



City of Libby Libby Montana

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REGULAR COUNCIL MEETING AGENDA

Meeting #1712

Monday, November 2, 2026 @ 7PM

Council Chambers – City Hall

CALL TO ORDER

- Pledge of Allegiance
- Prayer by Joseph Miller
- Roll Call
- Welcome / Announcements
- Approve minutes for Council Meeting #1710 dated October 19, 2026.

REPORTS

Department Heads

- City Administrator
- Deputy City Administrator
- Streets
- Police
- Clerk/Treasurer

Council Committees

- Building
- Cemetery/Parks
- Fire
- Lights/Streets/Sidewalks
- Ordinance
- Water/Sewer
- Wildlife
- CDJC

Other Boards

- Board of Health
- Planning/Zoning
- Shade Tree

PUBLIC COMMENT ON NON-AGENDA ITEMS

This is an opportunity for the public to offer comments related to issues that are **not** currently on the agenda that the council has jurisdiction over. Public comment is limited to 3 minutes.

NEW BUSINESS

The mayor will introduce each new agenda item with a description of the item and an explanation for the recommended action to be taken. Following council discussion on each item, there will be an opportunity for public comment. Public comment is limited to 3 minutes concerning the agenda item being discussed only.

1. Approve contract with ER Assist Inc for assistance in recovery of FEMA funds and other expenditures regarding lower Flower Creek Reservoir emergency actions..
2. Approve snow flake ornaments on Mineral Avenue.
3. Approve claims received to date.
4. Approve all business license applications received to date.
 - a. 406 Home Inspection Pros, Inc., 110 Political Hill Rd, Lakeside, Corporation, Environmental residential and commercial inspections (radon, mold, water testing, etc.
 - b. C&M Land Development LLC, 484 Saint Regis Rd., Troy, LLC, Land development.
 - c. Natures Emporium Taxidermy, 22 Cross Roadway, Individual, Prepare and mount various mammals and fish.

UNFINISHED BUSINESS

Each item will be introduced by the mayor (or assigned liaison) with a description of the item. Following council discussion on each item, there will be an opportunity for public comment. **No action will be taken.** Public comment is limited to 3 minutes concerning each item.

GENERAL COMMENTS FROM COUNCIL

Public comment will not be taken during this portion of the meeting.

ADJOURNMENT

THE MANNER OF ADDRESSING COUNCIL

- Each person, not a Council member, shall address the Council at the time designated in the agenda or as directed by the Council, by stepping to the podium or microphone, giving that person's name and address in an audible tone of voice for the record, unless further time is granted by the Council, shall limit the address to the Council to three minutes.
- All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff with no personal remarks allowed.
- No person, other than the Council and the person having the floor, shall be permitted to enter any discussion either directly or through a member of the Council, without the permission of the Presiding Officer.
- Any person making personal, impertinent, or slanderous remarks or who shall become boisterous or disruptive during the council meeting shall be forthwith barred from further presentation to the council by the presiding officer unless permission to continue is granted by a majority vote of the council.

ATTENTION

Full agenda: www.cityoflibby.com

To access this meeting electronically with Zoom:

Dial: 253-215-8782

Meeting ID: 4042719951

Password: 151041

Posted: 10/29/2026

MCA 2-3-212. Minutes of meetings. Minutes must include without limitation: (a) the date, time, and place of the meeting; (b) a list of the individual members of the public body, agency, or organization who were in attendance; (c) the substance of all matters proposed, discussed, or decided; and (d) at the request of any member, a record of votes by individual members for any votes taken.

UNAPPROVED MINUTES

The Libby City Council held regular meeting #1711 on Monday, October 19, 2026, in the Council Chamber at Libby City Hall.

Call To Order:

The meeting was called to order at 7:00pm by Mayor Taylor.

Present were Mayor Taylor, Councilors Brooke Bolin, Gail Burger, Brian Crompton, Ethan Kolp, Erica Schaefer, Brian Zimmerman, Administrator Sam Sikes, Clerk/Treasurer Leann Monigold, and (via Zoom) City Attorney Dean Chisholm.

