



NOTICE OF PUBLIC MEETING

The Lewis and Clark Board of County Commissioners Public Meeting will be held on Tuesday, February 10, 2026 at 9:00 AM in Commission Chambers, Rm 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**

2. **Consent Action Items**

3. **Action Items**

a. **[Ordinance 2026-1 Amending the Lewis and Clark County Community Decay Ordinance. \(Beth Norberg\)](#)**

The Commissioners will consider the second reading of the amendments to the Lewis and Clark County Community Decay Ordinance.

b. **[Contract Between Lewis and Clark County and the National Association of Pretrial Service Agencies \(NAPSA\). \(Bob Bussey\)](#)**

The Commissioners will consider the contract with NAPSA for national accreditation in the amount of \$21,971. The contract will begin upon approval by both parties through up to 24 months.

c. **[Contract Between Lewis and Clark Public Health and Missoula City-County Health Department. \(Sarah Sandau\)](#)**

The Commissioners will consider the contract with Missoula City-County Health Department in the amount of \$5,835 for Missoula to provide Nurse Supervision for the Nurse Family Partnership Program. The contract term was October 2025 through December 2025.

d. **[Grant Application to the National Environment Health Association-Federal Drug Administration \(NEHA FDA\) Retail Flexible Funding Model Grant Program. \(Sarah Sandau\)](#)**

The Commissioners will consider the grant application to the National Environment Health Association-Federal Drug Administration (NEHA FDA) Retail Flexible Funding Model (RFFM)

Grant Program. The grant period is April 1, 2026 through March 31, 2027, in the amount not to exceed \$15,500.

e. **[Grant Application to the AARP Community Challenge Grant Program. \(Sarah Sandau\)](#)**

The Commissioners will consider the grant application to the AARP Community Challenge Grant Program for their Capacity Building Microgrant. The grant period would be June 10, 2026 through December 15, 2026, in the amount not to exceed \$2,500.

f. **[Grant Application to the Montana Department of Environmental Quality. \(Sarah Sandau\)](#)**

The Commissioners will consider the grant application to the Montana Department of Environmental Quality for their Nonpoint Source funding opportunity. The grant period is October 1, 2026 through April 31, 2028, in the amount not to exceed \$30,000.

g. **[Board Appointment. \(Connor Fitzpatrick\)](#)**

The Commissioners shall consider appointing either Ray Miller or David R. Williams to a vacancy on the Canyon Creek Rural Fire District.

4. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**

5. **Adjourn**

ADA NOTICE

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- kgrose@lccountymt.gov
- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303



Health Department Lewis and Clark County

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE: Ordinance 2026-1 Amending the Lewis and Clark County Community Decay Ordinance. (Beth Norberg)

EXECUTIVE SUMMARY: The Commissioners will consider the second reading of the amendments to the Lewis and Clark County Community Decay Ordinance.

COVER SHEET

[Staff memo_CommDecayOrd.pdf](#)
[Ordinance 2026-1 to Control Community Decay \(1st Reading signed\).pdf](#)
[HB0742.001.001_Amendments-in-Context_final-full.pdf](#)
[AN ORDINANCE TO CONTROL COMMUNITY DECAY \(mark-up\).pdf](#)
[Public Comment Received - LCC_County_Decay_Ordinance 2_3_2026.pdf](#)



MEMORANDUM

TO: Board of County Commissioners
FROM: Drenda Niemann, Health Officer
Date: December 23, 2025
Re: Update to the Lewis and Clark County Community Decay Ordinance

The 2025 Legislature enacted HB 742 which altered the Community Decay statutes. Namely, the bill (effective Jan 1, 2026) limits citizen complaints to those living within a ¼ mile radius of the property and, if a county takes community decay complaints, they require 3 complaints before an on-site inspection unless the Board of County Commissioners determines it is a public health issue.

The County Attorney's Office has prepared draft amendments to the Lewis and Clark County Community Decay ordinance to align with the updates to the state statute. The commissioners will be presented with these changes on the first reading on January 8, 2026, a 30-day public comment period will open, then the commissioners will hear the changes and summary of public comments for a second and final reading on February 10, 2026.

Attachments include:

- HB742
- Marked-up version of the Lewis and Clark County Community Decay Ordinance
- Clean version of the Lewis and Clark County Community Decay Ordinance

ORDINANCE NO. 2026 - 1

AN ORDINANCE TO CONTROL COMMUNITY DECAY

WHEREAS, Section 7-5-2111, MCA gives counties the authority to regulate, control, and prohibit conditions that contribute to community decay; and

WHEREAS, the Lewis and Clark County Commissioners have determined there is a need for a comprehensive ordinance to control community decay in Lewis and Clark County outside the boundaries of incorporated cities; and

WHEREAS, the Lewis and Clark County Commissioners originally adopted a community decay ordinance on March 17, 1987, and amended said ordinance on July 31, 2008; and

WHEREAS, the Lewis and Clark County Commissioners desire to adopt a new community decay ordinance in accordance with legislative amendments to Section 7-5-2111, MCA:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF LEWIS AND CLARK COUNTY, STATE OF MONTANA:

1. PURPOSE

The purpose of this ordinance is to regulate, control, and prohibit conditions that contribute to community decay on or adjacent to public roadways within the unincorporated areas of Lewis and Clark County.

2. DEFINITIONS

The following definitions apply to this ordinance:

- (a) "Abate" means to eliminate or remove all of the conditions that constitute a violation of this ordinance.
- (b) "Adjacent to any public roadway" means a property that directly abuts or shares a border with a public road right-of-way.
- (c) "BOCC" means the Lewis and Clark Board of County Commissioners.
- (d) "Community decay" means a public nuisance created by allowing rubble, debris, junk, or refuse to accumulate resulting in conditions that are injurious to health, indecent, offensive to the senses, or obstruct the free use of property so as to interfere with the comfortable enjoyment of life or property. "Community Decay," as used in this ordinance, may not be construed or defined to apply to normal farming, ranching, or other agricultural operations or to a farm, ranch, or other agricultural facility, or any appurtenances thereof, during the course of its normal operations, or to normal activities at a shooting range.
- (e) "Department" means the City-County Health Department or its designee.
- (f) (1) "Junk Vehicle" means a motor vehicle, including component parts:
 - i. that is discarded, ruined, wrecked, or dismantled;

- ii. that, except as provided in subsection (f)(2), is not lawfully and validly licensed, and
- iii. that remains inoperative or incapable of being driven.

(2) If a vehicle is permanently registered under MCA § 61-3-562 and meets the criteria for a junk vehicle under subsection (f)(1), the vehicle is a junk vehicle.

