RECIPIENT obligations under this Section 13 survive termination or expiration of this Agreement.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state, and local law, statutes, rules and ordinances. RECIPIENT shall comply with all applicable statutes and rules for the PROGRAM AUTHORITY (Program) and APPROPRIATION AUTHORITY.

14.1 PERMITS, LICENSES AND AUTHORIZATIONS. It shall be the RECIPIENT's responsibility to obtain all permits, licenses, or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (§ 85-2-302(1), MCA), Change in Appropriation Right Authorization (§ 85-2-402(1)(a), MCA) or other requirement under the Montana Water Use Act that may apply; Sage Grouse Habitat (Executive Order 21-2015), 310 permitting requirements (§75-7-101, MCA), or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 PROCUREMENT. RECIPIENT shall conduct procurement of labor, services, supplies, materials, and equipment according to applicable federal, state, and local statutes. Procurement procedures used by the RECIPIENT for the PROJECT shall not be less restrictive than the applicable section of Montana State Procurement Law (Title 18, MCA). The award of an agreement, or by RECIPIENT entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by DNRC or other state, federal, or local agency will be approved. The DNRC may review any procurement solicitations that RECIPIENT issues. The DNRC's review and comments will not constitute an approval of the solicitation. Regardless of the DNRC's review, the RECIPIENT remains bound by all applicable laws, regulations, and Contract terms. If during its review the DNRC's identifies any deficiencies, then the Department shall communicate those deficiencies to the RECIPIENT within ten business days.

14.3 PREVAILING WAGE LAWS. RECIPIENT shall comply with applicable state prevailing wage laws (\$\$ 18-2-401 to -432, MCA).

14.4 MEPA COMPLIANCE. It shall be the RECIPIENT's responsibility to comply with MEPA (Title 75, Chapter 1 MCA; 36-2-503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

<u>14.5 CONSTRUCTION.</u> Construction projects must be designed, engineered and supervised by a licensed professional engineer as required by MCA 18-2-121.

To prevent the introduction, importation and infestation of invasive species into Montana waterbodies, the owner, operator or person in possession of equipment shall comply with MCA 80-7-1015 and rules imposed under MCA 80-7-1007 (Administrative Rules of Montana Subchapter 12.5.7).

14.6 PUBLIC UTILITIES. Projects involving Public Utility Services (MCA Title 7, Chapter 13) shall comply with the applicable laws. Plans, specifications and other required documents shall be prepared by a professional engineer licensed in Montana (Title 37, Chapter 67, MCA). Plans, specifications and other required documents must be submitted to the Montana Department of Environmental Quality (DEQ) for review and approval prior to construction (Title 75, Chapter 6 Part 1, MCA).

Construction shall be in strict accordance with the DEQ approved plans and specifications and upon completion the project engineer must certify to DEQ that the required work was completed according to the approved plans and specifications as required by DEQ.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state government purposes.

SECTION 16. ACKNOWLEDGEMENT OF SUPPORT. The RECIPIENT is responsible for assuring that an acknowledgment of DNRC support (1) is made in any publication of any material based on or developed under this project, in the following terms: "This project is based upon work supported by the Department of Natural Resources and Conservation under [PROGRAM NAME]" and (2) is verbally acknowledged during all news media interviews or public presentations about the project.

SECTION 17. FAILURE TO COMPLY, BREACH, DEFAULT, REMEDIES.

17.1 FAILTURE TO COMPLY. If the RECIPIENT fails to comply with the terms and conditions of this Agreement or reasonable directives or orders from DNRC, DNRC may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the RECIPIENT shall immediately pay over to the DNRC all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the DNRC Conservation and Resource Development Division. DNRC reserves the right to pursue other legal action regarding funds that were previously provided.

17.2 BREACH. The occurrence of any of the following events is a RECIPIENT breach under this Agreement:

- i. failure of the RECIPIENT or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. the RECIPIENT makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application;
- iii. or any RECIPIENT breach/default specified in another section of this Agreement.

17.3 NOTICE. Upon the occurrence of a breach, the DNRC shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the RECIPIENT shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if the DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the DNRC, in its sole discretion reasonably exercised, determines that it is reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate RECIPIENT's liability for damages.

17.4 DEFAULT AND REMEDY. If RECIPIENT fails to cure the breach within the period specified in the written notice, RECIPIENT is in default of its obligations, and the DNRC may exercise any or all the following remedies:

- i. pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. suspend RECIPIENT's performance; and
- iv. withhold applicable payment until the default is remedied.

<u>17.5 TERMINATION</u> If termination occurs under this Section, any costs incurred will be the RECIPIENT's responsibility.

SECTION 18. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

SECTION 19. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana. Each party will bear their own costs and attorney's fees.

SECTION 20. WAIVER. A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC from insisting on strict compliance with this Agreement in other circumstances.

SECTION 21. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The RECIPIENT,	Testville,	Town of,	hereby	accepts	this	grant	(RRG-XX-X)	XXX)	according	to the	above	terms	and
conditions. I her	eby certify	y that I rep	oresent a	a legal en	tity w	ith au	thority to er	nter ir	nto this Agr	eemer	nt.		