Announcements: None

Approve Minutes for Regular Council Meetings #1708 dated September 8, 2026, #1709 dated September 21, 2026, and #1710 dated October 5, 2026:

Councilor Zimmerman **MADE A MOTION** to approve City Council Meeting Minutes #1708, #1709, and #1710. Councilor Burger **SECONDED**.

Councilor Kolp noted a correction to #1709: the Shade Tree report was given by Councilor Kolp, not Mayor Taylor as reflected in the draft minutes.

Councilor Crompton requested #1710 be considered separately, as he and Councilor Zimmerman had not been in attendance for that meeting.

Councilor Zimmerman **MADE AN AMENDED MOTION** to approve only City Council Meeting Minutes #1708 and #1709, with the correction to #1709 noted above. Councilor Crompton **SECONDED**.

Public Comment:

DC Orr referenced his comments recorded in the #1709 minutes regarding Resolution 2071, the charter amendment vote, and the ongoing investigation into the Police Chief's leave, commenting that concerns about continuing misinformation on social media remain unresolved and asking the Council to address it.

Councilors Bolin, Burger, Crompton, Kolp, Schaefer, Zimmerman voted **FOR**.

MOTION PASSED.

Councilor Zimmerman **MADE A MOTION** to approve City Council Meeting Minutes #1710. Councilor Bolin **SECONDED**.

Councilor Zimmerman stated he would abstain, as he was not in attendance for that meeting. Councilor Crompton stated he would also abstain, as he was not in attendance.

Mayor Taylor noted he had forgotten to call for public comment during the Community Development Position discussion at that meeting, and that DC Orr's comments on the matter were added to the minutes afterward, following adjournment.

Public Comment:

DC Orr thanked the Council for including those comments, noting the minutes did not reflect a statement he had made expressing explicit trust in this Mayor and requested that be added to the minutes.

Councilor Kolp agreed the statement should be added, and Mayor Taylor confirmed the Council's agreement to include it in the #1710 minutes.

Councilors Bolin, Burger, Kolp, and Schaefer voted **FOR**. Councilors Crompton and Zimmerman **ABSTAINED**.
MOTION PASSED.

Department Head Reports:

Administrator: Administrator Sikes gave the building report, noting two permits were sold for \$402 in September, and one permit so far in October. This puts the year-to-date total at \$6,558 against a four-year running average of \$5,243. He noted the monthly average has been down the last couple of months, though a strong first month of the year helped the annual figure; October's typical monthly average is around \$1,966, but only \$212 has come in so far this month, and September fell \$491 short of its average. He explained the larger totals typically come from multi-unit projects such as fourplexes, citing the City's past Coven Housing project and other multi-unit builds, and said he does not expect to see much more of that activity this year. Council had no questions.

Committee Reports:

Cemetery/Parks: Councilor Kolp reported the committee met to discuss a proposed skate park expansion and will bring a recommendation to the next meeting.

Fire: Councilor Zimmerman reported the Libby Volunteer Fire Department responded to six calls in September, two in the city and four in the rural fire district, consisting of one vehicle call, two structure calls, one mutual aid call with Libby ambulance, one electrical call, and one miscellaneous call, bringing the total to 112 calls for 2026 through the end of September.

Water/Sewer: Councilor Zimmerman reported a committee meeting is being scheduled, approximately three weeks out, to review how the City's fire suppression lines should be charged.

Wildlife: Councilor Bolin reported now that the City's 25 turkey permits have been approved by Fish and Game, a list of people interested in them needs to be put together.

Shade Tree: Councilor Kolp reported a grant was received from Montana Urban Community Forestry Association, approximately \$6,000 to aid in pruning City trees. A meeting is scheduled for Wednesday, October 21, at 3:00 pm at City Hall, after which members will prune trees around town. Also noting an opening on the Shade Tree Committee and asked that anyone interested contact him or Jennifer Nelson.

Community Development Job Committee (CDJC): Councilor Schaefer, chair of the newly formed committee, reported the committee discussed the position and expects to hold a series of meetings to complete its work. Next meeting is scheduled for November 5 at noon.