- (g) “Nuisance” has the meaning contained in Section 27-30-101, MCA (2005).
- (h) “Owner” means an individual, firm, partnership, company, association, corporation, city, town, or any other entity, whether organized for profit or not, owning any land, easement, or right-of-way as recorded in the official record of the clerk and recorder.
- (i) “Person” means an individual, firm, partnership, company, association, corporation, city, town, or any other entity, whether organized for profit or not.
- (j) “Public nuisance” means a nuisance that affects, at the same time, an entire community or neighborhood or any number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

3. VIOLATIONS

It shall be a violation of this ordinance to allow or maintain conditions that contribute to community decay on or adjacent to any public roadway within Lewis and Clark County.

Conditions that may contribute to community decay include, but are not limited to, the following:

- (a) Metal Fixtures, Vehicles, Appliances, and Related Items. The storage or accumulation of iron, metal, component vehicle and machine parts, junk vehicles, household appliances, barrels, and other salvaged metal items.
- (b) Boxes, Building Materials, and Related Items. The storage or accumulation of cardboard, packing material, construction and building material, demolition waste, concrete or concrete blocks, or other similar materials.
- (c) Recreational Vehicles. The storage or accumulation of wrecked, ruined, or dismantled snowmobiles, four wheelers, camp trailers, pedal bikes, motorbikes, and boats or their component parts.
- (d) Modular or Mobile Homes, Sheds, Buildings. The storage, accumulation, or presence of mobile or permanent structures that are uninhabited and dilapidated due to neglect or inattention.
- (e) Garbage or Trash. The storage or accumulation of trash or garbage that is not contained in a garbage receptacle.
- (f) Furniture. The storage, accumulation, or presence of household furniture not designed for outdoor use.
- (g) The storage or accumulation of raw materials, equipment parts, or bulk commodities.
- (h) Other Rubble, Debris, Junk, or Refuse. The storage or accumulation of any other rubble, debris, junk, or refuse meeting the definition of community decay.

4. ENFORCEMENT AND ABATEMENT

This ordinance may be enforced pursuant to the following procedures:

- (a) Upon receipt of complaints from at least three property owners located within one-fourth of a mile from the property for which the complaints are filed, the Department may inspect the property alleged to be in violation of this ordinance and shall determine whether a violation exists. The BOCC may determine that a condition is a health violation that may affect the surrounding community and procedures to regulate, control, or prohibit the condition may commence without receiving the required three (3) complaints.
- (b) If the Department determines that a violation of this ordinance exists, the Department shall notify the owner of the property, in writing, of the violation. The notice shall be sent by certified mail or served on the owner of the property by a law enforcement officer and shall conform to the "Contents of Notice" section of this ordinance.
- (c) Within fifteen (15) working days from the receipt of the notice, the owner of the property in violation may submit, in writing, a plan of abatement to the Department. Such plan may be approved, approved with modifications, or disapproved by the Department. If approved or approved with modifications, further enforcement under this ordinance shall be deferred for the period specified in the abatement plan. The proposed abatement plan shall include the following:
 1. type of abatement proposed;
 2. date abatement is to commence;
 3. reasons abatement cannot be completed within thirty (30) days after receipt of the notice of violation;
 4. date abatement is to be complete.
- (d) The owner of the property in violation shall have thirty (30) days from the receipt of the notice to abate the violation or be in the process of abatement in accordance with an abatement plan approved by the Department.
- (e) After thirty (30) days from the receipt of the notice by the owner of the property in violation, the Department shall determine whether the violation has been abated or is in the process of abatement in accordance with an approved abatement plan.
- (f) If the property owner fails to abate the conditions constituting community decay within thirty (30) days or within the time period specified in the approved abatement plan, the Department shall send the property owner written notification of the property owner's failure to abate the violation. The notification shall be sent by certified mail or served on the owner of the property by a law enforcement officer and shall provide the property owner with ten (10) additional days to complete abatement.
- (g) If the property owner fails to complete abatement of the violation within ten (10) days, as described in subsection (f), the Department may petition the Justice Court for a show

cause hearing. at the hearing, the Justice Court shall determine whether proper notice was made and whether a violation of this ordinance existed at the end of the 10-day period referenced in subsection 4(f). If the Justice Court determines a violation existed at the end of the 10-day period, the court shall issue an order authorizing the Department to enter upon the property and abate the violation.

- (h) The Department shall assess the actual costs of abatement incurred by the Department to the property owner. Nonpayment of the assessment shall become a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes.

5. CONTENTS OF NOTICE

The notice of violation shall state the following:

- (a) That the Department has determined a violation of this ordinance exists on the property;
- (b) The nature of the violation and its location;
- (c) The name of the property owner and any other person the Department determines to be responsible for abatement;
- (d) The steps necessary to abate the violation;
- (e) The date abatement must be completed in the absence of an approved abatement plan;
- (f) That failure to comply with the notice within the time specified, unless extended by an approved abatement plan, enables officers and employees of Lewis and Clark County to enter upon the property for the specific purpose of abating the violation.
- (g) That Lewis and Clark County is authorized to assess the property owner for the actual costs of the abatement and nonpayment of the assessment becomes a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes.

6. APPEAL PROCESS

District Court. Persons aggrieved by a decision of the Justice Court may appeal to the First Judicial District Court for review pursuant to Section 3-10-115, MCA. The appeal must be filed within 30 days after the decision of the Justice Court.

7. COMMUNITY DECAY FUND

Any liens collected under the provisions of this ordinance shall be paid to the Lewis and Clark County Treasurer and placed to the credit of a fund to be known as the "Community Decay Fund."

8. SEVERABILITY

Should any court declare any part of this ordinance unconstitutional or invalid, the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid, shall remain in effect.

READ and adopted at first reading this 8 day of January, 2026 by the Lewis and Clark County Board of County Commissioners, State of Montana.

**FOR LEWIS AND CLARK COUNTY
BOARD OF COUNTY COMMISSIONERS**

(Seal)

BY 
Tom Rolfe, Chair

Attest:


Amy Reeves, Clerk of the Board

(Effective date of ordinance 30 days after second reading and adoption in accordance with 7-5-105, MCA)

READ and adopted at second reading this ___ day of _____, 2026 by the Lewis and Clark County Board of County Commissioners, State of Montana.

**FOR LEWIS AND CLARK COUNTY
BOARD OF COUNTY COMMISSIONERS**

BY _____
Tom Rolfe, Chair

(Seal)

Attest:

Amy Reeves, Clerk of the Board

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HOUSE BILL NO. 742

INTRODUCED BY S. GIST, E. TILLEMAN, C. SPRUNGER

A BILL FOR AN ACT ENTITLED: "AN ACT REVISING LOCAL GOVERNMENT NUISANCE LAWS; REQUIRING A MINIMUM COMPLAINT THRESHOLD BEFORE A COUNTY OFFICER MAY CONDUCT SITE INSPECTIONS; FURTHER DEFINING "PUBLIC NUISANCE"; AMENDING SECTIONS 7-5-2111 AND 7-5-4104, MCA; AND PROVIDING A DELAYED EFFECTIVE DATE."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Section 7-5-2111, MCA, is amended to read:

"7-5-2111. Control of community decay. (1) The governing body of a county may regulate, control, and prohibit conditions that contribute to community decay on or adjacent to any public roadway within the county by adoption of an ordinance that substantially complies with the provisions of 7-5-103 through 7-5-107.

