



BOARD of COMMISSIONERS

COUNTY OF CARBON • STATE OF MONTANA

Post Office Box 887
Red Lodge, MT 59068

Phone: (406) 446-1595
Fax: (406) 446-2640

ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE TOWN OF BRIDGER AND CARBON COUNTY. DOC # 376654

Carbon County Gravel Hauling and Grading Assistance 2024:

Hauling, spreading, and grading gravel at Bridger Baseball Fields.

County Assistance: \$3,723.39

Trucking **\$2,985.29**

(3 operators @ \$47.01/hr + 3 trucks & Belly Dumps @ \$70.06/hr) x 8.5 hrs

Grading **\$738.10**

(1 operator @ \$47.01/hr + 1 grader @ \$100.61/hr) x 5 hrs

Bridger Park District's Responsibility: \$1,187.13

Material purchase 71.5 tons of rock **\$1,187.13**

Town of Bridger Responsibility: \$10,100.80.

Personnel \$2,500.80

(1 Public Works Director @ \$22.18/hour) x 40 hours

(1 Asst. PWD @ \$18.16/hour) x 50 hours

(1 Asst PWD @ \$17.64/hour) x 40 hours

Town of Bridger Equipment \$7,600.00

(2 Dump Trucks @ \$50/hour) x 40 hours

(1 Loader @ \$70/hour) x 40 hours

(1 Grader @ \$80/hour) x 10 hours

Carbon County Board of Commissioners

Town of Bridger

Scott C. Miller, Dist.#1

Date

Mark DeRudder, Mayor

Date

Scott Blain, Dist.#2

Date

Bill E Bullock, Dist.#3

Date

Carbon County DUI Task Force Plan



July 1, 2024 - June 30, 2025

Submitted to the
Montana Highway Traffic Safety Bureau
Montana Department of Transportation

Our Mission:

To reduce the percentage of alcohol related crashes, deaths, and incidents in Carbon County, to increase the conviction rate of DUI's and MIP's, and to elevate the awareness, prevention and education of legal consequences to driving drunk.

Prepared by:

Sally Birkelo, Secretary
Carbon County DUI Task Force
PO Box 230
Red Lodge, MT 59068
(406) 446-1234

Approved By the
Carbon County Commissioners

We, by our signatures, as the Commissioner Board of Carbon County, resolve to approve the existence and mission of the Carbon County DUI Task Force for the Fiscal Year of July 1, 2024-June 30, 2025

Scott Miller, Commissioner, District #1

Date

Scott Blain, Commissioner, District #2

Date

Bill Bullock, Commissioner, District #3

Date

Table of Contents

	Page
1. Carbon County Overview	4
2. Goals and Objectives	5
3. Budget	9
4. Contact list	10

Carbon County DUI Task Force

Scott Miller	Chairperson, Carbon County Commissioner
Josh McQuillan	Vice Chairperson, Carbon County Sheriff
Sally Birkelo	Secretary
Mary Cameron	Carbon County Crisis Coordinator
Cyrina Allen	Carbon County DES Coordinator, Public Health Officer
Jean Atherly	Tobacco Prevention Specialist, Carbon County, BBC
Chris Benton, RN	Trauma Coordinator, Billings Beartooth Clinic
Mike Buechler	Bridger Police Chief
Dennison Butler	Red Lodge City Attorney
Erin Cross, RN	Carbon County Public Health
Bert Kraft	Bridger Court Judge
Kevin Nichols	Carbon County Justice of the Peace
Alex Nixon	Carbon County Attorney
Jeff Schmalz	Carbon County Undersheriff
Greg Srock	Red Lodge Police Chief
Cheyenne Wiley	Carbon Alternatives

Carbon County Overview

Carbon County is located in the South Central region of Montana and covers approximately 2,048 square miles. According to the 2020 Census, 10,473 people reside in Carbon County.¹

There are 58 active liquor licenses in Carbon County, including

- 16 Off-Premise type, beer and wine, grocery store;
- 32 On-Premise type, all beverage; including 1 National Fraternal Organizations type and 1 seasonal.
- 10 On-Premise type, beer and wine; including 1 seasonal and 3 restaurants

While preparing this document the decision was made to use data available through Carbon County Justice Court from January 1, 2021 through December 31, 2021. A total of 49 DUI cases came before Carbon County Justice Court in 2021. The dispositions were as follows:

1 Deferred Imposition of Sentence

5 Dismissed by Prosecution

34 Guilty

8 None (awaiting trial as of 12/31/21)

1 Voided by Agency

Statute Descriptions were as follows:

31 DUI Alcohol 1st Offense (89% guilty of cases tried)

8 DUI Alcohol 2nd Offense (86% guilty of cases tried)

6 DUI Alcohol 3rd Offense (50% guilty of cases tried)

1 DUI Alcohol 4th or Subsequent Offense (dismissed by prosecution)

3 DUI Any Dangerous Drug 1st Offense (100% guilty of cases tried)

We've made it harder for youth to get alcohol. According to the Carbon County Prevention Needs Assessment conducted in 2020, 33% of high school students surveyed in 2020, reported that it was sort of hard, or very hard to obtain alcohol, while 26.8% reported it was sort of hard or very hard in 2018². The number of Carbon County youth reporting that they got alcohol from their parents with permission went down from 25.3% in 2018, to 18.6% in 2020.³ However, youth surveyed reported that binge drinking, defined as having 5 or more drinks within a couple of hours, in the previous 30 days, increased from 17.1% in 2018, to 24.1% in 2020. Carbon County Students in grades 8, 10 and 12 are completing the 2022 Prevention Needs Assessment as this plan is being written.

The Carbon County DUI Task Force is committed to working with local and county law enforcement officials and county prosecutors to help prevent drinking and driving crashes and underage drinking through prevention education, awareness, and prosecution.

¹ 2020 US Census Bureau Quickfacts

<iframe width="310" height="175" src="//www.census.gov/quickfacts/widget_310x175.php/?qfembed=5uo4l6vkw" frameBorder="0" allowtransparency="true"></iframe>

² 2020 Carbon County Prevention Needs Assessment

³ 2020 Carbon County Prevention Needs Assessment

Carbon County continues to be challenged with:

- Illegal Alcohol Sales and Service, including sales to intoxicated persons and persons under 21.
- Lax attitudes among community members about binge drinking, and
- Failure to wear seatbelts

Goals and Objectives

Program Goals:

- To reduce the number of drinking and driving occurrences, crashes and deaths in Carbon County; and
- Educate the adults and youth in Carbon County on the dangers of impaired driving and implement prevention strategies; and
- To increase DUI conviction rates; and
- To increase seatbelt use.

Program Administration:

The DUI Task Force is made up of members from different facets of DUI enforcement and prevention. Members are listed at the beginning of this plan. Contact information is at the end of this plan.

The Carbon County DUI Task Force meets every other month in Red Lodge at 12:00 pm, for a lunch meeting, in the Conference Room of the Carbon County Public Services building, at 10 South Oakes, Red Lodge. The meetings are announced via the Carbon County News, social media, and e-mail delivered agendas. The public is invited and encouraged to attend.

DUI Bylaws

The Carbon County Commissioners, upon the recommendation of the Carbon County DUI Task Force adopted bylaws for the DUI Task Force in 2020.

Officers of the Carbon County DUI Task Force shall be:

- Chairman;
- Vice-Chairman; and
- Secretary.

Each officer shall be appointed by the majority vote of the Task Force Membership present at a meeting and shall serve a term of 2 years. Terms shall run from July 1 to June 30. The Chairman and Secretary will be appointed in even years. The Vice Chairman will be appointed in odd years.

The Chairman is responsible to execute or delegate the following:

- Implementation and monitoring the Carbon County DUI Task Force Plan and budget.
- Administer DUI patrol contracts with local law enforcement agencies.

- Serve as liaison to the media, the State Highway Traffic Safety Office and other community and state groups.
- Write and submit the Carbon County DUI Task Force plan and the year-end report to the Carbon County Commissioners and the State Highway Traffic Safety Bureau.
- Participate in the bi-annual statewide DUI Task Force meeting hosted by the Montana Department of Transportation's State Highway Traffic Safety Bureau if held.
- Attend a regional DUI Task Force meeting to network with others.
- Keep the Task Force members updated on recent events and data, take minutes at the monthly meetings, and produce agendas and minutes to the Task Force and community members.

Objective 1: Increase public knowledge about the dangers of drinking and driving and the consequences associated with DUI's caused by over-service of alcohol.

Strategies:

- Use Local Newspapers, Radio, other mediums and Social Media to educate and build awareness, through free and paid publicity.
- Participate in the Carbon County Health Fair, Red Ribbon week, and other alcohol and drug education and awareness opportunities in Carbon County.
- Support the aggressive schedule of RASS training in Carbon County to educate servers and sellers, law enforcement and Carbon County residents about the law and the consequences of over-serving.
- Create a strong presence throughout Carbon County by recruiting and retaining Task Force members from the whole County.

