Activity	Hotel Costs	General Fund Side	Student Fund Side	Booster Club	Total for activity	Students	Stipends
Track 2025	**$10,033.80**	350	500		$10,883.80	58	4
					0		
Softball 2025	**$5,376**	450	269.96		$6,096	23	3
					0		
Baseball 2025	**$0.00**	450	1928.13		$2,378.13	26	3
					0		
Tennis 2025	**$3,659.97**	400	500	4035	$8,594.97	20	2
					0		
Football 2025	**$1,847.40**	$18,700	$17,934.35	6500	$44,981.75	85	4
					0		
Volleyball 2025	**$1,217.20**	$1,500	$9,928.19		$12,645.39	28	3
					0		
Golf 2024	**$2,117.16**	400	1535.18		$4,052.34	15	2
					0		
Boys Soccer 2024	**$730.32**	$450	$2,456.74	1930	$5,567.06	14	1
					0		
Girls Soccer 2024	**$730.32**	$450	2251.8	1930	$5,362.12	16	2
					0		
Cross Country 2024	**$553.30**	625	$791.78		$1,970.08	11	1
					0		
Speech and Debate 2024	**$6,462.56**	$1,950	2125.14	400	$10,937.70	17	2
					0		
Wrestling 2024	**$20,391.41**	$3,300	4184.16		$27,875.57	45	3
					0		
Girls Basketball 2024	**$1,109.20**	$1,800	5204.15	1984	$10,097.35	24	3
					0		
Boys Basketball 2024	**$6,457.97**	$1,950	5521.79	1750	$15,679.76	28	3
					0		
Swimming 2024	**$1,695.84**	413	2674.35		$4,783.19	8	1
					0		
	$43,312.68	$31,125	57035.76		$131,473.44		

East Helena Schools Sidewalk Extension and Crosswalks TA Application

Engineer's Opinion of Probable Cost
Stahly Engineering and Asscociates
July 9, 2025

MAIN PROJECT

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION, BONDING, AND INSURANCE	1	LS	$ 52,500.00	$ 52,500.00
2	TRAFFIC CONTROL	1	LS	$ 54,000.00	$ 54,000.00
3	EROSION CONTROL	1	LS	$ 2,500.00	$ 2,500.00
4	CONTRACTOR QUALITY CONTROL	1	LS	$ 15,000.00	$ 15,000.00
5	EXCAVATION	196	CUYD	$ 70.00	$ 13,720.00
6	3/4" CRUSHED BASE COURSE (CONCRETE SIDEWALK)	87	CUYD	$ 200.00	$ 17,400.00
7	PIPE EXTENSION 18"	25	FT	$ 30.00	$ 750.00
8	4" SIDEWALK CONCRETE	792	SQYD	$ 105.00	$ 83,183.33
9	6" SIDEWALK CONCRETE	128	SQYD	$ 150.00	$ 19,166.67
10	TRUNCATED DOME	120	SQFT	$ 65.00	$ 7,800.00
11	CURB-CONCRETE MEDIAN TYPE A	410	LNFT	$ 25.00	$ 10,250.00
12	REMOVE PAVEMENT MARKINGS	264	LNFT	$ 3.75	$ 990.00
13	WHITE EPOXY	24	GAL	$ 400.00	$ 9,600.00
14	SIGNS	3	EA	$ 1,000.00	$ 3,000.00
15	RECTANGULAR RAPID FLASHING BEACON	2	EA	$ 20,000.00	$ 40,000.00
16	SEEDING & FERTILIZING	1	ACRE	$ 2,500.00	$ 2,500.00
	MISCELLANEOUS	1	LS	$ 10,000.00	$ 10,000.00
	Subtotal				$ 342,360.00
	CONTINGENCY			10%	$34,236.00
	INFLATION			8%	$30,127.68
	Subtotal				$406,723.68
	PRELIMINARY ENGINEERING			32%	$120,510.72
	CONSTRUCTION ENGINEERING			36%	$135,574.56
	Subtotal				$256,085.28
	Total				**$662,808.96**
	Total Match			15%	**$99,421.34**

Option A - New Sidewalk along Lane Ave from Clark Street to US 12

17	TRAFFIC CONTROL	1	LS	$ 5,000.00	$ 5,000.00
18	CONTRACTOR QUALITY CONTROL	1	LS	$ 5,000.00	$ 5,000.00
19	EXCAVATION	79	CUYD	$ 30.00	$ 2,370.00
20	3/4" CRUSHED BASE COURSE (CONCRETE SIDEWALK)	36	CUYD	$ 40.00	$ 1,440.00
21	4" SIDEWALK CONCRETE	233	SQYD	$ 105.00	$ 24,500.00
22	6" SIDEWALK CONCRETE	100	SQYD	$ 135.00	$ 13,500.00
23	TRUNCATED DOME	36	SQFT	$ 80.00	$ 2,880.00
24	WHITE EPOXY	2	GAL	$ 400.00	$ 800.00

25	SEEDING & FERTILIZING	1	ACRE	$ 2,500.00	$ 2,500.00
	Total				**$57,990.00**
	Total Match			15%	**$8,698.50**

OPTIONS 1B AND 2B ARE EITHER/OR (ONE CHOICE)

Option 1B Replace sidewalk along Main Street from Washington Ave to Prickly Pear Ave

26	CONTRACTOR QUALITY CONTROL	1	LS	$ 1,500.00	$ 1,500.00
27	REMOVAL OF SIDEWALK	178	SQYD	$ 26.00	$ 4,628.00
28	3/4" CRUSHED BASE COURSE (CONCRETE SIDEWALK)	17	CUYD	$ 40.00	$ 680.00
29	4" SIDEWALK CONCRETE	156	SQYD	$ 105.00	$ 16,380.00
30	6" SIDEWALK CONCRETE	22	SQYD	$ 135.00	$ 2,970.00
31	TRUNCATED DOME	12	SQFT	$ 80.00	$ 960.00
32	WHITE EPOXY	2	GAL	$ 400.00	$ 800.00
33	SEEDING & FERTILIZING	1	ACRE	$ 2,500.00	$ 2,500.00
	Total				**$30,418.00**
	Total Match			15%	**$4,562.70**

Option 2B Replace only damaged sections of sidewalk along Main Street from Washington Ave to Prickly Pear Ave

34	CONTRACTOR QUALITY CONTROL	1	LS	$ 1,000.00	$ 1,000.00
35	REMOVAL OF SIDEWALK	89	SQYD	$ 30.00	$ 2,670.00
36	3/4" CRUSHED BASE COURSE (CONCRETE SIDEWALK)	7	CUYD	$ 40.00	$ 280.00
37	4" SIDEWALK CONCRETE	89	SQYD	$ 105.00	$ 9,345.00
38	SEEDING & FERTILIZING	1	ACRE	$ 2,500.00	
	Total				**$13,295.00**
	Total Match			15%	**$1,994.25**

TOTAL MATCH COMBINATIONS

MAIN PROJECT	**$99,421.34**
MAIN PROJECT + OPTION A	**$108,119.84**
MAIN PROJECT + OPTION 1B	**$103,984.04**
MAIN PROJECT + OPTION 2B	**$101,415.59**
MAIN PROJECT + OPTION A + OPTION 1	**$112,682.54**
MAIN PROJECT + OPTION A + OPTION 2	**$110,114.09**

CONSTRUCTION DRAWINGS

SAFE ROUTE TO EAST VALLEY MIDDLE SCHOOL

EAST HELENA PUBLIC SCHOOLS

EAST HELENA, MONTANA

SHEET INDEX

TITLE SHEET	T1.0
CIVIL SPECIFICATIONS	C0.1
MDT ROUTE NOTES	C0.2
PROJECT ALTERNATIVES LAYOUT	C1.0
INTERSECTION DETAILS	C2.0
CIVIL DETAILS	C2.1
CIVIL DETAILS (2)	C2.2
CIVIL DETAILS (3)	C2.3

PROJECT CONTACTS:

City of East Helena
Public Works
Kevin Ore
(406) 459-3769
City Engineer
RPA, Inc.
Brad Koenig, P.E.
(406) 447-5000
Planning Department
WWC Engineering
Jeremy Fadness, P.E.
(406) 443-3962
Building Department
RPA, Inc.
Craig Jennesksns, P.E.
(406) 447-5000
Fire Department
Roger Campbell
(406) 227-5321

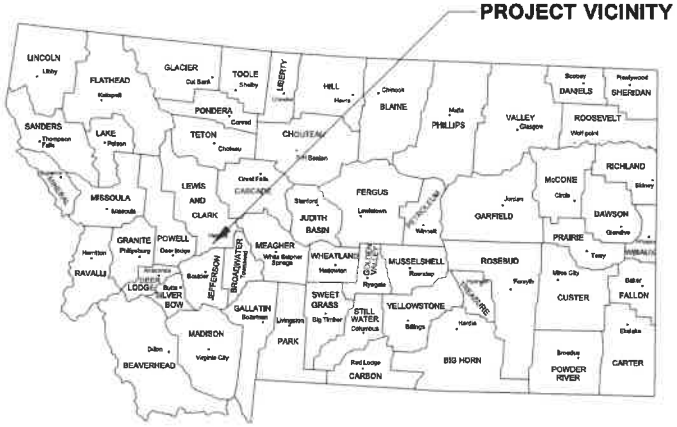
Owner/Developer
East Helena Public Schools (EHPS)
Superintendent
Dan Rispens

Stahly Engineering & Associates
Project Engineer
Kaia Tharp, P.E.
(307) 509-5541
Client Liason
Clint Smith, C.E.T
(406) 442-8594
Planning & Grants
Roble Culver
(406) 442-8594

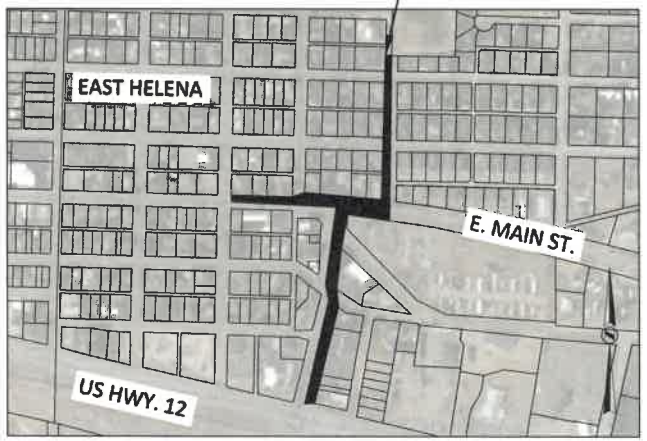
Northwestern Energy
Kyle Woodlief
(406) 594-8926

Lumen
Mitchell Butterfield
(406) 417-3269

PROJECT VICINITY



PROJECT LOCATION



ENGINEER OF RECORD: KAIA THARP, P.E.