(2) An ordinance adopted under subsection (1) may include time limits for removal or shielding of such conditions as considered appropriate by the governing body.

(3) (a) Except as provided in subsection (3)(b), if the governing body of a county allows for community decay complaints to be filed by citizens, complaints must be received by at least three property owners located within one-fourth of a mile from the property for which the complaint is filed before an officer of the county may conduct a site inspection.

(b) If the governing body of a county determines that a condition is a health violation that may affect the surrounding community, the governing body may proceed to regulate, control, or prohibit the condition without receiving citizen complaints as required in subsection (3)(a).

~~(3)~~(4) Nothing in this section restricts the governing body from enacting community decay controls affecting only portions of the county.

~~(4)~~(5) Nothing in this section or 7-5-2110 may be construed to abrogate or affect the provisions of any lawful ordinance, regulation, or resolution that is more restrictive than the provisions of this section or 7-5-2110.

AN ORDINANCE TO CONTROL COMMUNITY DECAY

WHEREAS, Section 7-5-211, MCA gives counties the authority to regulate, control, and prohibit conditions that contribute to community decay; and

WHEREAS, the Lewis and Clark County Commissioners have determined there is a need for a comprehensive ordinance to control community decay in Lewis and Clark County outside the boundaries of incorporated cities; and

WHEREAS, the Lewis and Clark County Commissioners ~~have determined the originally adopted a~~ community decay ordinance ~~passed by the Board of Commissioners~~ on March 17, 1987, ~~and amended said ordinance on July 31, 2008 is inadequate to address current needs in the county;~~ and

WHEREAS, the Lewis and Clark County Commissioners desire to adopt a new community decay ordinance ~~in accordance with legislative amendments to Section 7-5-111, MCA:~~

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF LEWIS AND CLARK COUNTY, STATE OF MONTANA:

1. PURPOSE

The purpose of this ordinance is to regulate, control, and prohibit conditions that contribute to community decay on or adjacent to public roadways within the unincorporated areas of Lewis and Clark County.

2. DEFINITIONS

The following definitions apply to this ordinance:

- (a) "Abate" means to eliminate or remove all of the conditions that constitute a violation of this ordinance.
- (b) "Adjacent to any public roadway" means a property that directly abuts or shares a border with a public road right-of-way.
- (c) "BOCC" means the Lewis and Clark Board of County Commissioners.
- (d) "Community decay" means a public nuisance created by allowing rubble, debris, junk, or refuse to accumulate resulting in conditions that are injurious to health, indecent, offensive to the senses, or obstruct the free use of property so as to interfere with the comfortable enjoyment of life or property. "Community Decay," as used in this ordinance, may not be construed or defined to apply to normal farming, ranching, or other agricultural operations or to a farm, ranch, or other agricultural facility, or any appurtenances thereof, during the course of its normal operations, or to normal activities at a shooting range.

- (e) “Department” means the City-County Health Department or its designee.
- (f) (1) “Junk Vehicle” means a motor vehicle, including component parts:
 - i. that is discarded, ruined, wrecked, or dismantled;
 - ii. that, except as provided in subsection (f)(2), is not lawfully and validly licensed, and
 - iii. that remains inoperative or incapable of being driven.
- (2) If a vehicle is permanently registered under MCA § 61-3-562 and meets the criteria for a junk vehicle under subsection (f)(1), the vehicle is a junk vehicle.
- (g) “Nuisance” has the meaning contained in Section 27-30-101, MCA (2005).
- (h) “Owner” means an individual, firm, partnership, company, association, corporation, city, town, or any other entity, whether organized for profit or not, owning any land, easement, or right-of-way as recorded in the official record of the clerk and recorder.
- (i) “Person” means an individual, firm, partnership, company, association, corporation, city, town, or any other entity, whether organized for profit or not.
- (j) “Public nuisance” means a nuisance that affects, at the same time, an entire community or neighborhood or any number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

3. VIOLATIONS

It shall be a violation of this ordinance to allow or maintain conditions that contribute to community decay on or adjacent to any public roadway within Lewis and Clark County. Conditions that may contribute to community decay include, but are not limited to, the following:

- (a) Metal Fixtures, Vehicles, Appliances, and Related Items. The storage or accumulation of iron, metal, component vehicle and machine parts, junk vehicles, household appliances, barrels, and other salvaged metal items.
- (b) Boxes, Building Materials, and Related Items. The storage or accumulation of cardboard, packing material, construction and building material, demolition waste, concrete or concrete blocks, or other similar materials.
- (c) Recreational Vehicles. The storage or accumulation of wrecked, ruined, or dismantled snowmobiles, four wheelers, camp trailers, pedal bikes, motorbikes, and boats or their component parts.
- (d) Modular or Mobile Homes, Sheds, Buildings. The storage, accumulation, or presence of mobile or permanent structures that are uninhabited and dilapidated due to neglect or inattention.

- (e) Garbage or Trash. The storage or accumulation of trash or garbage that is not contained in a garbage receptacle.
- (f) Furniture. The storage, accumulation, or presence of household furniture not designed for outdoor use.
- (g) The storage or accumulation of raw materials, equipment parts, or bulk commodities.
- (h) Other Rubble, Debris, Junk, or Refuse. The storage or accumulation of any other rubble, debris, junk, or refuse meeting the definition of community decay.

4. ENFORCEMENT AND ABATEMENT

This ordinance may be enforced pursuant to the following procedures:

- (a) Upon receipt of ~~a~~ complaints from at least three property owners located within one-fourth of a mile from the property for which the complaints are filed, or upon observation of conditions showing that community decay may exist upon a property within Lewis and Clark County, the Department ~~shall~~may inspect the property alleged to be in violation of this ordinance and shall determine whether a violation exists. The BOCC may determine that a condition is a health violation that may affect the surrounding community and procedures to regulate, control, or prohibit the condition may commence without receiving the required three (3) complaints.
- (b) If the Department determines that a violation of this ordinance exists, ~~(a health violation that may affect the surrounding community),~~ the Department shall notify the owner of the property, in writing, of the violation. The notice shall be sent by certified mail or served on the owner of the property by a law enforcement officer and shall conform to the “Contents of Notice” section of this ordinance.
- (c) Within fifteen (15) working days from the receipt of the notice, the owner of the property in violation may submit, in writing, a plan of abatement to the Department. Such plan may be approved, approved with modifications, or disapproved by the Department. If approved or approved with modifications, further enforcement under this ordinance shall be deferred for the period specified in the abatement plan. The proposed abatement plan shall include the following:
 1. type of abatement proposed;
 2. date abatement is to commence;
 3. reasons abatement cannot be completed within thirty (30) days after receipt of the notice of violation;
 4. date abatement is to be complete.