Objective 2: Decrease the number of MIPs by reducing the sale and distribution of alcohol to underage youth in Carbon County.

Strategies:

- Support certified instructors to conduct frequent RASS training in Carbon County to educate servers and sellers, law enforcement and Carbon County residents about how to reduce third party sales of alcohol to minors and the consequences of selling to minors.
- Provide clear information and education to Carbon County outlets and the public regarding underage drinking laws.
- Engage local School administration, guidance counselors and activity directors in policy setting and enforcement for students and student athletes who get MIPs or DUIs.
- Support local law enforcement to conduct compliance checks throughout Carbon County.

Objective 3: Decrease the number of DUI incidents, crashes, injuries and deaths, in Carbon County by deterring drivers from driving under the influence.

Strategies:

- Recognition for officers that perform consistently in identifying and arresting DUI suspects.
- Fund vital equipment for identifying and documenting DUI evidence, such as PBTs, in-car video cameras, personal video recording devices, etc.
- Coordinate and fund saturated DUI patrols for local officers to make a presence in our community during known local alcohol related events, i.e. Graduation weekends, Home of Champions Rodeo, Iron Horse Rodeo, Jim Bridger Days, Ski Joring, Christmas Strolls, and other events throughout the County.
- Provide reinforcement and recognition for Carbon County residents who consistently use their seat belts.

Objective 4: Reduce the over service of alcohol in bars and restaurants in Carbon County

Strategies:

- Support certified trainers to provide frequent RASS training in Carbon County to educate servers and sellers, law enforcement and Carbon County residents about the consequences of overserving alcohol to customers or selling to intoxicated persons.
- Build a relationship with licensees and Carbon Stillwater Tavern Association members to gain insight into the challenges they encounter trying to comply with the law. Strategize ways to comply with the law while maintaining and growing their businesses.

Objective 5: Educate youth to the dangers of alcohol, tobacco and drug use.

Strategies

- Recruit local school administrators, guidance counselors, driver's education instructors, Health teachers, coaches or activity directors to the DUI Task Force.
- Encourage and support all schools in Carbon County to implement substance use and abuse prevention efforts through health education classes, Local Law Enforcement Officers, Red Ribbon Week, and Evidence-Based Programs.
- Support the distribution materials and information regarding drug and alcohol use drinking and driving to parents through the schools and community groups, i.e. 4-H, Boy Scouts, Girl Scouts, Church Youth Groups, Boys and Girls Clubs and other youth centered programs.

2022-2023 Fiscal Budget Estimate

Description	Per unit	Annually	Total
Office Expenses			
210 Office Supplies		\$75.00	
311 Postage		75.00	
220 Printing		50.00	
Office Expenses			\$200.00
Policy and Legislation			
Meeting Expenses		600.00	
Travel & meals		400.00	
Policy and Legislation			\$1000.00
Education/Awareness/Media Advocacy			
FM 99	Radio sports and academics sponsor		\$4000.00
Carbon County News	Print media messages		\$1500.00
390 Other Purchased Services			
Enforcement/Prosecution/Adjudication			\$3000.00
Equipment purchases, PBTs, Video cameras			\$5000.00
Education/Awareness/Media Advocacy		NYE Safe Ride	\$ 500.00
Carry Forward to FY23			\$2000.00
		Total	\$17,200.00
Projected Carry Forward		\$2000	
Projected Income 2022-2023		\$15,200	\$15,200
		Total Revenue	\$17,200.00

Allen, Cyrina cyrinaa@co.carbon.mt.us
Atherly, Jean jatherly@beartoothbillingsclinic.org
Benton, Chris cbenton@beartoothbillingsclinic.org
Birkelo, Sally dui@co.carbon.mt.us
Blain, Scott sblain@co.carbon.mt.us, commissioners@co.carbon.mt.us
Buechler, Mike chief@bridgerpolicedepartment.com
Bullock, Bill bbullock@carboncomt.com, commissioners@co.carbon.mt.us
Butler, Dennison cityattorney@cityofredlodge.com
Cameron, Mary mary.cameron.ps@gmail.com
Cross, Erin ecross@co.carbon.mt.us
Kraft, Bert bkraft2@mt.gov
McQuillan, Josh jmcquillan@co.carbon.mt.us
Miller, Scott smiller@co.carbon.mt.us, commissioners@co.carbon.mt.us
Nichols, Kevin KNichols2@mt.gov
Nixon, Alex anixon@carboncomt.com
Schmalz, Jeff jschmalz@co.carbon.mt.us
Scrock, Greg scrock@cityofredlodge.com
Wiley, Cheyenne cwiley@altinc.net