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the Department of Natural Resources and Conservation.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

RECIPIENT:

By:		
	RECIPIENT Signature	
	RECIPIENT Print Name	RECIPIENT Title
For:	Testville, Town of	
	Entity Name	
	Entity Tax ID #	
	Entity lax ID #	
	Date	
. .		
Departm	ent of Natural Resources and Conservation:	
_		
By:	DNRC Signature	
	Dinie organizato	
	Print Name	Title
_		
For:	The Montana Department of Natural Resources and Conservation	_
	Date	

ATTACHMENT A - SCOPE OF WORK

Testville Water System Improvements

1. BACKGROUND:

2. SCOPE OF WORK:

3. SCHEDULE:

ATTACHMENT B – BUDGET

Testville Water System Improvements

PROJECT BUDGET

TASK	DNRC FUNDS	MATCH FUNDS	TOTAL
Grant Administration	·		
Personnel Services	\$	\$	\$
Professional Services (Grant Administration, Audit,	¢	¢	¢
Accounting)	\$	\$	φ
Professional/Technical Services or Project			
Preliminary Engineering	\$	\$	\$
Engineering Design	\$	\$	\$
Other (Legal, Survey, Environmental Consulting	\$	\$	\$
Services, etc.)	φ	φ	Φ
Construction			·
Materials, Supplies or Equipment	\$	\$	\$
Construction Engineering	\$	\$	\$
Contracted Construction Services	\$	\$	\$
Contingency	\$	\$	\$
TOTAL	\$	\$	\$

PROJECT MATCH

	SUMMARY OF MATCH FUNDING	
Funding Source		Amount
		\$
		\$
TOTAL		\$

ATTACHMENT C - REPORTING AND REIMBURSEMENT REQUIREMENTS

Testville Water System Improvements

1. PROGRESS REPORTING.

Quarterly progress reports for the periods ending each March, June, September, and December shall be submitted to the DNRC liaison during the term of this Agreement. The RECIPIENT must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Quarterly reports must be submitted to the DNRC liaison within 15 calendar days following the close of the quarterly period. Requests for reimbursement may be withheld if quarterly reports are delinquent or incomplete.

Reports will provide status information for each project implementation task and identify the reporting period. Status information shall include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule, or budget.

The RECIPIENT shall report on total project costs including those funded by the RECIPIENT and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

RECIPIENT invoices need to relate clearly to the scope of work and budget in ATTACHMENT A of this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

2. FINAL REPORT AND DELIVERABLES.

The following items are required before final payment:

- 1. RECIPIENT's Certificate of Compliance (*REQUIRED* for ALL grants).
- 2. Final Report (if identified below)
- 3. Other deliverables as identified in <u>ATTACHMENT A</u>.
- 4. Construction Projects Only:
 - a. Engineer's Statement of Final Completion (<u>https://dnrc.mt.gov/_docs/conservation/CARDD-</u> <u>Training/Final-Report-Certificates.pdf</u>)
 - b. As Built Drawings, if requested by the DNRC

FINAL REPORT

The RECIPIENT is required to submit a final report upon project completion. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds

is contingent upon DNRC receipt and approval of a report that meets requirements described herein. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

The RECIPIENT is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project meets the goals of GRANT PROGAM, and the current project status. Final reports will be made available to the public on the DNRC website.

Final Report Requirements

1. Title Page:

- A. RECIPIENT's name, address, and telephone numbers.
- B. DNRC Grant Agreement Number
- C. Name, address, and telephone of other contacts if primary contacts are not available.
- D. Funding: total project cost and amount of agreement
- E. State where copies of the report may be obtained (RECIPIENT contact person name, address, phone number. An email address or website is acceptable).
- F. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable).
- 2. Introduction: Describe the project history, location, and purpose. Provide a project location map.

3. Discussion and Results:

- A. Describe how project goals and tasks identified in the Agreement ATTACHMENT A were completed:
 - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
 - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
 - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
 - Provide an explanation for tasks that were not completed or any out-of-scope work.
 - Include a project map, data, and/or photos that document the project.
- B. Summarize any problems encountered and solutions adopted. What would you do differently?

5. Grant Agreement Administration & Project Costs:

- A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
- B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in <u>ATTACHMENT B</u> and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
- C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.

6. Final Report submitted electronically (PDF)

CERTIFICATE OF COMPLIANCE

RECIPIENT:	Testville, Town of
Project Name:	Testville Water System Improvements
Grant Number:	RRG-XX-XXXX
Grant Amount:	\$125,000

I, the undersigned, being duly qualified, respectfully, of the Testville, Town of (RECIPIENT Name), in ______

______County, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the Testville, Town of (RECIPIENT Name) and the State of Montana, Department of Natural Resources and Conservation. I understand that any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

Authorized RECIPIENT Signature

Date

This form is available on the DNRC website: <u>https://dnrc.mt.gov/_docs/conservation/CARDD-Training/Final-Report-Certificates.pdf</u>.