- (d) The owner of the property in violation shall have thirty (30) days from the receipt of the notice to abate the violation or be in the process of abatement in accordance with an abatement plan approved by the Department.
- (e) After thirty (30) days from the receipt of the notice by the owner of the property in violation, the Department shall determine whether the violation has been abated or is in the process of abatement in accordance with an approved abatement plan.
- (f) If the property owner fails to abate the conditions constituting community decay within thirty (30) days or within the time period specified in the approved abatement plan, the Department shall send the property owner written notification of the property owner's failure to abate the violation. The notification shall be sent by certified mail or served on the owner of the property by a law enforcement officer and shall provide the property owner with ten (10) additional days to complete abatement.
- (g) If the property owner fails to complete abatement of the violation within ten (10) days, as described in subsection (f), the Department may petition the Justice Court for a show cause hearing. at the hearing, the Justice Court shall determine whether proper notice was made and whether a violation of this ordinance existed at the end of the 10-day period referenced in subsection 4(f). If the Justice Court determines a violation existed at the end of the 10-day period, the court shall issue an order authorizing the Department to enter upon the property and abate the violation.
- (h) The Department shall assess the actual costs of abatement incurred by the Department to the property owner. Nonpayment of the assessment shall become a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes.

5. CONTENTS OF NOTICE

The notice of violation shall state the following:

- (a) That the Department has determined a violation of this ordinance exists on the property;
- (b) The nature of the violation and its location;
- (c) The name of the property owner and any other person the Department determines to be responsible for abatement;
- (d) The steps necessary to abate the violation;
- (e) The date abatement must be completed in the absence of an approved abatement plan;

- (f) That failure to comply with the notice within the time specified, unless extended by an approved abatement plan, enables officers and employees of Lewis and Clark County to enter upon the property for the specific purpose of abating the violation.
- (g) That Lewis and Clark County is authorized to assess the property owner for the actual costs of the abatement and nonpayment of the assessment becomes a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes.

6. APPEAL PROCESS

District Court. Persons aggrieved by a decision of the Justice Court may appeal to the First Judicial District Court for review pursuant to Section 3-10-115, MCA. The appeal must be filed within 30 days after the decision of the Justice Court.

7. COMMUNITY DECAY FUND

Any liens collected under the provisions of this ordinance shall be paid to the Lewis and Clark County Treasurer and placed to the credit of a fund to be known as the “Community Decay Fund.”

8. SEVERABILITY

Should any court declare any part of this ordinance unconstitutional or invalid, the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid, shall remain in effect.

February 3, 2026

Dear Beth and Lewis and Clark County Commissioners –

The following comments have been prepared in opposition to the proposed changes to AN ORDINANCE TO CONTROL COMMUNITY DECAY. Please accept these comments as public response for the record.

There is more work to be done on ordinance and enforcement process to enable effective management of the multiplying decay conditions in Lewis and Clark County. The decaying conditions are specifically relevant outside the city limits. The timing of the proposed changes may provide an opportunity for LCC to create a new effective process providing positive impact for residents and potential residents.

AN ORDINANCE TO CONTROL COMMUNITY DECAY

WHEREAS, Section 7-5-211, MCA gives counties the authority to regulate, control, and prohibit conditions that contribute to community decay; and

WHEREAS, the Lewis and Clark County Commissioners have determined there is a need for a comprehensive ordinance to control community decay in Lewis and Clark County outside the boundaries of incorporated cities; and

- **AN ORDINANCE TO CONTROL COMMUNITY DECAY** - The introduction clearly defines the intention of the original and existing ordinance. The following input and comments are based upon the original intent of this document.

WHEREAS, the Lewis and Clark County Commissioners ~~have determined the originally adopted a~~ community decay ordinance ~~passed by the Board of Commissioners~~ on March 17, 1987, ~~and amended said ordinance on July 31, 2008 is inadequate to address current needs in the county;~~ and

WHEREAS, the Lewis and Clark County Commissioners desire to adopt a new community decay ordinance in accordance with legislative amendments to Section 7-5-111, MCA:

- The subject ordinance was last revised in 2008. Many of us who remember living in Helena in 2008 know significant growth and changes have taken place to the “Helena area” since 2008. The recommended changes being proposed replace the reporting criteria with more restrictive reporting criteria. The enforcement has not been effected by the proposed changes. The burden of these changes align with the legislative amendments referenced. The proposed changes are not beneficial to the public or residents living and traveling through the decayed areas. LCC would receive the benefit of fewer “qualifying complaints” from residents.

4. ENFORCEMENT AND ABATEMENT

This ordinance may be enforced pursuant to the following procedures:

- (a) Upon receipt of ~~a~~ complaints from at least three property owners located within one-fourth of a mile from the property for which the complaints are filed, or upon observation of conditions showing that community decay may exist upon a property within Lewis and Clark County, the Department ~~shall~~ may inspect the property alleged to be in violation of this ordinance and shall determine whether a violation exists. The BOCC may determine that a condition is a health violation that may affect the surrounding community and procedures to regulate, control, or prohibit the condition may commence without receiving the required three (3) complaints.
- (b) If the Department determines that a violation of this ordinance exists, ~~(a health violation that may affect the surrounding community),~~ the Department shall notify the owner of the property, in writing, of the violation. The notice shall be sent by certified mail or served on the owner of the property by a law enforcement officer and shall conform to the “Contents of Notice” section of this ordinance.
- (c) Within fifteen (15) working days from the receipt of the notice, the owner of the property in violation may submit, in writing, a plan of abatement to the Department. Such plan may be approved, approved with modifications, or disapproved by the Department. If approved or approved with modifications, further enforcement under this ordinance shall be deferred for the period specified in the abatement plan. The proposed abatement plan shall include the following:
 1. type of abatement proposed;
 2. date abatement is to commence;
 3. reasons abatement cannot be completed within thirty (30) days after receipt of the notice of violation;
 4. date abatement is to be complete.