QUALITY CONTROL REVIEWER:

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HELENA, MT 59601
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ISSUE/REVISION			
No.	DATE	DESCRIPTION	ECR	QCR
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50% REVIEW SET

SAFE ROUTE TO EAST VALLEY MIDDLE SCHOOL

EAST HELENA PUBLIC SCHOOLS

TITLE SHEET

SHEET
T1.0

L:\1703-East_Helena_Safe_Route\1-CIVIL\Plan Sheets_TA_Crown\DWG\Plan_Sets\1703-PLOT - TITLE SHEET.dwg, TITLE SHEET, Plotted: Jul 06, 2023 - 4:02pm, hwiker

TECHNICAL SPECIFICATIONS

ALL WORK SHALL BE DONE IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS (MPWSS) 7TH EDITION AND THE CITY OF EAST HELENA ENGINEERING AND DESIGN STANDARDS.

SOME ITEMS OF MPWSS ARE HIGHLIGHTED FOR IMPORTANCE BELOW. TECHNICAL SPECIFICATIONS ARE AMENDED TO INCLUDE THE NOTES BELOW:

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 01050 REFERENCES
SECTION 01300 SUBMITTALS
SECTION 01400 CONTRACTOR QUALITY CONTROL & OWNER QUALITY ASSURANCE
1. QUALITY CONTROL SUBMITTALS AND TESTING REQUIREMENTS ARE SHOWN ON THIS SHEET.
2. THE CITY OF EAST HELENA WILL BE THE FUTURE OWNER AND MAY PERFORM QUALITY ASSURANCE TESTS.

SECTION 01500 CONSTRUCTION AND TEMPORARY FACILITIES
SECTION 01570 CONSTRUCTION TRAFFIC CONTROL
SECTION 02110 GEOTEXTILES
1. SOIL STABILIZATION / SEPARATION FABRIC TO BE GEOTEX 601 NONWOVEN GEOTEXTILE BY PROPEX OR APPROVED EQUAL.

SECTION 02235 CRUSHED BASE COURSE
1. CRUSHED BASE COURSE SHALL BE ¾" MINUS.

SECTION 02502 ASPHALT PRIME AND/OR TACK COAT
SECTION 02504 ASPHALT SEAL COAT
1. USE 3/8" SEAL COAT AGGREGATE.

SECTION 02510 ASPHALT CONCRETE PAVEMENT
1. SURFACE COURSE AGGREGATE SHALL BE TYPE B.
2. ASPHALT BINDER MATERIAL SHALL BE (PGAR) PG 58-28
3. RECYCLED ASPHALT PAVEMENT (RAP) AGGREGATE TO BE 25% MAXIMUM BY WEIGHT.

SECTION 02528 CONCRETE CURB AND GUTTER
SECTION 02529 CONCRETE SIDEWALKS, DRIVEWAYS, APPROACHES, CURB TURN FILLETS, VALLEY GUTTERS AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION
1. CONCRETE SHALL BE M-4000.
2. CONCRETE SIDEWALKS SHALL BE REINFORCED WITH FIBER MESH PER CITY OF EAST HELENA STANDARDS.
3. VALLEY GUTTER SHALL HAVE MIN 7" THICKNESS AT CENTER.
4. ALL DRIVE APPROACHES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY STANDARD DRAWING 16.

SECTION 02720 STORM DRAIN SYSTEMS
SECTION 02725 DRAINAGE CULVERT
SECTION 02910 SEEDING
SECTION 02920 HYDRAULIC SEEDING
1. HYDRAULIC SEEDING TO INCLUDE ENGINEERED FIBER MATRIX (EFM), PROFILE PROMATRIX INSTALLED ACCORDING TO MANUFACTURER'S REQUIREMENTS OR APPROVED EQUAL, UPON SEEDING APPLICATION.

CONSTRUCTION NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND/OR FACILITIES ARE NOT SHOWN IN THESE DRAWINGS AT THIS STAGE OF DESIGN. UTILITIES WILL BE SURVEYED ONCE FINAL DESIGN OCCURS.
2. PRIOR TO ANY EXCAVATION, THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, OR HAVING LOCATED, ALL UNDERGROUND FACILITIES SHOWN OR INDICATED IN THE PLANS AND/OR CONTRACT DOCUMENTS. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXCAVATING NEAR UNDERGROUND FACILITIES.
3. ANY DAMAGE TO ABOVE OR BELOW GROUND UTILITIES AND/OR FACILITIES SHALL BE IMMEDIATELY REPORTED TO THE UTILITY COMPANY AND THE ENGINEER. ALL SHOWN OR MARKED UTILITIES OR FACILITIES DAMAGED BY THE CONTRACTOR OR ITS SUBCONTRACTOR SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY OF HELENA FOR THE FOLLOWING ACTIVITIES:
   4.1. AFTER FORMS ARE SET FOR ADA RAMPS, 24 HOURS BEFORE THE SCHEDULED POUR.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS FOR CONSTRUCTION.
6. IMPROVEMENTS SHALL NOT BE COVERED UNTIL INSPECTED BY THE ENGINEER.
7. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY ITEMS DAMAGED DURING CONSTRUCTION.
8. RESTORE ALL SURFACED AREAS DAMAGED DURING CONSTRUCTION TO EQUAL OR BETTER CONDITIONS AS DETERMINED BY THE ENGINEER.
9. ALL AREAS NOT LANDSCAPED OR ANY NON-SURFACED AREAS DISTURBED DURING CONSTRUCTION ARE TO BE RESTORED TO THE ORIGINAL GRADE, PREPARED FOR SEEDING AND DRYLAND SEED APPLIED ACCORDING TO THE CITY OF EAST HELENA STANDARDS.
10. ALL NEW SIDEWALK, ACCESSIBLE RAMPS, AND DRIVE APPROACHES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF EAST HELENA STANDARDS AND THE AMERICANS WITH DISABILITIES ACT STANDARDS.
11. STORM WATER SHALL NOT AFFECT ADJACENT LOTS. FINAL SITE GRADING MUST REFLECT APPROVED PLANS.
12. CONTRACTOR TO ENSURE ALL WATER FLOWS AWAY FROM FOUNDATION, SLOPE GROUND AT A MINIMUM OF 2% AWAY FROM BUILDING FOR FIRST 10 FEET. PROVIDE POSITIVE DRAINAGE TO CONVEY WATER AWAY FROM BUILDING AND ROUTING TO STORM DRAINAGE FACILITIES.
13. MAXIMUM GRADING SLOPES TO BE 3:1.
14. PROJECT HORIZONTAL DATUM OF 2011 (NAD83), BASED ON GEODETIC NORTH OBTAINED BY GPS OBSERVATIONS & OPUS PROCESSING AND VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON OPUS PROCESSING AND GEOID 12A.
15. CONTRACTOR SHALL MAINTAIN AN ACCURATE SET OF AS-BUILT PLANS AND SUBMIT TO THE ENGINEER AT PROJECT COMPLETION.

LEGEND

	EXISTING	NEW
FIRE HYDRANT		
WATER VAVLE		
WATER MAIN		8"W
WATER SERVICE		W
WATER MANHOLE		
SANITARY SEWER MAIN		8"SS
SANITARY SEWER SERVICE		SS
SANITARY SEWER MANHOLE		
STORM DRAIN		SD SD
STORM DRAIN MANHOLE		
STORM DRAIN CURB INLET		
UNDERGROUND COMMUNICATION	COMM	
UNDERGROUND NATURAL GAS		
UNDERGROUND ELECTRICAL		
LAMP POST		
COMMUNICATION PEDESTAL		
ELECTRICAL PEDESTAL/BOX		
CONTOURS (1 FT. INTERVALS)		4913
SIGN		
GROUND SURFACE SLOPE		-4.5%
GRAVEL		
CONCRETE		
ASPHALT PAVEMENT		
CONCRETE CURB AND GUTTER		
EDGE OF ASHPALT		
PROPERTY BOUNDARY LINE		
EASEMENT		
FOUND BOUNDARY MONUMENT		
SWALE		

MINIMUM QUALITY CONTROL SUBMITTALS AND TESTING REQUIREMENTS

MATERIALS SUBMITTALS REQUIRED

MATERIALS PRODUCT	PARTY RESPONSIBLE FOR SUBMITTAL	REQUIRED SUBMITTALS PRIOR TO MOBILIZATION	REQUIRED SUBMITTALS DURING CONSTRUCTION
STORM DRAINAGE MATERIALS	CONTRACTOR	MANUFACTURER'S CUT SHEETS AND PRODUCT MODELS OR SPECIFICATIONS	NONE
PRECAST CONCRETE STRUCTURES	CONTRACTOR	MANUFACTURER'S SHOP DRAWINGS AND MATERIAL SPECIFICATIONS	NONE
CRUSHED BASE COURSE	CONTRACTOR	GRADATIONS, PROCTOR, LIQUID/PLASTIC LIMITS, PLASTIC INDEX, FRACTURED FACES, WEAR	ONE REPRESENTATIVE SAMPLE OF MATERIAL IMPORTED TO SITE
ASPHALT CONCRETE PAVEMENT	CONTRACTOR	PROJECT MIX DESIGN FROM SUPPLIER	SEE MATERIALS TESTING
ASPHALT SEAL COAT	CONTRACTOR	GRADATIONS, CLEANNESS, WEAR, FRACTURED FACES, STRIPPING, P.I.	ONE REPRESENTATIVE SAMPLE OF MATERIAL IMPORTED TO SITE
ASPHALT PRIME AND OR TACK COAT	CONTRACTOR	PROJECT MIX DESIGN FROM SUPPLIER	NONE
CONCRETE	CONTRACTOR	PROJECT MIX DESIGN FROM SUPPLIER	SEE MATERIALS TESTING
CHIP SEAL	CONTRACTOR	GRADATIONS, CLEANNESS, WEAR, FRACTURED FACES, STRIPPING, P.I.	ONE REPRESENTATIVE SAMPLE OF MATERIAL IMPORTED TO SITE

ON-SITE MATERIALS TESTING

PRODUCT	PARTY RESPONSIBLE TO OBTAIN TESTS	TEST FREQUENCY	TEST REQUIREMENT & STANDARD
CRUSHED BASE COURSE	CONTRACTOR	ONE TEST PER 100 LINEAR FEET	TEST PER AASHTO T310, OBTAIN 95% BY AASHTO T99
ASPHALT CONCRETE PAVEMENT	CONTRACTOR	ONE TEST PER 100 LINEAR FEET**	93% BY ASTM D2041 PER MPWSS
CONCRETE	CONTRACTOR	ONE TEST PER POUR MIN, OR 1 TEST PER 100 C.Y.	TEMP, AIR, SLUMP, 4 CYLINDERS, PER MPWSS

*ADDITIONAL TESTS REQUIRED FOR EVERY BACKFILL MATERIAL CHANGE.

**CONTRACTOR SHALL ESTABLISH A ROLLING PATTERN EARLY IN THE PAVEMENT PROCESS BY TAKING A TEST FOR EVERY PASS AND RECORDING THE PERCENT OF MAXIMUM DENSITY. AT A MINIMUM THAT PATTERN SHALL BE MAINTAINED THROUGHOUT THE ENTIRE PROJECT.