Department of Homeland Security Federal Emergency Management Agency

General Info

Project #	740062	PW #	Project Type	Standard
Project Category	C - Roads and Bridges		Applicant	Carbon County (009-99009-00)
Project Title	Gravel Roads - Incomplete		Event	4745DR-MT (4745DR)
Project Size	Small		Declaration Date	10/11/2023
Activity Completion Date	4/11/2025		Incident Start Date	6/01/2023
Process Step	Pending PDMG Scope & Cost Routing		Incident End Date	6/8/2023

Damage Description and Dimensions

The Disaster # 4745DR, which occurred between **06/01/2023** and **06/08/2023**, caused:

Damage #1364506; Incomplete Gravel Roads

General Facility Information:

- **Facility Type:** Components Only
- **Facility:** Carbon County Roads
- **Facility Description:** Elbow Creek, Loyning Hill and Selms Roads
- **Location Description:** Two lane gravel road

General Damage Information:

- **Date Damaged:** 6/1/2023 to 6/8/2023
- **Cause of Damage:** Water from the mountains flooded the creeks, damaging the culvert and washing away the surface level gravel from the surface of the road.

Components:

Elbow Creek Embankment 45.31144, -109.008864:

- Base, 7.78 CY of Gravel, 15 FT long x 4 FT wide x 42 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 0% work completed.

Loyning Hill 45.30324, -109.13289 to 45.30044, -109.12251:

- Base, 624.54 CY of Gravel, 3,550 FT long x 19 FT wide x 3 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 40% work completed.

Obert Road Site 1. 45.34394, -109.138282:

- Base, 45.04 CY of Gravel, 152 FT long x 24 FT wide x 4 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 100% work completed.
- Sub Base, 135.11 CY of Gravel, 152 FT long x 24 FT wide x 12 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 100% work completed.

Obert Road Site 2. 45.34394, -109.13812:

- Base, 45.04 CY of Gravel, 160 FT long x 24 FT wide x 4 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 100% work completed.
- Sub Base, 142.22 CY of Gravel, 160 FT long x 24 FT wide x 12 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 100% work completed.

Obert Road Site 3. 45.32044, -109.13309:

- Base, 57.78 CY of Gravel, 195 FT long x 24 FT wide x 4 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 100% work completed.
- Sub Base, 173.33 CY of Gravel, 195 FT long x 24 FT wide x 12 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 100% work completed.

Obert Road Site 4. 45.31315, -109.13306:

- Base, 42.96 CY of Gravel, 145 FT long x 24 FT wide x 4 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 100% work completed.
- Sub Base, 128.89 CY of Gravel, 145 FT long x 24 FT wide x 12 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 100% work completed.

Selms Road 45.34897, -109.05103 to 45.35112, -109.05364:

- Base, 388.48 CY of Gravel, 1,234 FT long x 34 FT wide x 3 IN deep, water from the mountains flood the creeks washing away the surface level gravel from the surface of the road, 70% work completed.

Final Scope

1364506 **Incomplete Gravel Roads**

Cost

Code	Quantity	Unit	Total Cost	Section
			CRC Gross Cost	\$0.00
			Total 406 HMP Cost	\$0.00
			Total Insurance Reductions	\$0.00
			CRC Net Cost	\$0.00
			Federal Share (75.00%)	\$0.00
			Non-Federal Share (25.00%)	\$0.00

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
-----------	--------------------	------------------	---------------	----------------	------------	-------------------------	----------------

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
-----------	----------------	----------------	------------	--------------	--------------------

Subgrant Conditions

This Project does not have any Subgrant Conditions

Insurance

Additional Information

There is no additional insurance information on **Gravel Roads - Incomplete**.

O&M Requirements

There are no Obtain and Maintain Requirements on **Gravel Roads - Incomplete**.

406 Mitigation

There is no additional mitigation information on **Gravel Roads - Incomplete**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Unanswered

EHP Conditions

EHP Additional Info

There is no additional environmental historical preservation on **Gravel Roads - Incomplete**.