Section 4(a) Enforcement and Abatement Comments –

- 1) The change of increasing the required number of people from 1 to 3 places additional burden on the already affected property owners/tenants.
 - a. First, identifying 3 owners/tenants/people who may be willing to coordinate and engage is a challenge.
 - b. No reasonable person wants to be identified as the instigator and potentially subject themselves, property or animals to potential retaliation.
 - c. The current ordinance with requirements of a single resident filing a complaint isn't effective due to risk of potential retaliation.
 - d. The ordinance is ineffective as it is not enforced by LCC, not because more than one person is needed to file the complaint.

- e. The ordinance is ineffective with the current content and enforcement. I would welcome a chance to take the BOCC on a site-seeing trip through the NW Helena Valley area (as an example) to enlighten them on the extent of the problem. This is only one area among others.
 - f. Most of us don't know our neighbors within a ¼ mile and would be hard pressed to have a sensitive conversation with them to report an offending neighbor (who could be their friend, relative, inlaw or "outlaw").
 - g. Making the reporting more restrictive is not a benefit to the residents. The additional restrictions only lessen the number of complaints received by Lewis and Clark County.
 - h. Is the problem with this ordinance the excessive number of people reporting problems or the inability of LCC to enforce it? IF there is high volume of complaints coming into LCC, it may be because the public is saying there is a problem and asking for help to address.
 - i. Relevant to section (a) – The Department ~~shall~~ insert may inspect the property. If the department has a valid complaint – it should not be an option to inspect (may).
- 2) Why is it the public's responsibility to identify and report decay for LCC? Infractions are clearly defined in under Section 3 VIOLATIONS a-h of the ordinance. Is the problem the reporting or the enforcement?
- 3) Let's address the second proposed change which limits the reporting area. Currently the 1. PURPOSE defines the regulation area as "on or adjacent to public roadways within the unincorporated areas of LCC". This is visible to residents who reside in the area, travel through the area as well as prospective developers or buyers (protection of our housing investments).
- a. The proposed change of the "3 complainants" having to live within ¼ mile of the offender's property has created more restrictions on the public rather than on LCC to enforce the issue.
- 4) The ordinance should be edited to include property tenants along with property owners. The number of non-resident owners in today's environment may add to the decay instances.

7. COMMUNITY DECAY FUND

Any liens collected under the provisions of this ordinance shall be paid to the Lewis and Clark County Treasurer and placed to the credit of a fund to be known as the "Community Decay Fund."

Section 7 COMMUNITY DECAY FUND – Is there a method to review the past 5 years accounting for this fund?

- How many instances have occurred which reached this level of the process each year over the past 5 years, or since 2008 (year this ordinance was approved)?
- Following the data may help to better understand the effectiveness or ineffectiveness of implementing Section 5(g).
- Analyzing the total annual recovery revenue collected each year against the total cost to remediate. Shouldn't this be publicly disclosed to assist the public in making a reasonable decision to keep or make changes which make a difference?
- Is there an opportunity to drive additional revenue for LCC with a clean-up effort rather than continuing to raise property taxes with no identifiable benefit to residents?

Thank you for your time in considering these comments.

Kim D'Arcy – Resident of LCC



Criminal Justice Services Lewis and Clark County

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE:

Contract Between Lewis and Clark County and the National Association of Pretrial Service Agencies (NAPSA). (Bob Bussey)

EXECUTIVE SUMMARY:

The Commissioners will consider the contract with NAPSA for national accreditation in the amount of \$21,971. The contract will begin upon approval by both parties through up to 24 months.

COVER SHEET

[NAPSAAAccredStaffReport.pdf](#)

[NAPSA Accreditation Contract - Lewis Clark County 1.21.26 \(003\).pdf](#)

[CJS-NAPSA CCS-ch.pdf](#)

Kellie McBride
Criminal Justice Services Director

(406) 447-8380 Office
kmcbride@lccountymt.gov



Law and Justice Center
406 Fuller Avenue
Helena, Montana 59623

<https://www.lccountymt.gov/CJS>

Lewis and Clark County

Department of Criminal Justice Services
Criminal Justice Coordinating Council

STAFF REPORT

Date: February 5, 2026
To: Board of County Commissioners
From: Bob Bussey
Re: NAPSA Accreditation

County Commission Hearing:

Tuesday, February 10, 2026, at 9:00am

I. EXECUTIVE SUMMARY:

The National Association of Pretrial Service Agencies (NAPSA) established a commission on accreditation in 2011 with the purpose of establishing comprehensive national standards for pretrial programs and implementing a voluntary program of accreditation to measure compliance with these standards.

Six programs in the United States currently hold NAPSA accreditation, with one program currently seeking accreditation/reaccreditation. Accreditation of Lewis & Clark County's Pretrial Program will provide us with the opportunity to ensure national pretrial release standards are being implemented to their fullest extent. Accreditation benefits include an external assessment of program strengths and weaknesses, the establishment of measurable criteria, defense against outside interests, and improved staff training and development.

NAPSA Accreditation requires Lewis & Clark County to conduct an accurate self-assessment on policy alignment with NAPSA standards, provide one or more persons to assist NAPSA Auditors, and provide all necessary documents, files, records and other data required by NAPSA in accordance with Montana State law. Similarly, NAPSA agrees to provide two auditors to conduct a formal assessment of our compliance, promptly analyze all compliance data, and measure all compliance data against NAPSA standards before determining whether accreditation is warranted.

The accreditation contract is associated with a fee of \$13,650 and travel costs not to exceed \$8,321. The Department of Criminal Justice Services has budgeted for these fees.

II. REQUEST:

To approve and sign the contract between NAPSA and Lewis & Clark County.

III. STAFF RECOMMENDATION:

Approve.

IV. ATTACHMENTS:

- NAPSA Accreditation contract



National Association of Pretrial Services Agencies

CONTRACT FOR ACCREDITATION SERVICES BY NAPSA TO LEWIS AND CLARK COUNTY (MT) CRIMINAL JUSTICE SERVICES

This Agreement (“**Agreement**”) is entered into between Lewis and Clark County (MT) Criminal Justice Services at 406 Fuller Avenue Ste. 346, Helena MT, 59601 (“**Applicant**”), and the National Association of Pretrial Service Agencies (“**NAPSA**”), a not-for-profit corporation, at 601 Pennsylvania Avenue NW, Suite 985, Washington DC, 20004.

The Applicant and NAPSA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid NAPSA by the Applicant hereinafter specified, agree to be bound by the provisions, terms, and covenants contained herein.

WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE

- 1.1. The purpose of this Agreement is to establish the relationship between, and set the responsibilities of, the parties to the Agreement: (a) by measuring the Applicant’s compliance with the NAPSA Accreditation Standards on Pretrial Release (hereinafter, “**Accreditation Standards**”) and other resources, such as the Pretrial Release Program Accreditation Standards Checklist, to determine if the Applicant is eligible for accredited status through NAPSA; and, (b) by maintaining compliance with those Standards by which they were accredited until the agency is reaccredited.
- 1.2. As it relates to Accreditation, the purpose of this Agreement is to maintain the relationship between, and set the continued responsibilities of the parties to this Agreement by maintaining NAPSA’s role of assessing the Applicant’s compliance with applicable Accreditation Standards established by NAPSA.
- 1.3. The Applicant and NAPSA are responsible for complying with all terms and conditions of this Agreement during the Accreditation process.