Public Comments on Non-Agenda Items:

DC Orr commented about ongoing misinformation he believes originates from Council members, including misinformation directed at him personally, and asked the Council to address transparency and accountability on the matter.

Matt Williams, Lincoln County Administrator, introduced himself to the Council, noting he has served in the role for about five months. Expressing interest in closer collaboration between the City and County, plans to bring the City's lift station project before the Board of County Commissioners to see if the County can offer support, and said his door is open to discuss any issues or opportunities for cooperation between the two entities.

New Business:

Approve ER Assist to Perform Emergency Recovery Services:

Administrator Sikes explained ER Assist was hired under emergency procurement following the flood disaster, with Council's initial approval of up to \$80,000. With their current authorization nearing expiration, the City issued a request for statements of qualifications and received two responses. A review team of the project engineer from WWC Engineering, Gary Beach, and Administrator Sikes scored the submissions and found ER Assist scored highest, largely based on direct experience working with FEMA on emergency response reimbursements. Both firms that responded are women-owned businesses with comparable qualifications. City Attorney Dean Chisholm reviewed and approved the proposed contract, which continues ER Assist's existing rates with no increase. Administrator Sikes explained the City must keep combined contractor and City staff costs below 5% of the overall grant amount to remain eligible for reimbursement, and the contract authorizes up to \$200,000 to allow flexibility, though expects ER Assist's actual costs to run closer to \$60,000 to \$80,000.

Councilor Zimmerman **MADE A MOTION** to approve ER Assist to perform emergency recovery services. Councilor Schaefer **SECONDED**.

Councilor Kolp inquired whether this contract represents an additional \$80,000 or a continuation of the original contract. Administrator Sikes clarified it is a continuation, with the contract increased to up to \$200,000 to provide flexibility, of which \$50,000 is reserved to cover City staff time spent on the project in order to remain under the reimbursement cap.

Councilor Burger inquired whether the work is primarily data entry and whether the City has access to the FEMA data portal to handle it in-house. Administrator Sikes explained the work involves organizing and verifying invoices under FEMA's required damage inventory categories, that he has access to the relevant spreadsheets, and that he had considered handling it in-house but concluded current staff do not have the capacity to take on the additional workload.

Councilor Crompton noted the scoring worksheet used by Administrator Sikes and Gary Beach listed the firm as ZT Environmental without an individual's name, while other paperwork associated with the local firm listed an individual by name. Administrator Sikes clarified ZT Environmental is the name of the firm, and the individual referenced is its sole proprietor.

Public Comment: None.

Councilors Bolin, Burger, Crompton, Kolp, Schaefer, Zimmerman voted **FOR**.

MOTION PASSED.

Approve All Claims Received to Date:

Councilor Zimmerman **MADE A MOTION** to approve all claims received to date. Councilor Crompton **SECONDED**.

Public Comment: None.

Councilors Bolin, Burger, Crompton, Kolp, Schaefer, Zimmerman voted **FOR**.

MOTION PASSED.

Approve All Business License Applications Received to Date:

ZIP TREE, tree removal and trimming.

Councilor Zimmerman **MADE A MOTION** to approve all business license applications received to date.

Councilor Burger **SECONDED.**

Public Comment: None.

Councilors Bolin, Burger, Crompton, Kolp, Schaefer, Zimmerman voted **FOR.**

MOTION PASSED.

General Comments from Council:

Mayor Taylor announced openings on the Shade Tree Board and the Police Commission, noting Police Commission member Mr. Svendsby resigned about a month ago.

Adjournment:

Councilor Kolp **MADE A MOTION** to adjourn. Councilor Crompton **SECONDED.**

Councilors Bolin, Burger, Crompton, Kolp, Schaefer, Zimmerman voted **FOR.**

MOTION PASSED.

Mayor Taylor adjourned the meeting at 7:26 pm.