Final Reviews

Final Review

Reviewed By Not Reviewed

Reviewed On Not Reviewed

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Not Reviewed

Reviewed On Not Reviewed

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Unsigned

Signed On Unsigned



Richland County Health Department
Montana Public Health Corps AmeriCorps Program
2023 - 2024

MEMORANDUM OF UNDERSTANDING

Between the Service Site: **Carbon County Montana Public Health, 10 S Oakes Ave, Red Lodge, MT 59068**, and the Sponsor: Richland County Health Department, Montana Public Health (MPH) Corps, 1201 West Holly, Suite 1, Sidney, Montana 59270.

This Memorandum of Understanding (MOU) expresses the responsibilities of the **Richland County Health Department/Montana Public Health Corps (“Sponsor”)** and your organization, **Host Site (“Service Site”)** and with respect to the assignment of **two (2)** AmeriCorps Members to perform service to strengthen and supplement efforts to improve health of the community and capacity of organizations to meet the needs of the community in accordance with the Sponsor and Service Site Service Plans for the **May 1, 2024 – August 31, 2024** AmeriCorps period. The obligations of the parties hereto are subject to the terms and conditions of a MOU, and amendments thereto, between **AmeriCorps** and the Sponsor.

Montana Public Health Corps AmeriCorps Program

Montana Public Health (MPH) Corps members serve to improve the quality of life in Eastern Montana. They do this by addressing the social determinants of health such as safety, chronic disease, economic stability, behavioral health, education, environment, access to care, and

community support, just to name a few. MPH Corps will have at least **8** members serving in various non-profits and health departments to assess and implement sustainable changes and to develop stronger communities.

MPH Corps has two performance measures: Healthy Futures and Capacity Building. Healthy Futures output is the number of clients participating in health education programs. Capacity Building's output is the number of MPH Corps projects as measured by member service plans. The end outcome is the increase in service site capacity, effectiveness and/or program outreach. These outputs are measured with a project outcome form for each project to be completed by the service site, with additional documentation as needed.

AmeriCorps Member Identity – AmeriCorps member(s) within your service site are unique from traditional employment and accordingly there are unique terms to use when referring to your members.

- They are not employees and should never be referred to as *employees, interns, volunteers, or staff*. They should always identify as an **AmeriCorps member**.
- Their activities are not considered *job duties*. They are **servicing** with your service site. They should always refer to the duties they perform as **service activities or projects**.
- Since they are not considered employees, they do not receive a *wage or paycheck*. Instead, they receive a **living allowance**.
- Members should wear the AmeriCorps logo when interacting with community members. RCHD will provide proper identification and uniforms. Any additional site requirements will be provided by the host site.

Member General terms

- Members will generally have a set shift (e.g., M-F 8:00-5:00), for a total of 40 hours per week, although they may be asked to occasionally serve on weekends or in the evenings depending on project needs. If members serve more than 40 hours in one week, the service site will allow them to adjust their hours during the week so as not to exceed expected hours. There are a few exceptions:

- Members do not qualify for sick or vacation leave. They are allowed to serve additional hours to make up for lost time, or to plan for an upcoming holiday or vacation.
- Members must communicate with their site supervisor if they wish to deviate from their regular shift or take time off.
- Teleservice is an available option, but only if the Service Site has a teleservice policy. Member teleservice should be rare, if ever, and involve appropriate documentation, supervision and oversight. See Sponsor Teleservice Policy for more details.
- The MPH Corps members understand that to successfully complete the term of service as defined by the sponsor, and in accordance with AmeriCorps regulations, Members must also:
 - ensure satisfactory completion of service assignments, tasks, and projects.
 - submit all required documents including enrollment forms, service logs, exit forms, and assessment documents.
 - participate in all orientations and trainings.
 - comply with all Sponsor policies and procedures.
 - adhere to Sponsor’s and Service Sites Rules of Conduct.

Prohibited Member Activities

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, members may not engage in the following activities:

- Attempting to influence legislation;
- Organizing or engaging in protests, petitions, boycotts, or strikes;
- Assisting, promoting, or deterring union organizing;
- Impairing existing contracts for services or collective bargaining agreements;
- Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;

- Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- Providing a direct benefit to-
 - A business organized for profit;
 - A labor union;
 - A partisan political organization;
 - A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- Providing abortion services or referrals for receipt of such services; and
- Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds. Individuals should not wear the AmeriCorps logo while doing so. (45 CFR § 2520.65; 2012 AmeriCorps Provisions IV.D.3)

Non-Duplication and Non-Displacement: The text of 45 CFR 2540.100(e)-(f) regarding non-duplication of activities and non-displacement of employees or positions is quoted below:

(e) *Nonduplication.* Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) *Nondisplacement.*

(1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.

(2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.