2. APPLICANT RESPONSIBILITIES

The Applicant agrees to:

- 2.1. Provide all information reasonably necessary for NAPSA to perform its obligations under this Agreement, so far as the same may be provided in accordance with laws, regulations, and applicable ordinances, using its best and independent judgment in good faith, as requested by NAPSA.
- 2.2. Provide all documents, files, records, and other data as required by NAPSA so far as the same may be provided in accordance with laws of the State in which the Applicant is located and applicable regulations, and ordinances of the county and locality, or municipality, in which the Applicant is located.



National Association of Pretrial Services Agencies

- 2.3. Conduct an accurate self-assessment as to the degree of compliance with the Accreditation Standards and other approved materials that pertain to agency functions and certify to the accuracy of the results provided to NAPSA.
- 2.4. Provide one or more persons to assist NAPSA's representatives, hereafter referred to as "**Auditors**", in making the necessary inquiries and assessments of agency information relative to compliance with the Accreditation Standards, provide access to files and records, and provide necessary facilities that are requested by the Auditors.
- 2.5. Following the Applicant's onsite assessment, the Auditors assigned to the accreditation or reaccreditation of the Applicant will provide the NAPSA Accreditation Commission a written report and recommendation for accreditation or reaccreditation. The NAPSA Accreditation Commission will utilize this report to award or deny accreditation or reaccreditation. In the event the Commission may need to discuss the report findings with the Applicant, the Applicant will telephonically and/or virtually attend a business meeting of the NAPSA Accreditation Commission. If an agency representative cannot attend the scheduled meeting, the Applicant may request a continuance of the review to the next scheduled general meeting.
- 2.6. The effective date of accreditation or reaccreditation, if awarded, shall be the date of the final vote by the Accreditation Commission. Any questions regarding this procedure should be brought to the attention of NAPSA by the Applicant's program manager as soon as practicable.

3. NAPSA'S RESPONSIBILITIES

NAPSA agrees to:

- 3.1. Provide necessary documentation, forms and instructions regarding the accreditation and reaccreditation process.
- 3.2. Develop and maintain specific requirements and prescribed Standards for Accreditation. The applicable Accreditation Standards are posted on the NAPSA website (www.napsa.org).
- 3.3. Provide two Auditors for the purpose of conducting a formal assessment as to the Applicant's compliance with NAPSA Accreditation Standards.
- 3.4. Promptly analyze all compliance data and advise the Applicant of: (a) any need for additional information; or (b) the results of the formal assessment.
- 3.5. Measure all compliance data against NAPSA's Accreditation Standards and certify the Applicant as accredited or reaccredited if the relevant Accreditation Standards are met and compliance verified by the Auditors.
- 3.6. If the Applicant is accredited or reaccredited, provide a letter and framed certificate evidencing such accreditation to the Applicant's program manager.



National Association of Pretrial Services Agencies

- 3.7. Notify the Applicant if the Applicant is not accredited or reaccredited by NAPSA following an examination of compliance with the applicable Standards and provide the Applicant with the reasons for such determination.

4. TIME PERIOD COVERED BY THIS AGREEMENT

- 4.1. This Agreement shall take effect when the Applicant's Chief Executive Officer, or authorized representative, and NAPSA's authorized representative sign the Agreement.
- 4.2. The terms and covenants of this Agreement shall terminate in the following circumstances:
 - 4.2.1. Failure by the Applicant to achieve accreditation/reaccreditation within 24 months of signing this Agreement or failure to become reaccredited thereafter; or except as provided in Section 4.3; or
 - 4.2.2. Upon written notice by the Applicant that the Applicant intends to withdraw from the accreditation/reaccreditation process; or
 - 4.2.3. Upon termination pursuant to Section 5.2 hereof; or
 - 4.2.4. Upon notification pursuant to Section 13 hereof, that the Applicant cannot maintain compliance with Accreditation Standards set forth by NAPSA; or
 - 4.2.5. Upon failure of the Applicant to pay all fees and costs required by this Agreement relating to the Applicant's accreditation or reaccreditation within the time mandated, except that the Agreement may be extended pursuant to Section 4.3; or
 - 4.2.6. Upon expiration or revocation of the Applicant's accredited/reaccredited status.
- 4.3. The Applicant may submit a written request to the NAPSA to extend this Agreement in order to comply with the relevant Accreditation Standards for accreditation or reaccreditation. NAPSA, in its discretion, may grant an extension in accordance with the Agreement Extension Policy.

5. MODIFICATIONS

- 5.1. There shall be no modifications to this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.
- 5.2. The Applicant recognizes and acknowledges that it will be necessary for NAPSA to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the Accreditation Standards and procedures thereto and hereby agrees to endorse all modifications and amendments. In the event the Applicant refuses to comply with any modifications or amendments, NAPSA reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, within twenty (20) days of such refusal.

6. TIME AND MANNER OF PAYMENT



National Association of Pretrial Services Agencies

- 6.1. Payment is a fee of \$13,650 which must be paid in full prior to the start of the formal assessment.
- 6.2. Over and above the fee paid to NAPSA in Section 6.1, the Applicant agrees to pay NAPSA for actual travel expenses (air travel, ground transportation, parking), hotel expenses (including room and applicable taxes), and federal per diem rate for meals and incidental expenses (M&IE) for each Assessor to conduct the on-site assessment. Total travel for both Assessors shall not exceed \$8,321 without explicit written authorization by the Applicant.
 - 6.2.1. The fee in Section 6.1. and the payment of expenses provided in Section 6.2, includes one trip by NAPSA Auditors to the Applicant for on-site assessment. Should there be a need for follow up visit(s) from NAPSA Auditors to successfully complete the NAPSA accreditation due to the Applicant failing to meet compliance, all expenses for follow up visit(s) will be the responsibility of the Applicant. The above-mentioned total travel cost (maximum of \$8,321) would apply for follow up visits.
- 6.3. The Applicant shall not be responsible for any overtime or other salary costs associated with Auditors performing duties in connection with this Agreement.
- 6.4. The Applicant agrees that any and all fees submitted will be forfeited if the Applicant does not become Accredited within two (2) years or withdraws from the process before the completion unless an extension is granted pursuant to Section 4.3 above.