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ISSUE/REVISION

No.	DATE	DESCRIPTION	EOR	QCR
####	####	####		

50% REVIEW SET

SAFE ROUTE TO EAST VALLEY MIDDLE SCHOOL
EAST HELENA PUBLIC SCHOOLS

CIVIL SPECIFICATIONS

SHEET C0.1

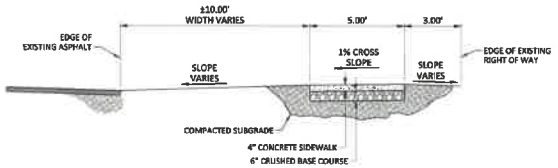
L:\1703-East_Helena_School_District\1-01025_ER-Crossing_&_Sidewalk_To_Front\Plan\Plan_Sets\1703-01025 - CIVIL SPECIFICATIONS.dwg, Civil SPECIFICATIONS, Plotted: Jul 08, 2025 - 4:02pm, heisler

MDT ROUTE NOTES

OFF SYSTEM ROUTES: E MAIN ST.
ROUTE ID: C025024A
BEGIN MILE: 0.924
END MILE: 1.081
BEGIN REFERENCE POINT: 000+0.9242
END REFERENCE POINT: 001+0.0812
DEPARTMENT ROUTE: X-25024A
ROUTE NAME: E MAIN ST.
SIGNED ROUTE
SYSTEM: STATE HIGHWAY
FUNCTIONAL CLASS: 5-MAJOR COLLECTOR
ROUTE CATEGORY: ROAD
STATE MAINTAINED: YES
MAINTENANCE SECTION: 2104
STATE RESPONSIBLE: YES
SURFACE TYPE: ASPHALT
SURFACE WIDTH: 24
THROUGH LANES: 2
SPEED LIMIT: 25
DIVIDED
ONE-WAY
COINCIDENT
SEASONAL
CITY: EAST HELENA
URBAN AREA: HELENA
MPO HELENA MPO PLANNING
RESERVATION:
NATIONAL PARK:
COUNTY: LEWIS AND CLARK
MAINTENANCE DIVISION: BUTTE
FINANCIAL DISTRICT: GREAT FALLS
ADMINISTRATIVE DISTRICT: GREAT FALLS
JUNCTION DESCRIPTION
DESCRIPTION: SURFACE WIDTH CHANGE
RECORD LENGTH: 0.157
AADT: 3456

OFF SYSTEM ROUTES: LANE AVE
ROUTE ID: C025015A
BEGIN MILE: 0.000
END MILE: 0.214
BEGIN REFERENCE POINT: 000+0.0000
END REFERENCE POINT: 000+0.2143
DEPARTMENT ROUTE: X-25015A
ROUTE NAME: LANE AVE
SIGNED ROUTE
SYSTEM: STATE HIGHWAY
FUNCTIONAL CLASS: 5-MAJOR COLLECTOR
ROUTE CATEGORY: ROAD
STATE MAINTAINED: YES
MAINTENANCE SECTION: 2104
STATE RESPONSIBLE: YES
SURFACE TYPE: ASPHALT
SURFACE WIDTH: 30
THROUGH LANES: 2
SPEED LIMIT
DIVIDED
ONE-WAY
COINCIDENT
SEASONAL
CITY: EAST HELENA
URBAN AREA: HELENA
MPO HELENA MPO PLANNING
RESERVATION
NATIONAL PARK
COUNTY: LEWIS AND CLARK
MAINTENANCE DIVISION: BUTTE
FINANCIAL DISTRICT: GREAT FALLS
ADMINISTRATIVE DISTRICT: GREAT FALLS
JUNCTION DESCRIPTION: JCT S-518
DESCRIPTION: ENT X-25015A/
RECORD LENGTH: 0.214
AADT

OFF SYSTEM ROUTES: E MAIN ST.
ROUTE ID: C025024A
BEGIN MILE: 1.081
END MILE: 1.316
BEGIN REFERENCE POINT: 001+0.0812
END REFERENCE POINT: 001+0.3160
DEPARTMENT ROUTE: X-25024A
ROUTE NAME: E MAIN ST.
SIGNED ROUTE
SYSTEM: STATE HIGHWAY
FUNCTIONAL CLASS: 5-MAJOR COLLECTOR
ROUTE CATEGORY: ROAD
STATE MAINTAINED: YES
MAINTENANCE SECTION: 2104
STATE RESPONSIBLE: YES
SURFACE TYPE: ASPHALT
SURFACE WIDTH: 24
THROUGH LANES: 2
SPEED LIMIT: 25
DIVIDED
ONE-WAY
COINCIDENT
SEASONAL
CITY:
URBAN AREA: HELENA
MPO HELENA MPO PLANNING
RESERVATION
NATIONAL PARK
COUNTY: LEWIS AND CLARK
MAINTENANCE DIVISION: BUTTE
FINANCIAL DISTRICT: GREAT FALLS
ADMINISTRATIVE DISTRICT: GREAT FALLS
JUNCTION DESCRIPTION:
DESCRIPTION: LV EAST HELENA CITY LIMITS
RECORD LENGTH: 0.235
AADT: 2536



CONCRETE SIDEWALK TYPICAL SECTION

NO SCALE

NOTE:
THIS TYPICAL SECTION APPLIES TO THE SECTION OF SIDEWALK LOCATED ALONG KALISPELL AVE. THE TYPICAL SECTION OF SIDEWALK VARIES ALONG E. MAIN ST. AND LANE AVE. THESE SECTIONS WILL BE PROVIDED IN FINAL DESIGN.

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No.	DATE	DESCRIPTION	EOR	QCR
####	####	####		

50% REVIEW SET

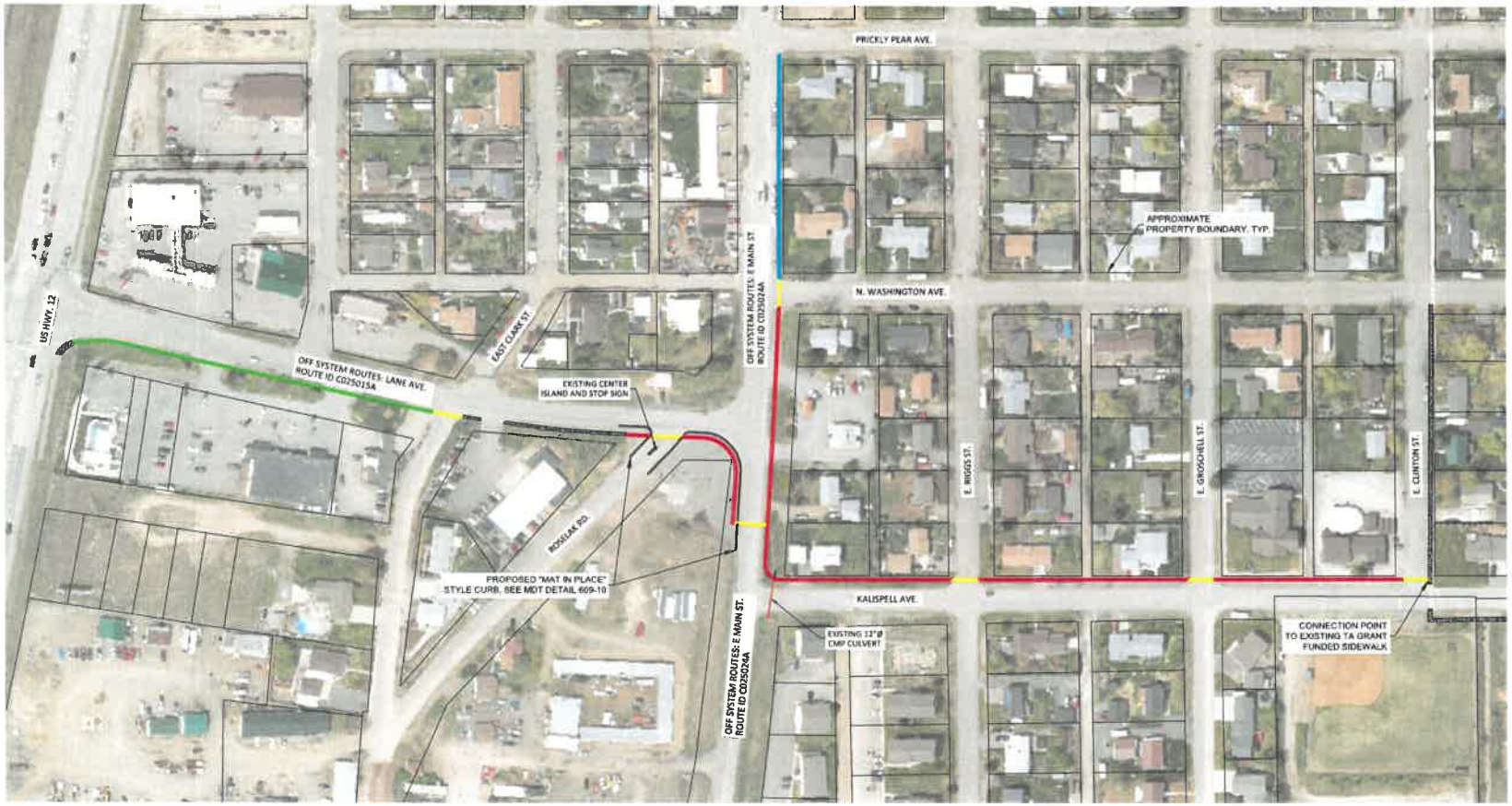
SAFE ROUTE TO EAST VALLEY MIDDLE SCHOOL

EAST HELENA PUBLIC SCHOOLS

MDT ROUTE NOTES

SHEET
C0.2

L:\1703--East_Helena_School_District\--01023_Dr_Carroll_&_Schindler_Ln_Court\LDM\Plan_Set\1703--01023 - CIVIL SPECIFICATIONS.dwg, MDT ROUTE NOTES, Plotted: Jul 06, 2023 - 4:23pm, lwalker



LEGEND

- MAIN PROJECT
- FUTURE OPTION A CITY OF EAST HELENA
- FUTURE OPTION B CITY OF EAST HELENA
- CROSSWALKS
- EXISTING SIDEWALK

0 80' 160'
SCALE IN FEET

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PROFESSIONAL ENGINEERS & SURVEYORS
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1638 CENTENNIAL DR.
HELENA, MT 59601
Phone: (406)-442-9594

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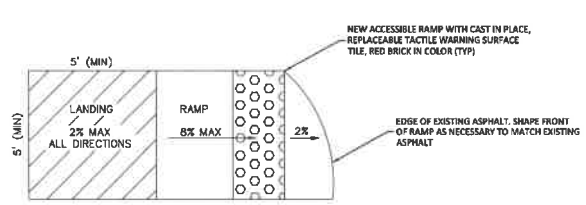
SAFE ROUTE TO EAST VALLEY MIDDLE SCHOOL