Mayor Hugh Taylor

Attest: _____
Clerk/Treasurer Leann Monigold

**CONTRACTOR AGREEMENT FOR ER ASSIST, INC.
DISASTER RESPONSE AND RECOVERY SERVICES**

Contractor Name:	ER Assist Inc	Client Name:	Libby, City of
Address:	AR: 108 E Central Suite 200; Bentonville AR 72712	Client Address:	952 East Spruce Street Libby, MT 59923
Point of Contact:	Laurel Matula	Client POC:	Mayor Hugh Taylor
Email:	laurel@erassist.com	Client email:	mayor@cityoflibby.com
Contract start date:	10/19/2026	Contract End Date (initial):	12/18/2028
Billing type:	Hourly	Not to Exceed (NTE) Amount:	\$200,000

This Agreement, entered into on **10/19/2026**, by and between, Libby, City of, (hereinafter "Client"), and **ER Assist, Inc.** (hereinafter "Contractor"), collectively referred to as the "Parties".

RECITALS

- I. WHEREAS, Client desires to retain Contractor to provide certain disaster operational management, administrative documentation, software, or other disaster response, recovery, or funding related services ("Services"), and Contractor desires to provide such services, in accordance with the provisions contained in this Agreement. This Agreement imposes an obligation of good faith upon the parties, meaning: Contractor will deal in good faith with Client in its performance of the obligations imposed by this Agreement and Client will deal in good faith in its enforcement of the obligations imposed by this Agreement.
- II. WHEREAS, **The initial term of this contract commences on 10/19/2026 and ends on 12/18/2028, and may be extended 3 additional one year terms at the request of Client and with mutual written consent.**

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. STATUS AS INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the parties' intention that Contractor shall have an independent contractor status and not be an employee for any purposes.

2. TASKS, DUTIES, AND SCOPE OF WORK

- a. Client hereby retains Contractor to perform disaster operational management, administrative documentation, software, or other disaster response, recovery, or funding consulting related services ("Services"), for **any open Disasters including DR-4901-MT.**



- b. Contractor shall conduct criminal background and driver's license check for any person used in fulfilling this Agreement. Contractor must E-Verify the employment status of its employees and will maintain the documentation in its files. Client shall have access at any time to the employment files of Contractor.
- c. This Agreement between the parties shall constitute the basic agreement. Nothing in this agreement shall be construed to prohibit Contractor (i) from providing services to Client outside of the scope of this agreement, (ii) from providing identical services under a subsequent agreement with Client, or (iii) from providing the same or similar services to any third party so long as it does not directly compete with the reasonable interests of Client.
- d. Rates have been determined to be reasonable as per federal disaster reimbursement requirements.

3. COMPENSATION

Contractor shall be entitled to compensation for performing those tasks and duties related to the Services described herein as follows:

- a. Contractor shall be compensated on a unit price basis pursuant to the Rate Schedules attached hereto as "Exhibit A" and "Exhibit B" and fully incorporated herein. Such Rate Schedules may be amended from time to time as deemed necessary to fully supply Client with appropriate staff.
- b. Per 2 CFR (Federal Code for Regulations) 200, Contracts require a Not To Exceed Amount. The Parties agree that the compensation for the services issued under this Agreement shall not exceed the amount stated in table above without prior written permission by Client.
- c. Contractor shall invoice Client on a monthly basis. Any failure by Contractor to include any item(s) of compensation in an invoice, regardless of the reason for the omission, shall in no way limit Client's duty **to provide such compensation in the future so long as Contractor remedies the omission within 180 days of the invoice said omission should have been included in.**
- d. Submitted invoices shall include time reports for each person performing work billed on the invoice. Time reports shall show time entries allocated to the site worked, activity performed, and position and rate billed to meet federal, state, or third party funding requirements for Client to seek reimbursement for Contractor costs.
- e. Contractor's invoices shall be subject to verification by Client for completeness and/or accuracy. Contractor shall provide to Client any and all documentation necessary for any state, federal, third party or internal audit processes.
- f. Contractor acknowledges that the processing of its invoices will be subject to any approval or timelines set out under Client's invoicing procedures. **All invoices shall be paid thirty (30) days from receipt of Contractor's invoice.**

4. NOTICE CONCERNING WITHHOLDING OF TAXES

Contractor recognizes and understands that it will receive the appropriate tax statement from Client and other related tax documents, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify Client for any damages or expenses, including attorney's fees, and legal expenses, incurred by Client as a result of Contractor's failure to make such required payments.