7. NAPSA AS AN INDEPENDENT CONTRACTOR

In all matters pertaining to this Agreement, NAPSA is acting as an independent contractor, and neither NAPSA, nor any officer, employee, agent of NAPSA, will be deemed an employee of the Applicant. The selection and designation of the personnel of NAPSA as it relates to performance of its responsibilities under this Agreement shall be made by NAPSA.

8. WARRANTY NOT INTENDED OR IMPLIED

- 8.1. It is understood that NAPSA's award of accreditation or reaccreditation does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant with all applicable Standards of accreditation and further, that it is not a substitute for the Applicant's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.
- 8.2. NAPSA makes no representations or warranties, expressed or implied, of the benefit of any person or entity with regard to any aspect of the Standards contained herein.

9. LIMITATION OF NAPSA LIABILITY

Upon accreditation or reaccreditation of Applicant pursuant to Section 3.0 et. seq., neither NAPSA, its Board of Directors, nor any officer, employee, or agent shall be held liable or responsible for the failure of the Applicant to maintain, monitor, train, report or document the compliance of Applicant with regard to any and all Pretrial Release Accreditation Standards including, but not limited to, personnel practices, organization and management, pretrial release program Standards and/or pretrial release program



National Association of Pretrial Services Agencies

supervision Standards. The provisions of the paragraph will survive the expiration or earlier termination of this agreement.

10. INTEGRATION

This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

11. SEVERABILITY

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

12. CHOICE OF LAW

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the District of Columbia.

13. MAINTAINING THE APPLICANT'S ACCREDITED/REACCREDITED STATUS

13.1. If the Applicant is awarded accredited or reaccredited status by NAPSA, the Applicant agrees to remain in compliance with those Accreditation Standards under which accreditation or reaccreditation are awarded. New or amended Accreditation Standards on Pretrial Release are effective upon approval by NAPSA; however, agencies have one year to achieve compliance with new or revised Standards. Compliance by Applicant with new and amended Standards must be demonstrated at their next formal assessment following the approval date. After an award of accreditation or any reaccreditation, the Applicant is required to: (a) file a brief annual report that certifies its continuing compliance on a form approved by NAPSA; and (b) promptly notify NAPSA when it cannot maintain compliance with Standards under which it was accredited or reaccredited, and the reasons why.

13.2. If NAPSA determines that reasonable grounds exist to believe an agency is not in compliance with the Accreditation Standards under which accreditation was awarded, NAPSA may require an immediate assessment at any time during the Applicant's accreditation period at the expense of the Applicant. If the assessment demonstrates that the Applicant is not in compliance with the Accreditation Standards under which it was accredited, NAPSA may take action regarding the Agency's accredited status as NAPSA deems appropriate, up to and including revocation of accreditation.

14. WAIVER

Any waiver by NAPSA of any breach of this Agreement by the Applicant shall relate only to that particular breach and shall not amount to a general waiver.



National Association of Pretrial Services Agencies

15. NOTICE

Any notice between parties shall be in writing to the addresses as specified in the preamble to the Agreement or to such other address, including email addresses, as either party may specify in writing in accordance with this section.

16. HEADINGS

The headings to this Agreement shall not be deemed part of it and shall not in any way affect its construction.

17. CONSENT TO BE BOUND

- 17.1. The Applicant has read and agrees to and accepts the Accreditation Standards set forth by the National Association of Pretrial Service Agencies.
- 17.2. The person signing on behalf of the Applicant hereby represents and warrants that he/she has the power and the authority to execute this Agreement and to bind the Applicant to all terms and conditions set herein.

18. DISPUTE RESOLUTION

All disputes arising under this Agreement pertaining to the enforcement, execution, or any other actions, relative to this Agreement or any other standard, rule, or regulation of NAPSA pertaining to the accreditation process and the maintenance of accreditation thereafter that cannot be resolved informally between NAPSA and Applicant shall be resolved through mediation with the American Arbitration Association. If the dispute is not resolved, then the parties may proceed by civil litigation to obtain judicial determination.

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed on this 10th day of February, 2026.

Tom Rolfe, Lewis and Clark County Commissioner

IN WITNESS WHEREOF, the NAPSA Board of Directors has caused this Agreement to be executed by its Executive Director, Wendy Venvertloh, on this 22nd day of January, 2026.

Signature of Wendy Venvertloh
Executive Director
National Association of Pretrial Service Agencies



CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant for signature. This form does not apply to grant awards, grant contracts, sub-awards, intergovernmental agreements, or leases. Include this completed form as an attachment in Peak Agenda when submitting to the BOCC for contract authorization. Retain this document in the office's/department's contract file.

Office or Department: **Criminal Justice Services**

Project Name/Agenda Title: **NAPSA Accreditation**

Total Contract Value: **\$21,971**

Procurement Method: **Small Purchase**

Procurement Exception: **Select From Menu**

Standard Lewis and Clark County Contract Template: YES NO

If "NO" above, legal review completed by County Attorney's Office:

Public Works Contract: YES NO

- Montana Prevailing Wage Requirements:
- Davis-Bacon Requirements:
- Performance/Payment Bond Requirements:
- Contract Work Hours Requirements:

Budget Authority: YES NO Fund Code: **23042532-5003910**

Grant Funded: YES NO Funding Source: _____

Funding Pass-through Conditions Exhibit: _____ Award/Contract #: _____

Unique Entity Identifier (UEI): _____

Debarment/Suspension Check Date: _____

- Cloud-based Services (e.g., SaaS, PaaS, IaaS):
- Network Switch:
- Network Connected:
- Camera:
- Software Subscription:
- Door Security:
- Internet Connection:
- Alarm:

Comments:
Contract with the National Association of Pretrial Service Agencies (NAPSA) for national accreditation of Lewis & Clark County's pretrial program.

Elected Official/Director

Procurement Officer

Finance Officer

Grants Officer

IT&S



**Health Department
Lewis and Clark County**

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE:

Contract Between Lewis and Clark Public Health and Missoula City-County Health Department. (Sarah Sandau)

EXECUTIVE SUMMARY:

The Commissioners will consider the contract with Missoula City-County Health Department in the amount of \$5,835 for Missoula to provide Nurse Supervision for the Nurse Family Partnership Program. The contract term was October 2025 through December 2025.

COVER SHEET

[BoCC Memo Commission Mtg NFP Missoula.pdf](#)
[Missoula Signed Contract FY26.pdf](#)
[Contract Cover Sheet Missoula-ch-AM.pdf](#)



Memo to the Board of County Commissioners

Date: 2/10/2026

To: Board of County Commissioners

From: Sarah Sandau, ssandau@lccountymt.gov, (406) 457-8960

Subject: Contract Between Lewis and Clark Public Health and Missoula City-County Health Department (Sarah Sandau)

The Commissioners will consider the contract with Missoula City-County Health Department in the amount of \$5,835 for Missoula to provide Nurse Supervision for our Nurse Family Partnership Program. The timeline for the contract is October 2025-December 2025.