EAST HELENA PUBLIC SCHOOLS

PROJECT ALTERNATIVES LAYOUT

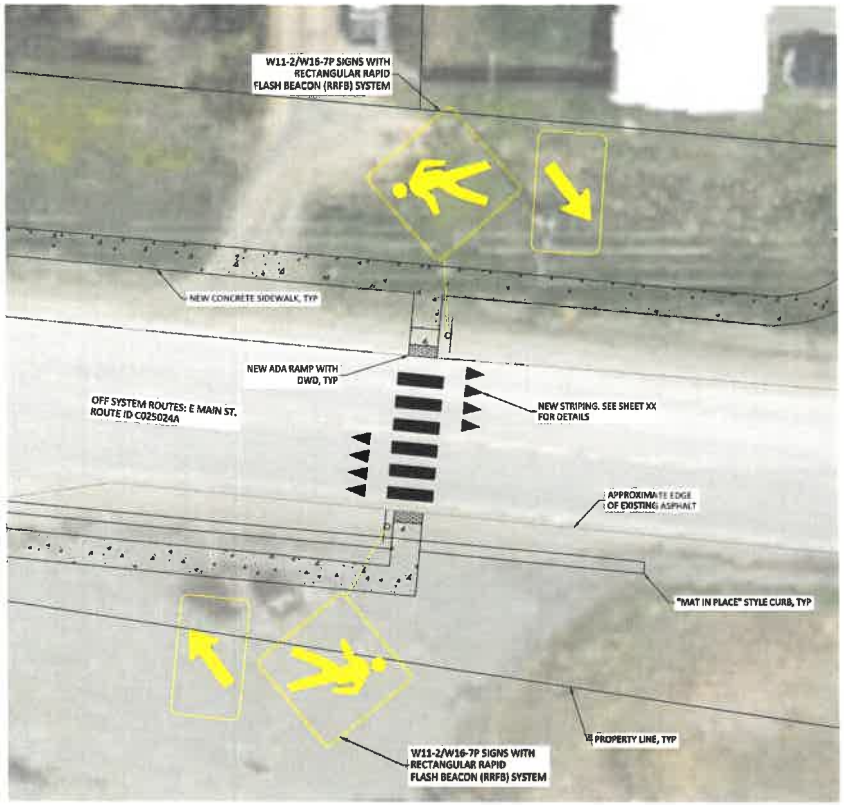
SHEET
C1.0



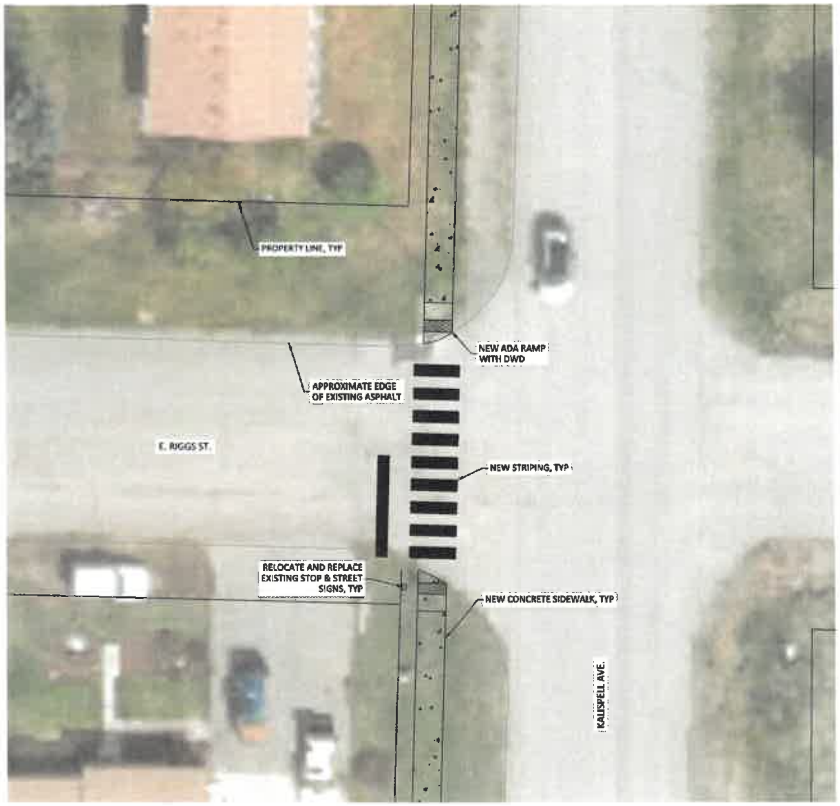
ACCESSIBLE RAMP DETAIL

NO SCALE





E. MAIN ST. CROSSWALK DETAIL



TYPICAL CROSSWALK DETAIL

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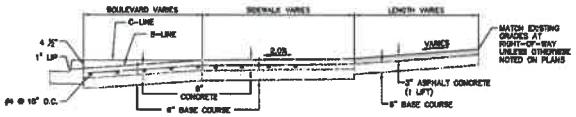
50% REVIEW SET

SAFE ROUTE TO EAST VALLEY MIDDLE SCHOOL

EAST HELENA PUBLIC SCHOOLS

INTERSECTION DETAILS

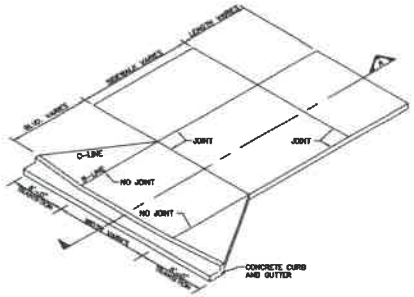
SHEET
C2.0



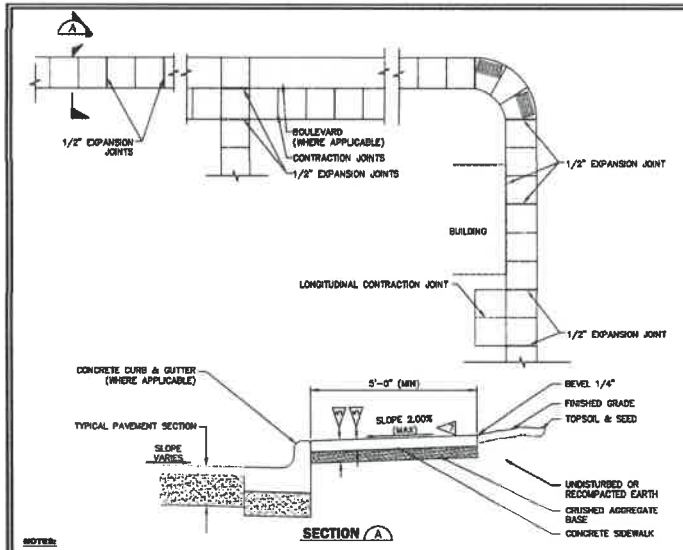
SECTION A

NOTES:

1. PLACE #4 REBAR @ 18" O.C. SUPPORTED BY 3" TALL CHAIRS IN ALL 6" CONCRETE.
2. SEE MPWSS 02529 FOR JOINT REQUIREMENTS.



RPA	SCALE: NONE	SHEET TITLE: DRIVEWAY APPROACH	PROJECT TITLE: STANDARD DRAWINGS *East Helena, Montana*	FIGURE: 16



SECTION A

NOTES:

1. PREFORMED SEMI-RIGID, CLOSED-CELL POLYPROPYLENE FOAM JOINT FILLER SHALL BE INSTALLED AT EXPANSION JOINTS FOR THE FULL THICKNESS OF THE SIDEWALK & WILL BE USED AT ALL JOINTS BETWEEN NEW CONCRETE SIDEWALK & STRUCTURES IN PLACE.
2. ALL JOINTS SHALL BE STRAIGHT AND PERPENDICULAR TO THE CENTERLINE & SURFACE OF THE SIDEWALK. ALL JOINTS, WHERE APPLICABLE, SHALL ALIGN WITH LIKE JOINTS IN ADJOINING WORK. JOINTS SHALL BE USED TO OUTLINE ALL PANELS IN THE SIDEWALK, WHICH SHALL BE, SO FAR AS POSSIBLE, SQUARE.
3. CONTRACTION JOINTS SHALL NOT BE MORE THAN 1/8" WIDE AND NOT LESS THAN 1" IN DEPTH & MAY BE CUT BY A GROOVE FORMING TOOL. CONTRACTION JOINTS WITHIN SIDEWALKS SHALL BE REQUIRED AT INTERVALS EQUAL TO THE WIDTH OF THE SIDEWALK OR CENTERLINE CONTRACTION JOINT WIDTH. CONTRACTION JOINTS SHALL HAVE A BEVELED 1/4" RADIUS.
4. ALL SIDEWALKS WIDER THAN 5'-0" SHALL HAVE A LONGITUDINAL CONTRACTION JOINT IN THE CENTERLINE OF THE SIDEWALK.
5. UNLESS OTHERWISE SPECIFIED, ALL SIDEWALKS SHALL BE 4" THICK & SHALL BE UNDERLAIN WITH 6" THICK BASE COURSE AS SPECIFIED OR 3/4" MINUS WASHED ROCK. WHERE SIDEWALKS CROSS DRIVEWAY APPROACHES, OR OTHER TRAFFIC AREAS, THE SIDEWALK SHALL BE 6" THICK UNDERLAIN BY 6" THICK BASE COURSE. ALL 6" THICK CONCRETE TO BE REINFORCED WITH #4 REBAR AT 18" O.C. EACH WAY. SEE FIGURE 18.
6. EXPANSION JOINTS IN SIDEWALKS SHALL BE REQUIRED AT 50'-0" INTERVALS O.C. FOR STRAIGHT SECTIONS. EXPANSION JOINTS ARE NECESSARY AT CHANGES IN SIDEWALK SLOPES, INTERCEPTS WITH DRIVEWAYS, OTHER SIDEWALKS & AT BEGINNING & ENDING LOCATIONS ON EACH POINT-OF-CURVATURE FOR RADII GREATER THAN 10'-0"
7. SLOPE SIDEWALKS 2.00% TO GUTTER OR BOULEVARD.
8. ALL NEW SIDEWALKS SHALL BE BACKFILLED IN SUCH A MANNER AS TO MATCH EXISTING OR NEW ADJACENT AREAS.
9. COMPACT ALL SUBGRADE AND BASE COURSE MATERIALS TO 95% OF STANDARD PROCTOR.
10. FOR SLAB AREAS, CONTRACTION OR CONSTRUCTION JOINTS SHALL BE SPACED A MINIMUM OF 8'-0" ON CENTER.
11. ALL NEW SIDEWALKS SHALL BE BROOM FINISHED. NO STAMPING, COLORING, OR OTHER EMBELLISHMENTS ARE ALLOWED.