(3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

(4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

(i) Will supplant the hiring of employed workers; or

(ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—

(i) Presently employed worker;

(ii) Employee who recently resigned or was discharged;

(iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;

- (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
- (v) Employee who is on strike or who is being locked out.”

Member Rules of Conduct and Consequences for Violations

While acting as an MPH Corps member, members are expected to:

- Act respectfully, politely and professionally with others.
- Dress appropriately according to Sponsor and Service Site Dress Code Policy (ex. no revealing clothing).
- Respect confidentiality of information (oral or written) provided by community members, project staff, or associated staff.
- Follow any rules or policies set by the sponsor and service site.
- Be present and on time for all Sponsor, Service Site, and service-related events.
 - When possible, obtain prior authorization from the AmeriCorps Director or Host Site Supervisor for absences from required trainings, meetings or events.
 - Authorization will be decided on a case-by-case basis, depending on the reason for the request to be absent, attendance history, and the nature of the training, meeting or event.
 - If member cannot obtain prior authorization for an absence from a training, meeting, or event, they may be asked to provide evidence (ex., a doctor’s note) supporting the reason for the absence.
 - Member must provide evidence (ex., a doctor’s note) for any extended illness-related absence if requested.
 - Develop a plan to make up any absences or missed hours, to be approved by site supervisor and, if member has missed a significant number of hours, the AmeriCorps Director.

- Appropriately communicate suggestions, problems, concerns, or any circumstances relating to service to the service site supervisor, and if necessary, Sponsor program staff.
- Follow directions.
- Complete assignments in a safe, competent and professional manner.
- Submit timesheets and other paperwork as directed and on time.
- Notify the sponsor of any criminal arrest or conviction that occurs during the term of service, except minor traffic offenses resulting in a fine of \$100 or less.
- Refrain from:
 - repeated use of inappropriate language (profanity) while engaged in service.
 - destroying, damaging or defacing property.
 - consuming alcoholic beverages while engaged in service activities, possessing illegal drugs during the term of service, and being under the influence of alcohol, marijuana, or an illegal drug while engaged in service activities.
 - criminal conduct, stealing, lying, or any other activities that are likely to cause physical, mental or emotional harm to others (project members, staff, or community members).
 - providing false or misleading information in order to secure participation in the project.
 - engaging in any of the “prohibited activities.”
 - use of cell phones while operating a vehicle on service hours.

If a member violates the Rules of Conduct, the service site will issue an oral warning for the first offense, which may be accompanied by a written warning that will go into the sponsor’s Member file. If Member commits another violation after receiving a written warning, they may

be immediately suspended or immediately released for cause from service. (Note: In some circumstances, such as being charged with or convicted of a crime, Member may be suspended or released for cause without a warning. See “Release for cause” and “Suspension” below.)

Release for Compelling Circumstance

The Sponsor/Service Site may release a member due to “compelling personal circumstances” for a situation beyond their control or a situation that AmeriCorps has identified for policy reasons. These circumstances include (but are not limited to):

- Member disability or serious illness.
- Member family member’s disability, serious illness, or death if this makes completing term of service unreasonably difficult or impossible.
- Unforeseeable conditions beyond Member control such as a natural disaster, a strike, the relocation of a spouse, or the nonrenewal or premature closing of a program.
- Military service obligations.
- Member acceptance of an opportunity to make the transition from welfare to work.

Compelling personal circumstances DO NOT include leaving the project:

- To enroll in school or increase credit load.
- To get a job, other than when transitioning from welfare to work.
- To get away from circumstances Member does not like, such as the amount of the living allowance, location, colleagues, or service activities.

If a member believes compelling personal circumstances apply to their situation, they may submit a request for release due to compelling personal circumstances to their service site supervisor, who will transmit it to the sponsor. The request should briefly describe their situation and indicate how many hours they have served at the time of request. Before transmitting the request to the sponsor, the service site supervisor may indicate on the request

whether he or she supports the request and why or why not. The sponsor may ask for additional information or documentation before deciding whether to grant the request.

Release for Cause

The Service Site may release a member for cause for any reason other than compelling personal circumstances, so long as the reason warrants their release. The following list includes some, but not all, situations for which you may be released for cause:

- The member leaves or discontinues service without obtaining a release for compelling personal circumstances.
- They are convicted of a felony, or of the sale or distribution of a controlled substance during term of service.
- They have violated the Rules of Conduct after receiving a written warning.
- Their conduct has undermined the effectiveness of the project.
- They break off contact, and the project and site supervisor cannot find you.
- Timesheets or site supervisor indicates member is not actively participating in service.
- A background check indicates a previously undisclosed felony that impacts ability to serve.