5. TERMINATION FOR CAUSE OR CONVENIENCE

This Agreement may be terminated by either party prior to the contract expiration date for cause or convenience. Notice of termination must be given at least two (2) weeks prior to cancellation of services. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement. At the termination of this Agreement, Contractor will deliver all data and documentation exports related to Client's project to Client.

6. DATA AND DOCUMENT SECURITY AND FREEDOM OF INFORMATION

Contractor and Client understand and agree that in the performance of this Agreement each party may have access to private or confidential information of the other party which either is marked as "confidential" or the receiving party should reasonably know under the circumstances that such information is confidential and/or proprietary information of the other party. Such information will be held in confidence and not, without the consent of the other, be disclosed to a third party or used for any purpose other than in performance of this Agreement. This obligation of confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving party or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court or by any government or regulatory authority. If any Confidential Information is required to be disclosed by statute, rule, regulation or order of any court of competent jurisdiction, before any such disclosure the receiving party will provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. All confidential information will remain the exclusive property of the owner.

Contractor shall comply fully with all documented and requested information security procedures of Client in the performance of this Agreement. Contractor will comply with Freedom of Information Act inquiries received through Client.

7. ASSIGNMENT

Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of Client.

8. COOPERATIVE PURCHASING OF SERVICES

Contractor agrees to offer its same or similar services to any entities covered under a cooperative purchase agreement with Client. If this contract is subject to a cooperative purchase, the new client shall enter into a separate contract with Contractor. Client shall not be liable for any services rendered by Contractor through the use of a cooperative purchase with the new client.

9. LICENSING, WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

Upon request, Contractor agrees to immediately supply Client with proof of:

- a. Any licensing status required to perform services
- b. Workers' Compensation Coverage
- c. General Liability Insurance

10. NOTICES

Any notice to be given hereunder by any party to the other may be delivered via electronic mail with confirmation receipt, or mailed to the primary address listed above. Contractor agrees to update Client should Contractor's contact information change.



11. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.

12. INDEMNIFICATION

Contractor shall defend, indemnify, hold harmless, and insure Client from any and all damages, expenses, or liability resulting from or arising out of, any negligence or misconduct on Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Contractor. Contractor shall name Client as an additional insured on all related insurance policies including workers compensation, and general liability.

13. NON-SOLICITATION

Client hereby acknowledges that the Services contemplated in this agreement will be provided by Contractor with the assistance of Contractor's employees and that said employees may be working under a covenant not to compete with Contractor. Client agrees to refrain, during the term of this agreement and for twelve (12) months following the termination of this agreement, from recruiting or hiring, or attempting to recruit or hire, directly or by assisting others, any employee of Contractor or its affiliates.

14. REPRESENTATION

- a. Contractor represents that employees possess the training, skills and expertise necessary to perform the Services in a competent and professional manner. Contractor agrees to provide the Services in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of competent service providers performing comparable services in the same or similar locality. It is Contractor's express goal to complete the work outlined in a manner that is most expedient and efficient.
- b. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that any other agreement, statement, or promise not contained in this Agreement shall be non-binding and void. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto. This does not limit Client and Contractor from entering into separate contracts for work or services not within the scope of this Agreement.

15. AUTHORITY

Each of the undersigned individuals hereby represents and warrants that they are fully authorized and empowered to enter into this Agreement on behalf of the entity for which they are signing. Each of the Parties hereby represents and warrants that it is fully authorized and empowered to enter into this Agreement and that the performance of its obligations under this Agreement will not violate any agreement between it and any other person, firm, or organization.

16. COMPLIANCE

- a. Client hereby represents and warrants that it has complied and shall remain compliant with all applicable laws and regulations, including any local or state procurement regulations.



b. Procurement

This contract was procured through (check only one):

Emergency Contracting: Due to the emergency nature of work, competitive bidding did not occur as it was in the best interest of Client to secure the services of Contractor without delay due to its specialized knowledge and for the benefit of the community.