RPA	SCALE: NONE	SHEET TITLE: CONCRETE SIDEWALK	PROJECT TITLE: STANDARD DRAWINGS *East Helena, Montana*	FIGURE: 20

NOTE:
CITY OF EAST HELENA ENGINEERING STANDARD DRAWINGS SHOWN ARE FOR INFORMATION ONLY. OTHER EAST HELENA ENGINEERING STANDARD DRAWINGS MAY APPLY TO THIS PROJECT.

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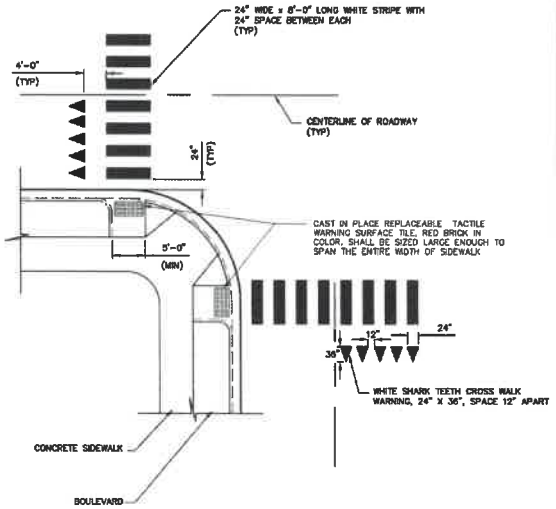
SAFE ROUTE TO EAST VALLEY MIDDLE SCHOOL

EAST HELENA PUBLIC SCHOOLS

CIVIL DETAILS

SHEET C2.1



NOTES:

1. CROSSWALK LOCATIONS VARY. LOCATIONS AND STRIPING DIMENSIONS ARE DEPENDANT UPON THE ORIENTATIONS OF THE SIDEWALK AND CURB RAMPS.
2. CROSSWALK AND SHARK TEETH MARKINGS (ONLY) SHALL BE REFLECTIVE THERMOPLASTIC. MATERIALS AND APPLICATION SHALL CONFORM TO SECTIONS 620 AND 714 OF THE MONTANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (CURRENT EDITION). THERMOPLASTIC MARKING MATERIAL SHALL BE EXTRUDED INTO CUT OR GROUND GROOVES (BILAD).
3. QUANTITIES OF STRIPES ARE DEPENDANT ON WIDTH OF ROAD.
4. PEDESTRIAN RAMPS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT/ACCESSIBILITY GUIDELINES FOR BUILDING AND FACILITIES.

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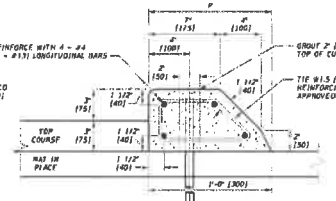
RPA

SCALE: NONE

SHEET TITLE: **TYPICAL PEDESTRIAN CROSSING**

PROJECT TITLE: **STANDARD DRAWINGS** *East Helena, Montana*

FIGURE: **21**



QUANTITIES (FOR ESTIMATING PURPOSES ONLY):
CONCRETE = 0.015 C.Y. PER 1.0' (0.037 m³ PER METER) OF CURB
REINF. STEEL = 2.7 LB. PER 1.0' (4.02 kg PER METER) OF CURB

P = AREA TO BE PAINTED, WHEN PAINTED CURB IS REQUIRED (127 SQ. FT. PER 100 FT. (38.3 m² PER 100 m) OF CURB)

3/4" DIA. x 24" (19 DIA. x 610) PLAIN BAR (MINIMUM OF TWO USED FOR EACH CURB SECTION, MAXIMUM SPACING 6.0 (1830)). 3/4" DIA. (#6) (19 DIA. (#19)) REBAR IS AN ACCEPTABLE ALTERNATIVE

OR

1/2" DIA. (#4) x 24" (13 DIA. (#13) x 610) REBAR (MINIMUM OF THREE USED FOR EACH CURB SECTION, MAXIMUM SPACING 3'-4" (1000))

TYPE "A" - MAT IN PLACE

CONSTRUCTION:

1. CURBS MAY BE CONSTRUCTED USING ANY OF THE FOLLOWING THREE METHODS:
   (1) PRECAST
   (2) CAST IN PLACE
   (3) CONSTRUCTED BY THE USE OF AN APPROVED CURB FORMING OR SLIP FORM MACHINE.
2. WHEN USING EITHER METHOD (2) OR (3), REINFORCING STEEL IS NOT REQUIRED. WITH THE EXCEPTION OF THE PINS, SCORE OR SAW CUT CURBS TO A DEPTH OF 1" [25] TO FORM CONTRACTION JOINTS AT INTERVALS OF 10 FT [3000] OR LESS. EXPAND 1/2" [13] MIN. WIDTH EXPANSION JOINTS COMPLETELY THROUGH CURB EVERY 100 FT. (± 30 FT.) [30 m (± 10 m)], AT INTERVALS EQUAL TO THE NEAREST MULTIPLE OF THE CONTRACTION JOINT INTERVAL AND FILL WITH PREFORMED EXPANSION JOINT FILLER MEETING SECTION 707.
3. FORM PRECAST CURBS IN THEIR INVERTED POSITION, IN LENGTHS NOT LESS THAN 4 FT. [1220], OR MORE THAN 10 FT. [3050].

MATERIAL:

1. CONSTRUCT CURBS WITH CLASS GENERAL CONCRETE OR AN APPROVED EQUIVALENT MIX.
2. EPOXY BINDER FOR GROUTING MUST MEET THE REQUIREMENTS OF (AASHTO M 235 (2.15 M)) (ASTM C 881 (881 M)).

UNITS SHOWN IN BRACKETS [] ARE METRIC AND ARE IN MILLIMETERS (mm) UNLESS OTHER UNITS ARE SHOWN.

DETAILED DRAWING
REFERENCE STANDARD SPEC SECTION 604, 707
DWG. NO 609-10

MEDIAN CONCRETE CURBS

MDT MONTANA DEPARTMENT OF TRANSPORTATION

NOTE:
CITY OF EAST HELENA ENGINEERING STANDARD DRAWINGS AND MONTANA DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS SHOWN ARE FOR INFORMATION ONLY. OTHER EAST HELENA ENGINEERING STANDARD DRAWINGS AND MONTANA DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS MAY APPLY TO THIS PROJECT.

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3836 CENTENNIAL DR. HELENA, MT 59601 Phone: (406)-442-5584

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50% REVIEW SET

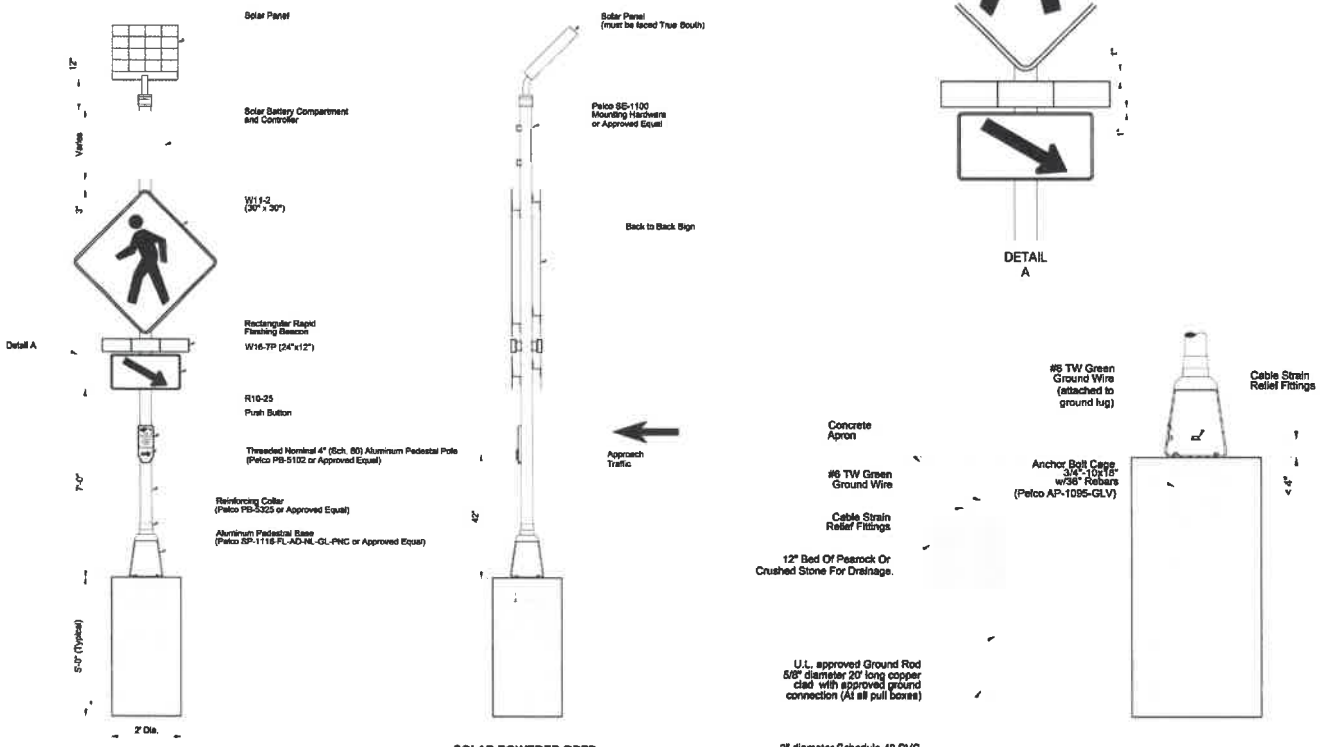
SAFE ROUTE TO EAST VALLEY MIDDLE SCHOOL

EAST HELENA PUBLIC SCHOOLS

CIVIL DETAILS (2)

SHEET C2.2

L:\1703-East_Helena_School_District\--CIVIL\01_Crosswalk_&_Sidewalk_TA_Grant\DWG\Proj_Sht\1703-01025 - CIVIL DETAILS (2).dwg, Plotted: Jul 01, 2025 - 4:03pm, lwalker



RECTANGULAR RAPID FLASHING BEACON TYPICAL DETAIL

NO SCALE

NOTE:
THIS STANDARD RECTANGULAR RAPID FLASHING BEACON DETAIL SHOWN IS FOR INFORMATION ONLY. THIS DETAIL MAY CHANGE FOR FINAL DESIGN.