Suspension

If the sponsor has determined that compelling personal circumstances exist, the sponsor may, as an alternative to releasing the member, suspend their term of service for up to 2 years, or longer if approved by the sponsor based on extenuating circumstances. This means that they would be allowed to complete their service with the same project or a similar AmeriCorps program at a later time.

The sponsor must suspend the member if they are charged with a violent felony or the sale or distribution of a controlled substance, or if they are convicted of possession of a controlled

substance. They cannot receive a living allowance or other benefits and may not accrue service hours during a suspension for any reason in this paragraph. If the charge is dismissed or they are found not guilty, the sponsor may reinstate them. If they are suspended for a conviction of possession of a controlled substance, they may be reinstated if they demonstrate they have enrolled (first offense) or successfully completed (second or subsequent offense) a drug rehabilitation program. 45 CFR § 2522.230(c).

Exit Procedure

As members approach the successful end of their service, there are some necessary steps before they can complete their term.

- AmeriCorps staff will unlock an exit form in egrants. This form must be completed as soon as possible.
- AmeriCorps staff will schedule an exit interview to be held within the final week.
- Host site and AmeriCorps staff will work with member to ensure all service projects and documentation are accessible.
- If a member is asking for early release for compelling circumstance:
 - Members must submit a formal notice prior to their exit if they are leaving before July 31. The letter must:
 - Be dated at least 30 calendar days prior to your last day in service.
 - Addressed to site supervisor explaining why you are exiting early and any documentation needed to verify compelling circumstance.
 - Provide a forwarding address.
 - Sign the letter and submit copies to host site supervisor and AmeriCorps staff.
 - Follow the same steps to complete exit forms and an exit interview.

The Sponsor (Richland County Health Department) will:

- Recruit qualified AmeriCorps members.

- Hold orientation for Service Site supervisors and assist the Service Site in developing member service plans for each member assignment.
- Provide national service orientation, professional development, skills training and in-service training for the member in cooperation with the Service Site.
- Place member with the Service Site, matching interests and skills with tasks to be accomplished in approved member work plans and with the Service Site approval.
- Provide support and supervision to the members in administrative (AmeriCorps) matters.
- Hold AmeriCorps members accountable for the desired service results and will work with members on their professional development.
- Retain full responsibility for the management and fiscal control of the overall project, including processing AmeriCorps member living allowances.
- Provide opportunities for Member development and networking as it relates to the overall mission of the sponsor and the community building process.
- Conduct up to two site visits during a full-time service year (11 months), which may be in person or virtual. A formal evaluation tool will be used to assess partnership functions.
 - Conduct one site visit for half-time members.
 - No site visits will be conducted for summer members.
- Conduct informal site visits on an ongoing basis.
- Complete all required performance measurements with timely input from service sites.
- Collect and share data on members' activities, accomplishments, and number of hours served.

The Service Site will:

- There are costs associated with supporting the AmeriCorps member that are not covered by the federal grant that must be covered by local support. To address these costs, the Service Site agrees to offset these costs and assist in the AmeriCorps member expenses that are incurred by the sponsor per member as follows:

- Full-time member (1700 hours): \$8,000
- Three quarter time member (1200 hours): \$6,000
- Half-time member (900 hours): \$4,000
- Quarter time (450 hours): \$2,000
- Summer associate (300 hours): \$1,200
- AmeriCorps operational cost may be negotiable for a site with a first-time member.
- Notify Sponsor immediately regarding unscheduled member termination and changes in status and conditions (such as arrests, hospitalizations, and absences without leave). If an AmeriCorps Member should terminate prior to completing their term of service, regardless of the reason, it will not be possible to place another AmeriCorps Member in that position for the remainder of the service year, with some exceptions (see below).
- If an AmeriCorps member leaves their service site RCHD will address the matter in the following manner:
 - 1) If the member leaves within 60 days of the start date the service site will be reimbursed their support amount less \$1,000.00 or RCHD will work to recruit another member to fill the position.
 - 2) If a member leaves any time after 60 days, the service site will not be reimbursed but RCHD will work to recruit another member to fill the position. If the service site terminates the contract, no funds will be refunded.
- Provide acceptable Member service plans before start of service. Include a plan for the use of volunteers as the foundation for AmeriCorps activities.
- Provide day-to-day supervision of the activities of the members.
- Provide materials related to the performance of member assignments and adequate working space to permit members to perform their assigned duties.
- Assist as appropriate in evaluating members.
- Provide access to the Sponsor, Montana Governor's Office of Community Service (GOCS), and AmeriCorps, or their authorized representatives, for the purpose of the audit or examination, to any books, records, documents or papers which, in the opinion

of the Sponsor, Montana GOCS or AmeriCorps may be related to or pertinent to the terms of this Memorandum of Understanding.