- Competitive Procurement
 - ☐ Less than required for competitive solicitation "out for bid amount"
 - ☐ Using State Master Agreement
 - ☐ Using Cooperative Purchasing
 - Procurement Process Unique to this contract (RFP, RFI, RFQ, etc.)
- c. Contractor has made every effort to comply with the laws and regulations of Client and shall remain in compliance. Such laws and regulations include any federal, state, or local employment, labor, and safety regulations.
- d. Contractor shall not, in connection with this or any other agreement with Client, directly or indirectly: 1) offer, confer, or agree to confer any pecuniary benefit or anyone as consideration for any Client officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or 2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Client officer or employee.
- e. Contractor acknowledges that FEMA financial assistance may be used to fund all or a portion of the Agreement. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directive.

17. SEVERABILITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. OWNERSHIP OF PROGRAMS AND INTELLECTUAL PROPERTY

The Software Programs, Services, Modules, Matrixes and Tools, made by Contractor, are the property of Contractor. Any improvements made to Contractor's software through any Client feedback are the sole property of Contractor.

Client recognizes that Contractor regards Contractor's Software as its proprietary information and holds its confidential trade secrets of great value. No software development, custom or otherwise, is being completed by Contractor for Client under this contract.

19. RECORDS & RECORDS RETENTION

The books and records related to the Services described in this Agreement shall be maintained by Contractor at Contractor's principal place of business and open to inspection by Client during regular working hours. Documents to which Client will be entitled to inspect include, but are not limited to, any and all contract documents, purchase orders and work authorized by Contractor or Client on existing or potential projects related to this Agreement.

Contractor shall maintain records, books, files, financial or accounting data, and any other data as specified in this Agreement for a period of eight (8) years from the conclusion of this Agreement and upon final payment. Client may request financial and accounting records from Contractor during



its normal operating hours by written request from an authorized representative of Client.

Further, the following access to records requirements apply to this Contract:

- a. Contractor agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under Contractor.
- d. In compliance with section 1225 of the Disaster Recovery Act of 2018, Client and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

20. SUSPENSION AND DEBARMENT

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Client. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required Certification (Attached as **Exhibit C** herein). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

22. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:



- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances on which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with Contractor's legal duty to furnish information.
- (4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Contractor will furnish all information and reports required by EO 11246 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to her books, records, and accounts by the contacting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by EO 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:



Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.



- (3) *Withholding for unpaid wages and liquidated damages.* Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (5) Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (6) Records to be maintained under this provision shall be made available by Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

24. CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sec 7401 et seq.

Contractor agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

25. FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Contractor agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

26. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, Contractor shall make maximum use of products containing



recovered materials that are EPA-designated items unless the product cannot be acquired –

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting Contract performance requirements; or
- c. At a reasonable price.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

27. DOMESTIC PREFERENCE FOR PROCUREMENT

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

28. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. *Prohibitions.*
 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 2. Unless an exception in paragraph (c) of this clause applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;



- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c. *Exceptions.*
 - 1. This clause does not prohibit contractors from providing
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - 2. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d. *Reporting requirement.*
 - 1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - 2. Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or Recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts.* Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

29. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified



in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractor shall document its affirmative steps and regional/national outreach compliance.

30. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

31. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

32. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

33. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

34. GOVERNING LAW AND JURISDICTION

This Agreement and any matter or dispute arising out of or related to the subject matter of this Agreement, shall be governed, and construed, and enforced in accordance with the laws of the State of Montana without regard to any conflict of laws or principles. **Jurisdiction and venue for all purposes shall be in Lincoln County, MT.**

35. AMENDMENT

This Agreement shall not be modified or amended except by a further written document signed by the parties.

36. EXECUTED COUNTERPARTS AND FACSIMILES

This Agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one agreement. The parties hereto agree that digital signatures shall be as effective as if originals.