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No.	DATE	DESCRIPTION	EOR	OCR
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50% REVIEW SET

SAFE ROUTE TO EAST VALLEY MIDDLE SCHOOL

EAST HELENA PUBLIC SCHOOLS

CIVIL DETAILS (3)

SHEET
C2.3

AGREEMENT
AWARE
205 E Park Ave.
Anaconda, MT 59711
406-563-8117

East Helena School District
226 E Clinton St
East Helena, MT 59635
Ph: 406-227-7700

School Based Home Support Services

This Home Support Services (HSS) Agreement is between AWARE **(MHC)** and East Helena **(School District).**

RECITALS

WHEREAS MHC provides an array of mental health services to emotionally disturbed youth and has extensive experience providing school-based services; and

WHEREAS the School District wishes to retain MHC to perform Home Support School Based Services (HSS) to students enrolled in the School District who are authorized to receive HSS services; and

WHEREAS MHC is willing and able to render said services to those students in the School District authorized to receive HSS services, pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

Section 1. Terms

This Agreement shall be effective as of July 1st 2025 and shall continue in effect through June 30, 2026, unless earlier terminated as provided in Section 11 below. HSS contract requirements as outlined in ARM 37.87.1415 are the sole responsibility of the MHC. HSS will operate on a twelve-month basis, including but not limited to months outside the school year, PIR days, school holidays, and evenings and weekends. MHC shall provide services during these times as needed.

Section 2. Mental Health Center Obligations

2.1. MHC agrees to render HSS services as provided herein and in accordance with the Statement of Work attached hereto as Exhibit I and incorporated by reference. For the purposes of this Agreement, Home Support Services or "HSS" shall mean mental health center services as defined in the State of Montana Administrative Rule 37.87.702.

2.2. MHC shall maintain clinical records including service documentation supporting the provision of HSS services.

2.3. MHC agrees to bill third party insurers, students, and/or student families for all HSS mental health

services provided to students as applicable to satisfy third party liability requirements and the requirements of any insurance coverage or other third-party payment sources. For those children ineligible for Medicaid and for children without a disability who are ineligible for a free appropriate public education under either Section 504 of the 1973 Rehabilitation Act or the Individuals with Disabilities Education Act , MHC will invoice the student and or the student's family for services rendered following the MHC fee schedule and/or sliding fee.

2.4. The HSS mental health services to be provided to students by MHC pursuant to this Agreement and the eligibility criteria and referral processes related to such services are separate and distinct from eligibility criteria, referral processes, and special education services provided free of charge pursuant to and as part of the Free Appropriate Public Education requirements of Section 504 of the 1973 Rehabilitation Act or the Individuals with Disabilities Education Act. School District agrees to cooperate with and assist MHC in providing information and documentation as necessary for MHC to demonstrate to third party insurers or other payers that the services provided under this Agreement are not services that a student is entitled to receive free of charge from School District.
In the event that any services provided by MHC under this Agreement are determined to be special education services that a student is entitled to receive free of charge from School District as part of the Free and Appropriate Public Education requirements of Section 504 of the 1973 Rehabilitation Act or the Individuals with Disabilities Education Act, an Individual Education Plan (IEP) will be developed by the School District and MHC will be paid by the School District for such services pursuant to the usual and customary schedule for HSS services.

2.5. MHC agrees to require staff to participate in IEPs or other processes related to mental health services as required by School District or by the child's guardian. MHC further agrees to ensure compliance with all confidentiality requirements under state and federal law the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

2.6. MHC agrees to provide HSS services during non-school business hours, including holidays, PIR, evenings/weekends, and over summer months when school is not in session based on the needs of the students and families enrolled in HSS services.

2.7. MHC will invite a School District Administrator or their designee to interviews of potential HSS staff and shall solicit and consider feedback regarding hiring decisions following interviews attended by a school district administrator or their designee .

Section 3. School District Obligations

3.1. School District agrees to provide MHC with office space. Please see Section 5 ("Space for MHC to Provide Services").

3.2. School District must describe the implementation of a school-wide positive behavior intervention and support program as described in ARM 37.87.1802(6) including: identifying youth who exhibit inappropriate behaviors to the degree that a positive behavior intervention plan is needed and youth at risk of, or suspected to have need of, mental health services; implementing and monitoring the progress of a positive behavior intervention plan for its effectiveness; and referring youth to the HSS program when positive behavior interventions and supports have not resulted in significant positive behavioral change or when a youth may have a clinical condition and may be in need of mental health services.

3.3. MHC completes all documentation within an Electronic Medical Record (EMR) that is internet-based. School District will ensure that adequate and reliable internet access is available to allow MHC to perform the functions of the EMR. To further define this provision please see Section 6 ("Technology").

3.4. School District can determine HSS staff access to school buildings during non-school business hours, including holidays, PIR, evenings/weekends, and over summer months when school is not in session.

3.5. School District will identify the role of the school counselor, school social worker, and school psychologist, as appropriate, in the provision of mental health services and supports to the youth, including coordination with HSS services.

3.6. The School District Administrator or their designee can attend interviews and/or set up follow up meetings with school district personal for potential HSS who will be in their buildings.

Section 4. Referral Process and Training

School District and MHC must specify a referral process that complies in all respects with the terms of this agreement that includes the HSS licensed or in-training mental health professional and a school administrator or designee. The parties must ensure youth have access to services prioritized according to acuity and need.

School District and MHC must describe annual training offered to school personnel, parents, and students concerning the following: HSS program and services; HSS referral process and criteria; signs and symptoms that indicate a need for mental health services for a youth; and confidentiality requirements under the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security, and the Health Information Technology for Economic and Clinical Health Act (HITECH). School District will train MHC staff in School District applicable policies and procedures.

Section 5. Space for MHC to Provide Services

School District agrees to provide a space and supports adequate to allow MHC to provide services to children, which may include items such as furniture and other aesthetics. In providing the space, School District agrees to respect the privacy of MHC by not installing or utilizing any observation equipment such as two-way mirrors or technology to monitor the space. The space should have reasonable acoustic privacy that provides reasonable confidentiality to children from neighboring spaces. MHC staff agree to utilize locking file cabinets or remove Protected Health Information (PHI) from the space and to protect PHI from being observed in the space in order for School District to provide services such as maintenance or housekeeping. MHC agrees to notify School District promptly of any potential or actual concerns regarding the space. MHC agrees not to make permanent modifications to the space (installing equipment, wall anchors, etc.) without consulting with School District.

School District agrees to provide limited access to the space (e.g., doors with limited locks) used exclusively by MHC. MHC understands that communal spaces such as conference rooms and group rooms may not conform to all of the provisions of this section and are hence exempted from such requirements. Both parties agree to resolve any conflicts of this section in a timely and cordial fashion with a focus on providing quality care to children.

School District agrees to provide MHC with office space and access to reliable internet to complete electronic records system. Computers can be provided by the school district or MHC based on school district needs.

Section 6. Technology

School District agrees to not utilize any audio or video recording equipment in spaces directly designated for MHC to provide services (e.g. in offices where therapy is provided). The parties recognize and agree that privacy is a crucial aspect of the care provided by MHC.

School District may provide access to Internet resources to the MHC in the form of wired or wireless connections. MHC requires that Internet traffic is not intercepted or curtailed in a way that would prevent reasonable access to complete the services noted in this Agreement, including utilizing methods such as SSL inspection that would allow School District to decrypt traffic without MHC being alerted. MHC recognizes that School District is subject to provisions of 47 U.S. Code § 254 - Universal Service including the Childhood Internet Protection Act ("CIPA"). While MHC is not subject to CIPA, MHC agrees to maintain a reasonable software solution that is actively and centrally monitored that will provide content filtering, security protection (IPS, Firewall, Anti-virus/malware, etc.) and include protections that would comply with CIPA requirements for offensive material. MHC shall not allow children to utilize MHC-owned equipment without supervision under any circumstance.

School District may provide MHC with access to a School District email account or other resources, in order to allow seamless scheduling and communication with children. School District may require MHC employees to agree to or sign an acceptable use agreement as long as the requirements do not inhibit any of the privacy or technology requirements of this Agreement. School District is responsible for determining appropriate access and disclosure of information within their own policy and procedures to MHC staff.

Section 7. Privacy and Compliance

MHC will provide services to children in this Agreement in accordance with all existing privacy and compliance required by MHC's normal business operations, including 45 CFR Parts 160 and 164 ("HIPAA Rule") and 42 CFR Part 2 ("Confidentiality of Substance Use Disorder Patient Records"). This Agreement does not modify in any way MHC's commitment to privacy or any legal requirements applicable to MCH that are related to privacy issues.

MHC will require a valid authorization (45 CFR § 164.508) to disclose PHI by an authorized party for a child receiving services in order to discuss any aspect of the child's services with School District. The authorized party may opt to restrict the disclosure to certain categories/types of information or deny disclosure entirely.

This Agreement recognizes that this School District is not a healthcare provider.

This Agreement recognizes that School District is required to comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) regarding student education records. MHC recognizes that an authorized release may be required for School District to share educational records with MHC. This Agreement does not modify in any way School District's obligation to relevant privacy and compliance requirements. School District and MHC agree to rely upon Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) And the Health Insurance Portability and Accountability Act of 1996 (HIPAA) To Student Health Records, most recent published edition, the December 2019 version of which can be found at https://rems.ed.gov/docs/2019%20HIPAA%20FERPA%20Joint%20Guidance.pdf in identifying and ensuring compliance by School District and MHC with applicable regulations. In the case of a dispute regarding such obligations, the joint guidance shall be conclusive in resolving such dispute.
School District's employees will respect the privacy of clients receiving HSS services and will inform and train their staff on basic privacy rules. MHC will respect the privacy of students of School District and advise on privacy questions and will train their staff on basic FERPA rules. School District and MHC will work to resolve any disputes regarding the sharing of information quickly as to not inhibit the services provided to children.

The Parties agree to neither use nor disclose, and to prevent disclosure to third parties, of confidential or proprietary information it has received from the other. No disclosure of such information shall be made without the

express written consent of that other party. The Parties agree to act in good faith to preserve the confidentiality contemplated hereunder, except as minimum necessary information required for an emergency situation may be disclosed where there is risk to the child or the health and safety of the public.

MHC and School District agree to promptly notify the other party in the case of a potential breach of information and to take immediate steps to mitigate the breach.

Section 8. Manner of Payment

MHC shall submit Medicaid billing for HSS reimbursement. MHC shall be permitted, subject to limitations herein and shall be responsible to bill students, student families, third-party insurers and other liable parties for services provided. As a condition of providing services to a student, MHC may require students, parents, or guardians of students to execute such documents as MHC deems appropriate, including but not limited to: treatment consent, assignments of insurance benefit, payment agreements, releases of information, and any Section 504 or IDEA requirements. MHC agrees that it will not bill School District and that School District will not be obligated to pay MHC any charges not obligated under Section 504 of the 1973 Rehabilitation Act or under the Individuals with Disabilities Education Act or not covered by Medicaid, third-party insurance, student parents or other liable parties or for any errors in billing made by MHC.

Section 9. Medicaid Repayment

In the event that, after MHC's receipt of payment from Medicaid. Medicaid determines for any reason through an audit MHC were not entitled under applicable state and federal laws, regulations, and rules to certain Medicaid payments for HSS services, then MHC shall be obligated to repay to Medicaid all payments.

Section 10. Status as Independent Contractors

This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both of the parties to recover third party or Medicaid payments. Each party to this Agreement shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein.

Ineligible for Employee Benefits. MHC and its employees shall not be eligible for any benefit available to employees of School District, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, TRS, savings plans and the like.

Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to MHC under this Agreement. MHC agrees to pay all state and federal taxes and other levies and charges for staff they employ. MHC agrees to defend, indemnify and hold School District harmless from any and all liability resulting from any failure to do so.

Section 11. Termination

Either party may terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within sixty (60) days of receipt of a notice from the non-defaulting party specifying such default. This Agreement may be terminated by School District or MHC without prior notice if: (i) Montana DPHHS for any reason terminates Medicaid coverage of the HSS program in the State of Montana, (ii), MHC does not meet federal and state HSS licensure and service requirements.

Either party may terminate this Agreement without cause by giving sixty (60) days' written notice to the other party.

Section 12. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, MHC shall immediately terminate the services hereunder, and shall deliver promptly to School District all property relating to the business and work of School District. Such property shall include but not be limited to all student records, office space, phone, computer, printer, internet, and reasonable office supplies.

Section 13. Changes

The parties agree to negotiate in good faith to revise this Agreement in the event of: (i) legislation or court action that affects this Agreement or State Medicaid Coverage, (ii) changes in the funds available that affect this Agreement, or (iii) other changes reasonably requested by School District necessary to make this Agreement consistent with federal and state Medicaid billing requirements. In the event the parties are not able to negotiate an equitable adjustment as a result of changes in the cost of MHC's services or are not able to negotiate a revision due to the other reasons set forth above, this Agreement shall immediately terminate.

Section 14. Standard of Performance

MHC warrants and represents that it possesses the skill and professional competence, licensure, expertise and experience to undertake the obligations imposed by this Agreement. MHC agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the applicable standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement. MHC agrees to complete a background check on all employees and to require that MHC employees comply with School District's drug/alcohol, anti-discrimination, and weapons policies.

Section 15. Indemnification

MHC agrees to defend, indemnify and hold School District harmless from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) which may arise, in whole or in part, out of: (i) the negligence or willful misconduct of MHC, its employees or agents, that occurs during its performance of its obligations under this Agreement, and/or (ii) a breach by MHC of its obligations under this Agreement.

School District agrees to defend, indemnify and hold MHC harmless from and against any and all claims, losses, liabilities or expenses (including without limitation attorneys' fees) that may arise, in whole or in part, out of: (i) acts or omissions of School District, its employees or agents, and/or (ii) a breach by School District of its obligations under this Agreement.

Section 16. Insurance

MHC agrees to carry, for the term of this Agreement, the following insurance in the amounts indicated with insurance carriers that are licensed in the state(s) where the services will be performed. [Note: counsel for each School District should judge the adequacy of the required coverage.]

i. COMMERCIAL GENERAL LIABILITY insurance for Bodily Injury and Property Damage for limits not less than $1,000,000 per occurrence / $2,000,000 aggregate operations, promises, independent contractors, products/completed operations, personal injury and advertising injury.

ii. BUSINESS AUTOMOBILE LIABILITY insurance with a combined single limit of not less than $1,000,000 for Bodily Injury and Property Damage for all owned, non-owned and hired vehicles.

iii. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY insurance in the state(s) where the work will be performed whether or not required by law with statutory, limits for workman's' compensation and limits not less than $1,000,000 each accident; $1,000,000 each employee; $1,000,000 each disease including occupational disease.

iv. PROFESSIONAL LIABILITY in the amount of $2,000,000.

A combination of primary and UMBRELLA/EXCESS liability policies will be acceptable in order to meet the required limits. All of the above policies shall be written on an occurrence form. Claims-made forms are not acceptable except for Professional Liability. Upon the request of School District, MHC will submit a standard ACORD Certificate of Insurance signed by an authorized agent or representative of the insurance companies evidencing that the above required policies and limits are in effect. All policies shall provide that the insurance coverage provided will be primary and noncontributory with any other applicable insurance. The policies (except for workers' compensation) shall name School District as an additional insured.

Section 17. Compliance

MHC represents that neither it nor any staff member who will provide services under this contract is presently suspended or debarred or proposed for suspension or debarment by any government agency or regulatory agency. MHC shall immediately notify School District of any future suspension, debarment or other disciplinary action taken against it or any staff member who provides services under this contract by any governmental agency or regulatory agency. As to staff, MHC shall not provide services under this contract by any individual who is subject to pending or final suspension, debarment or other disciplinary action taken by a governmental or regulatory agency having authority over such individual. As to MHC, any final suspension, debarment or other disciplinary action taken against it by any governmental agency or regulatory agency shall constitute grounds for immediate termination of this contract by School District.

MHC agrees to comply with all federal, state, and local statutes, regulations, ordinances, and rules, as well as any and all the School District policies and procedures relating, directly or indirectly, to MHC's performance hereunder, including but not limited to all applicable laws pertaining to equal employment opportunity and procurement integrity. MHC specifically agrees all hiring that it may undertake in performance of this Agreement will be made on the basis of merit and qualifications and that it will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

Section 18. Miscellaneous

18.1 Survival. Both parties' obligations pursuant to section 11 hereof shall survive the expiration or early termination of this Agreement.

18.2 Attorneys' Fees. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

18.3 Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written *agreement* executed by all of the parties hereto.

18.4 Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Montana. The parties agree that the venue for legal actions related to this Agreement shall be either in in the first judicial district state court or the United States District Court for the District of Montana, as applicable to the issues in dispute according to jurisdiction specified under state and federal law. If jurisdiction is proper for both state and federal court, jurisdiction and venue shall be in the first judicial district state court.

18.5 Assignment; Subcontracting. 0Neither this Agreement nor any duties or obligations hereunder shall be assigned, transferred, or subcontracted by MHC without the prior written approval of School District. Approval may be withheld in the sole and absolute discretion of School District.

18.6 Notices. All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the signature page to this Agreement. All notices will include a designated receiver, also inclusive in the address. Any notice sent by certified mail will be deemed to have been given five days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

18.7 Records; Inspection. MHC shall maintain books, records, and documents in accordance with federal and state medical documentation requirements, accounting procedures and practices that sufficiently and properly reflect the services rendered and funds expended in connection with this Agreement. MHC shall retain all medical service progress notes, student case files/medical records, financial and other records pertaining to its work under this Agreement for seven (7) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.

18.8 Partial invalidity. 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 without being impaired or invalidated in any manner.

18.9 HIPAA/HITECH Requirements: MHC recognizes that the School District is not a healthcare organization. MHC has an obligation as a covered entity to comply with HIPAA and HITECH federal regulations. MHC will require a release of information to be authorized for each client receiving CSCT services to disclose information to School District. Such a release will allow MHC to comply with records inspection and coordination of services outlined in the Agreement. MHC reserves the right to withhold information defined as PHI in 45 CFR 160.103 if a request compromises MHC's ability to remain compliant with HIPAA and HITECH federal regulations.

18.10 Client Privacy: School District agrees to protect the privacy of clients by limiting the discussion and disclosure of client information related to services provided by MHC to the minimum number of personnel necessary. School District agrees to notify MHC in a timely fashion of any potential or known unauthorized

disclosures of PHI or other confidential information. If School District requires collection and retention of records containing PHI outside of MHC a business associate agreement may become necessary.

18.11 Staffing: Due to workforce shortages, MHC will make reasonable efforts to keep HSS teams fully staffed. School District recognize that at times MHC will have vacant positions. MHC and School District will work together to ensure the youth needs are covered, as appropriate and within reasonable ability of MHC.

18.12 Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations, and understandings, whether oral or written.

IN WITNESS THEREOF, MHC has caused its name to be hereunto subscribed by its Representative and the said School District has caused its name to be hereunto subscribed by the Chairman of its Board and its Superintendent on the dates recorded below.

By: CEO Date

By: Superintendent Date

By: School Board – Chairman Date

EXHIBIT 1
STATEMENT OF WORK

MHC will provide, in partnership with School District, the following services and documented processes:

1. Meet all program requirements as required by the State and Federal standards for HSS.

2. Ensure all eligible children within the HSS sites, as appropriate, who meet the described criteria for service, are considered for admission to the program.

3. Provide as directed in ARM 37.87.1415, a specific enrollment process that includes the HSS licensed or in-training mental health professional and a school administrator or designee. Such enrollment process will ensure that a youth have access to services prioritized according to acuity and need. In addition, current case load considerations will be made in terms of a wait list and near-term discharges.

4. Ensure that all staff ratios and caseload requirements meet current State and Federal standards; In the case of unforeseen circumstance, MHC may temporarily stop providing HSS services when in absence of qualified staff to meet program requirements. When possible, MHC will provide unbundled services until qualified staff is retained.

5. Develop and implement a HSS plan of treatment in cooperation with School District for each child enrolled in HSS school based services. In accordance with ARM 37.87.1415, the role of the school counselor and the school psychologist, as appropriate will be identified in the provisions of mental health services and supports to youth including coordination with the HSS school based program.

6. Provide treatment, crisis management, and discharge planning services to enrolled children.

7. Provide 90-Day updates to the child's plan of treatment to the School District and pertinent agencies.

8. Provide for family involvement in treatment and discharge planning and in the course of treatment.

9. Provide continuing contact and information exchange with persons and agencies significantly involved in each child's treatment in accordance with HIPAA.

10. Ensure that all available financial resources for support of services including third party insurance and parent payment is utilized.

11. Bill all third parties for services provided to non-Medicaid eligible children including family members.

12. Ensure that service delivered is adequately documented to support the reimbursement received.

13. MHC offers year-round mental health services when clinically appropriate for the youth. The School District will ensure continued office space, and internet access.

_____ _____

CEO Date

_____ _____

Superintendent Date

FACILITY LEASE AGREEMENT

This Facility Lease Agreement is entered into in duplicate this 8th day of July, 2025 by and between East Helena Public Schools, District #9, P.O. Box 1280, East Helena, MT 59635 ("LESSOR"), and Rocky Mountain Development Council, Inc. (hereinafter referred to as Rocky), Box 1717, Helena, Montana 59624 ("LESSEE").

W I T N E S S E T H:

In consideration of the mutual promises and covenants set forth below, the Parties hereby agree as follows:

1. PREMISES: LESSOR hereby leases unto LESSEE a portion of LESSOR'S property, located as follows:

   Two Classrooms of the Eastgate Elementary School District #9, 4010 Gradestake, East Helena, MT 59635. The LESSEE will furnish the classroom with age appropriate supplies and equipment. The phone in the room belongs to the LESSOR. LESSEE staff will park in the assigned parking lot as directed by the principal. LESSEE staff will be allowed use of the Eastgate Elementary copy machine for small jobs and the Eastgate Elementary fax machine for local business. LESSEE staff will be allowed use of the gym per building schedule. LESSEE will also be allowed use of staff work areas to access computers that belong to the LESSOR. The LESSEE will furnish some developmentally appropriate playground equipment for the Eastgate Elementary School playground, which includes but is not limited to compliance with all Americans with Disabilities Act and the Consumer Product Safety Commission guidelines.