- Provide written information pertaining to project progress and member task completion on a quarterly basis.
- Assure attendance by the AmeriCorps Member at all required Sponsor, Montana GOCS, and AmeriCorps sponsored trainings.
- The service site supervisors will attend Site Supervisor Orientation conducted by the sponsor.
- Provide transportation for members as indicated: Approved job-related motor vehicle transportation includes only transportation which is:
 - reasonable,
 - necessary, and
 - which occurs in conformance with the laws of the State of Montana.
- The Service Site is responsible for the day-to-day supervision of any use of motor vehicle transportation by the AmeriCorps Members in the course and scope of the execution of the project assignment.
- The Service Site is responsible for job-related transportation expenses associated with motor vehicle operation.
- The Sponsor is responsible for reimbursement of job-related transportation expenses only upon prior approval and to the extent that the transportation and reimbursement is in conformity with the laws of the State of Montana.
- The Sponsor shall not be liable for any personal injuries nor other damages arising from an AmeriCorps Member's use of a motor vehicle, including but not limited to injuries or damages incurred by unauthorized passengers.

Joint Responsibilities:

- The Sponsor and Service Sites will make every reasonable effort to ensure that the health and safety of the AmeriCorps Member is protected during the performance of the member's assigned duties. Neither Sponsor nor Service Site shall assign or require

members to perform duties which would jeopardize their safety or cause them to sustain injuries.

- The Sponsor and Service Site agree to work together to allow AmeriCorps members the flexibility to serve community organizations and fulfill their obligations to the sponsor as well as with their service site.
- All Members may be required during their service year to participate in activities outside of their site project. The sponsor will give appropriate notice of such events so the Service Site has ample time to accommodate changes.
- In accordance with applicable legal authorities, protect confidential information obtained and used in the performance of the Member Service Plans or project assignment.
- All AmeriCorps Member expenses for Orientation will be paid for by the sponsor. Unless prior arrangements are made with the service site, travel expenses will be provided by the sponsor for the following additional training/events: Community Building Institute, March's Serve Montana Symposium in Helena, and Close of Service. Any costs related to service site specific trainings will be paid for by the service site.

Non-Discrimination:

No person with responsibilities in the operation of the project shall discriminate with respect to any aspect of the project because of race, gender, color, national origin, age, sexual orientation, disability, military status, religion, or political affiliation.

Sexual Harassment:

Sponsors and Service Sites, as the recipients of federal financial assistance for the Corporation, are ultimately responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. The Sponsor/Service Site is to ensure the following does not occur:

- a. Actions of “quid pro quo” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts.
- b. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
- c. Acts of sexual harassment toward fellow AmeriCorps members or non-employees, where the Sponsor/Service Site, its agents, or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

Agreement Modification:

This Memorandum of Understanding may be amended at any time by an agreement in writing executed by authorized representatives of the Sponsor and the Service Site.

Duration:

This agreement shall become effective on **May 1, 2024**, and shall terminate on **August 31, 2024**.

Termination:

The Sponsor may terminate the Agreement at any time by giving thirty (30) days’ notice in writing to the Service Site, CNCS, and to Montana Governor’s Office of Community Service (GOCS) of intent to terminate. The Service Site may terminate this Agreement by giving thirty (30) days’ notice in writing to the Sponsor, GOCS, and to CNCS.

Point of Contact Liaison:

Please indicate the agreed upon cash support below. You will be invoiced for this amount within the first two months of service.

Cash Total: \$2,400

Approve: _____ **(Initial)**

Issues, questions, queries, and communications arising under this course of performance of this Memorandum of Understanding will be first directed to the Point of Contact Liaison for each respective agency or organization.

Liaison for Sponsor: Stephanie Reynolds, Richland County Health Department, Montana Public Health Corps, 1201 W Holly, Suite 1, Sidney, MT 59270

Liaison for Service Site 1: Erin Cross, Carbon County Montana Public Health, 10 S Oakes Ave, Red Lodge, MT, 59068

Signed by Service Site: _____

Date: _____

Accepted and approved by RCHD:

Signature: _____

Date: _____