37. The Davis-Bacon Act does not apply to this agreement.

38. The Copeland "Anti-Kickback" Act does not apply to this agreement.



IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

For: ER Assist, Inc	For: Libby, City of
Signed: <i>Laurel Matula</i>	Signed:
Date: 10/15/2026	Date: 10/19/2026
Printed Name: Laurel Matula	Printed Name: Hugh Taylor
Position: President	Position: Mayor



EXHIBIT A: RATE SCHEDULE

Note: Under federal disaster grant reimbursement guidelines, reasonable rates may be reimbursed, when documented appropriately, as part of disaster funding.

The following rates have been determined to be reasonable under previous disasters for similar work for similar clients as well as through the competitive procurement process of the KY Master Agreement MA 758 2300001242.

Position	Hourly Rate
Public Assistance Coordinator <ul style="list-style-type: none">- In Office- Telecommuting	\$140.00 \$120.00
Insurance Specialist <ul style="list-style-type: none">- In Office- Telecommuting	\$125.00 \$100.00
Debris Specialist <ul style="list-style-type: none">- In Office- Telecommuting	\$80.00 \$65.00
Incident Management Teams <ul style="list-style-type: none">- In Office- Telecommuting	\$100.00 \$80.00
Logistics Support <ul style="list-style-type: none">- In Office- Telecommuting	\$124.50 \$95.00
Project Worksheet Reviewer / Project Reviewer <ul style="list-style-type: none">- In Office- Telecommuting	\$125.00 \$114.71
Volunteer Coordination <ul style="list-style-type: none">- In Office- Telecommuting	\$80.00 \$60.00
Documentation Specialist <ul style="list-style-type: none">- In Office- Telecommuting	\$40.00 \$40.00



EXHIBIT B: ADDITIONAL RATE SCHEDULE

Note: Under federal disaster grant reimbursement guidelines, reasonable rates may be reimbursed, when documented appropriately, as part of disaster funding.

The following rates have been determined to be reasonable under previous disasters for similar work for similar clients as well as through the competitive procurement process of the KY Master Agreement MA 758 2300001242 ADDENDUM #1.

Position	Hourly Rate
Mitigation Specialist <ul style="list-style-type: none">- In Office- Telecommuting	\$150.00 \$125.00
Engineer <ul style="list-style-type: none">- In Office- Telecommuting	\$175.00 \$150.00
Senior Engineer <ul style="list-style-type: none">- In Office- Telecommuting	\$210.00 \$185.00
Subject Matter Expert <ul style="list-style-type: none">- In Office- Telecommuting	\$265.00 \$240.00
Project Manager <ul style="list-style-type: none">- In Office- Telecommuting	\$190.00 \$165.00
Case Management Lead <ul style="list-style-type: none">- In Office- Telecommuting	\$135.00 \$110.00
Case Manager <ul style="list-style-type: none">- In Office- Telecommuting	\$105.00 \$80.00



EXHIBIT C (FOR CONTRACTS EXCEEDING \$100,000) - CERTIFICATION REGARDING
LOBBYING

The undersigned certifies that, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, ER Assist, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Laurel Matula, President

Name and Title of Contractor's Authorized Official

10/15/2026

Date



MEMORANDUM FOR THE RECORD

10/19/2026

Subject: Permission to Interact Granted to ER Assist

We have entered into an agreement with ER Assist to coordinate FEMA's Public Assistance Program on our behalf, with full authorization to interact with both FEMA and Montana Disaster & Emergency Services.

ER Assist shall be considered our FEMA PA Grants Managers; ER Assist is hereby authorized to speak on our behalf in all manners as it relates to FEMA Public Assistance, FEMA Hazard Mitigation, and USDA NRCS. Duties include, but are not limited to: exploratory call, recovery scoping meeting, grants portal management, weekly PDMG calls, responding to requests for information, official correspondence, scope of work acceptance and change requests, requests for reimbursement, quarterly reports, and closeout.

We understand that FEMA must be fully informed of who has been given permission to interact. Please accept this information as explicit and final.

Libby, City of



Snowflake Ornament

Mineral Avenue