2. TERM: The term of this lease shall be a fixed and definite term of 12 months commencing July 1, 2025 and terminating on the June 30, 2026 unless terminated prior to that time in accordance with other provisions of this lease.

3. CONSIDERATION: In consideration for LESSOR's leases of the premises as outlined herein, LESSEE agrees to pay the sum of ten dollars ($10.00) per year as rental. The value of the space including utilities and janitorial services will be used to meet the LESSEE'S non-federal share.

4. USE OF THE PREMISES BY LESSEE: The leased premises, while they are in the possession of LESSEE, shall be occupied and used solely for a full-day Head Start class, classroom parent meetings, and children's screenings. The leased premises shall not be used for any other purposes without prior written consent of LESSOR. LESSEE shall not use the premises in any manner which will increase the risks covered by insurance on the premises or result in an increase in the rate of insurance or a cancellation of any insurance policy. LESSEE shall not carry on or permit on the premises any offensive, noisy, or dangerous activity, any hazardous materials or any nuisance, nor use the premises or allow the same to be used for any illegal or immoral purpose and agrees to conduct its activities on the premises in a manner that complies with all applicable laws, regulations, rules and ordinances of the federal, state and local

government. Further, LESSEE shall not engage in any activity or practice that constitutes illegal discrimination and agrees to comply with all applicable state and federal discrimination laws. LESSEE further agrees to indemnify and hold harmless the LESSOR with respect to any liability, costs or expenses (including attorneys' fees and costs) that the LESSOR might incur as a result of the failure of the LESSEE to fulfill its obligations under this paragraph.

5. INSPECTION, MAINTENANCE AND REPAIR: LESSOR will bear responsibility for maintenance and repairs, including repairs of any district-owned property in the premises, i.e., phone. LESSEE will be responsible for the purchase of maintenance items that would allow the young children served on the leased premises easier access and utilization, i.e., faucets in the restrooms. LESSOR will pay the cost of all janitorial services.

6. UTILITIES: LESSOR shall be responsible for all charges for gas, electricity, lights, heat, power, water, water testing and telephone or other communication and utility service used, rendered or supplied upon or in connection with the leased properties. All utilities will be registered in the name of East Helena Public Schools, District #9, 4010 Gradestake, East Helena, MT 59635.

7. TAXES: LESSOR shall pay any general real estate taxes or special assessments on the properties.

8. INSURANCE AND INDEMNIFICATION:

(a) LESSEE shall maintain $25,000 worth of coverage on the LESSEE'S property that is in the leased classroom.

(b) The LESSEE is required to supply the Business Office with proof of compliance with the Montana Workers' Compensation Act while performing work at the leased sites. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the LESSEE nor its employees are employees of the School District. The proof of insurance/exemption must be valid for the entire contract period and must be received by the East Helena Public Schools, District #9, 4010 Gradestake, East Helena, MT 59635 within 10 working days of the Request for Documents Notice.

Primary Insurance: The LESSEE'S insurance coverage shall be primary insurance as respect to the School District, its officers, officials, employees, and volunteers and shall apply separately to each project or location involving LESSEE activities. Any insurance or self-insurance maintained by the School District, its officers, officials, employees or volunteers shall be in excess of the LESSEE'S insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The LESSEE shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the LESSEE or its officers, agents, representatives, assigns

or subcontractors.

Additional Insured Status: The School District, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the LESSEE including the insured's general supervision of the LESSEE; products and completed operations; premises owned, leased, occupied, or used.

(a) LESSOR, its agents and employees, shall not be liable for any loss, damage, injury, or other casualty to the person or property of anyone, including LESSEE, on or off the premises, arising out of or resulting from LESSEE'S negligence. The LESSEE hereby agrees to indemnify and hold harmless LESSOR, its agents and employees from and against any and all claims, demands, liabilities, suits, or actions, including all reasonable expenses and attorney fees incurred by or imposed upon LESSOR in connection therewith for such loss, damage, injury, or other casualty arising from the LESSEE'S negligence. LESSEE agrees to pay all reasonable expenses and fees incurred by LESSOR in the event that LESSEE shall default under the provisions of this paragraph.

(b) LESSEE, its agents and employees, shall not be liable for any loss, damage, injury, or other casualty to the person or property of anyone on or off the premises, arising out of or resulting from LESSOR'S negligence. The LESSOR hereby agrees to indemnify and hold harmless LESSEE, its agents and employees from and against any and all claims, demands, liabilities, suits, or actions, including all reasonable expenses and attorney fees incurred by or imposed upon LESSEE in connection therewith for such loss, damage, injury, or other casualty arising from the LESSOR'S negligence. LESSOR agrees to pay all reasonable expenses and fees incurred by LESSEE in the event that LESSOR shall default under the provisions of this paragraph.

9. LESSEE'S RIGHT TO ALTER AND IMPROVE: The LESSEE shall not erect or place upon the leased premises any permanent or temporary structures, nor alter the existing premises in any fashion, without prior written consent of the LESSOR.

10. ASSIGNMENT, SUBLETTING, AND ENCUMBRANCES: LESSEE shall not assign this lease, or mortgage, encumber, or sublet the demised premises or any part thereof and shall not allow any lien or encumbrance to be placed upon its leasehold interest or any part thereof without the prior written consent of LESSOR.

11. SURRENDER; END OF TERM: LESSEE unconditionally covenants, warrants and represents that on or before the last day of the fixed term of this lease, or on what may otherwise be the last day of the term of this lease prior to that time under the termination provisions set forth herein, it will peaceably and quietly leave and surrender the leased premises in the condition as they are now, ordinary wear and tear excepted. Upon expiration of the term of this lease, any and all rights of the LESSEE in and to the leased premises shall terminate.

12. HOLDING OVER: In the event that LESSEE fails to fulfill its obligations under Paragraph 11 above or for any reason shall otherwise hold over after the expiration of

the term of this lease, said hold over shall be deemed a breach of this agreement and shall not be deemed to operate as a renewal or extension of this lease in any fashion.

13. DEFAULT; LESSOR'S REMEDIES: The LESSEE understands and agrees that if it defaults in the performance of any obligations, covenants or agreements herein, such default shall be considered a breach of this lease by LESSEE, and should LESSEE fail to cure such default and remedy such breach within fifteen (15) days of the receipt by LESSEE of written notice from LESSOR, then LESSOR, at its option, may exercise any of the following remedies in addition to any other remedies to which it may be entitled:

(a) LESSOR may immediately terminate this lease and enter and regain possession of the leased premises, and LESSOR shall be entitled to recover from LESSEE any costs, damages or other expenses incurred by LESSOR due to such breach, and

(b) It is mutually agreed that, in the event of any breach of this lease, LESSOR may pursue, at its option, any available remedies, or none of them, and that all such remedies, are considered to be cumulative and that LESSOR may pursue any other remedy and enforce any other right to which it may be by law entitled.

(c) Any of LESSEE'S personal property remaining on the premises following LESSOR's retaking of possession of the premises may be stored by LESSOR at LESSEE'S sole expense.

(d) Upon termination of this lease pursuant to this paragraph, all rights of LESSEE in and to the premises shall terminate.

14. ATTORNEY'S FEES: In the event of any action at law or in equity between LESSOR and LESSEE to enforce any of the provisions and/or rights hereunder, the party in default covenants and agrees to pay to the non-defaulting party all costs and expenses, including reasonable attorneys fees and costs incurred thereby.

15. NOTICE: Any notice required under this lease shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered mail in a postpaid envelope, addressed to LESSEE at 200 South Cruse Avenue, PO Box 1717, Helena, Montana 59624 and to LESSOR at East Helena Public Schools, District #9, 4010 Gradestake, East Helena, MT 59635 or at such other address as the party to receive notice may direct in writing.

16. ENTRY BY LESSOR: LESSEE shall permit LESSOR and its agents to enter the leased premises at any time to inspect the same and to make such repairs to the leased premises as LESSOR is obligated or may elect to make. The LESSOR shall endeavor to enter and perform work in the leased spaces in a manner and at times that minimize the disruption of class activities.

17. LESSEE'S ACCEPTANCE OF PROPERTY: LESSEE warrants and represents that it has conducted a thorough inspection prior to acceptance, and has documented and knows the condition of the leased premises and acknowledges that it has received the

same in the present "at is" condition, and that no representation, statement or warranty, express or implied, has been made by or on behalf of LESSOR as to such condition or repair, or as to the use that may be made of such properties. Lessee is responsible for all costs associated for improvements required to meet compliance with applicable codes, licensing, and operating permits.

18. SUCCESSORS: All the terms, covenants and conditions hereof shall be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

19. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS: In the event that LESSEE shall fail to perform after demand by LESSOR, including LESSEE'S obligation to vacate and surrender the premises at the end of the term of this lease, LESSOR shall be authorized to perform any such obligations of the LESSEE under this lease. In the event LESSOR shall perform any such obligations or shall make any expenditure for which LESSEE is responsible, then such costs shall be the responsibility of the LESSEE.

20. LESSEE'S PERFORMANCE OF LESSOR'S OBLIGATIONS: In the event that LESSOR shall fail to perform after demand by LESSEE, LESSEE shall be authorized to perform any such obligations of the LESSOR under this lease. In the event LESSEE shall perform any such obligations or shall make any expenditure for which LESSOR is responsible, then such costs shall be the responsibility of the LESSOR.

21. WAIVER: The waiver of any breach of any covenant, condition or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenants condition of stipulation. Any failure of LESSOR to enforce rights or to seek remedies upon any default of LESSEE with respect to the obligations of LESSEE hereunder, or any of them, will not prejudice or affect the rights or remedies of the LESSOR in the event of any subsequent default of LESSEE.

22. INTEGRATION/COMPLETE AGREEMENT: This lease agreement sets forth all the covenants, promises, agreement, conditions and understandings, between LESSOR and LESSEE concerning the leased premises, and there are no covenants, promises, agreements, conditions and understandings relating the lease of these premises, either oral or written, between them other than herein set forth. Except as herein otherwise provided, no subsequent alterations, amendment, change or addition to this lease agreement shall be binding upon LESSOR and LESSEE unless reduced to writing and signed by them.

23. CANCELLATION: The notice must be delivered to the other Party, postage prepaid, by certified or registered mail, at the address specified for that Party in this lease or by personal delivery to that Party. The giving of the notice required herein shall not release either Party from full and faithful performance of all terms and conditions of this lease during the continuing occupancy of LESSEE after the notice of termination but before LESSEE actually vacates the premises.

24. DISPUTE RESOLUTION: The Director of the Head Start Program and the East

Helena School District #9 Superintendent will endeavor to resolve any disputes between the LESSEE and LESSOR that may arise through this lease agreement.

ROCKY MOUNTAIN DEVELOPMENT COUNCIL-- (LESSEE)

By:_____

Printed Name:_____

Title:_____

EAST HELENA SCHOOL DISTRICT NO. 9 -- (LESSOR)

By:_____
Chairman, EHPS Board of Trustees

ATTEST:_____
District Clerk