The funds to cover this contract come from our Healthy Montana Families task order from the Montana Department of Public Health and Human Services grant that was previously approved by the Commission.

The Nurse Family Partnership program provides a home visiting nurse for women who qualify to provide advice and information during pregnancy and up until the child is 2 years of age. Home visiting programs help build skills and tools for new parents in the Lewis and Clark County area. Marisa is our nurse in the Nurse Family Partnership Home Visiting program, and she is funded to serve 19 families.

To carry out the Nurse Family Partnership (NFP) Home Visiting program, our nurse needs to have a nurse supervisor that is trained and active in the model. NFP model fidelity requires NFP trained Nurse Supervisors with a maximum ratio of 1 supervisor to 8 nurse staff with a minimum of a halftime nurse supervisor dedicated to NFP. This can be a barrier for implementing the program. That is why for almost 10 years, we have partnered with Missoula City-County Health Department to hire the nurse supervisor and contract for supervision. Lewis and Clark Public Health and Missoula City-County Health Department share the 0.5 FTE Supervisor between our two locations for cost savings.

This contract is only for one quarter because, as a state there are now fewer home visitors in the program, allowing us to serve Missoula, Lewis and Clark, and Yellowstone with one supervisor. Starting January 2026, all nurses for the Nurse Family Partnership program will be supervised by a Nurse Supervisor from Billings. This will lead to even more cost savings for each of the three participating health departments as well as cost savings for the state who covers the licensing fees. The contract with Riverstone will come before you shortly.

The reason this contract with Missoula is coming after the project period is due to a few factors. The state provided us with the task order late into the federal fiscal year, which delayed drafting the contract. This potential combining only became aware to the three health departments late September, so it took time to discuss if this would work for each department's budgets and what



Lewis & Clark
**Public
Health**

1930 Ninth Avenue
Helena, MT 59601

406-457-8900

www.LewisAndClarkHealth.org

contracts would look like. Then, it took time for our legal and Missoula's legal to review, and for Missoula to sign. The work from Missoula was performed in good faith for this contract signature.

Staff recommend approval.

LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between Lewis and Clark Public Health, hereinafter referred to as "the County", and Missoula City-County Health Department, a division of Missoula County, hereinafter referred to as "Contractor", identified as follows:

Organization Name: Missoula City-County Health Department
 Organization Type: Local Government
 Principal Contact: Jenn Kirscher
 Mailing Address: 301 W Alder St, Missoula, MT 59802-4123
 Telephone Number: (406) 258-4960
 E-mail Address of Principal Contact: jkirscher@missoulacounty.us

Collectively, the "Parties".

Contractor will provide either a Social Security Number or an Employer Identification Number on IRS Form W-9 as provided by law.

1. Purpose

The County desires to enter into this Professional Services Agreement (PSA) with Contractor for services desired, in return for the compensation stated. Contractor will provide remote nurse supervision and data entry for the Nurse-Family Partnership (NFP) home visiting program in Lewis and Clark County. To this end, the parties mutually agree as follows.

2. Relationship of the Parties

The Parties are political subdivisions of the State of Montana.

This Agreement is not intended to constitute or create a joint venture, partnership or formal business organization of any kind whatsoever among and between the parties, and their respective rights and obligations will be only those expressly set forth herein. Neither party will have any authority to bind the other except to the extent authorized herein.

Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent contractor with respect to the other. Employees and agents of each party will not be deemed to be employees or agents of the other party. Contractor will perform or provide its services free from the supervision, direction or control of the County.

Contractor is required to comply with the provisions of the Montana Worker's Compensation Act and shall provide proof of compliance as provided in Paragraph 9.

3. Required Work or Product

The Contractor shall provide the specific services, tasks, or work products shown on the attached Exhibit A, which lists the scope of services relating to this Agreement. By this reference, Exhibit A is made a part of the Agreement.

4. Performance Schedule and County Assistance

Contractor shall perform the services identified in Exhibit A of this Agreement between the 1st day of October, 2025, and the 31st day of December, 2025.

County may, by written change order, request changes within the general scope of this Agreement in the schedule, specifications, or quantity of work to be performed hereunder, and Contractor shall be entitled to a reasonable period of time to perform or provide said changes. Additional fees will be charged to the County for such changes as set out in Exhibit A.

County's Responsibilities - County shall be responsible for assisting with the performance of this Agreement by doing or providing the following:

- a. County will:
 - i. Set up an appropriate workspace for staff who are to implement the Program;
 - ii. Establish appropriate telecommunications and computer capabilities for staff;
 - iii. Recruit and hire Nurse Home Visitors with input from Nursing Supervisor;
 - iv. Establish a network of referral sources who may refer low-income, first-time mothers to NFP;
 - v. Enroll clients that meet the criteria specified in Model Elements;
 - vi. Establish a network of social services that can provide support to County's Clients;
 - vii. Work with media to ensure timely and accurate communication to the public about the Program and its implementation by County;
 - viii. Inform the community and build support for the County, the Program, and Program Benefits;
 - ix. Establish strong, stable, and sustainable funding for County operations;
 - x. Utilize NFP's Internet-based discussion forum to share learning with other entities that are implementing the Program.
- b. County will keep the Contractor informed of implementation issues that arise.
- c. County will ensure that all NFP team nurses attend, participate in, and/or complete education programs required by NFP, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by NFP.
- d. County will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of an NFP-educated Nurse Home

Visitor) until after she/he has completed education on the Program, Program Benefits, Model Elements, use of the national NFP data base, (FLO), and implementation of the Program for mothers who are pregnant.

- e. County will implement the Program in accordance with Home Visit Guidelines including:
 - i. Ensure enrollment of the appropriate caseload for Nurse Home Visitors according to their FTE, model guidelines, and contracted caseload within nine to twelve months of beginning implementation and make best efforts to maintain that level of enrollment on an ongoing basis.
 - ii. Maintain the established visit schedule; and
 - iii. Ensure that the essential Program content as described in the Home Visit Guidelines is covered with Clients by Nurse Home Visitors.
- f. County will ensure the availability of appropriate, fully functioning computer systems and software for communication with Contractor.
- g. County will ensure that Nurse Home Visitors (a) collect required data on client visits and that a system is in place to enter it in FLO completely and accurately within one week of each client visit and (b) enter any other data for FLO completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary. Failure of Contractor to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.
- h. County will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for County's implementation of the Program.
- i. Contractor and/or NFP will periodically assess the extent to which County is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for County to improve its results by strengthening Fidelity to the Model, Contractor and/or NFP staff will meet with County supervision and mutually develop an improvement plan.
- j. Abide by the terms of the Business Associate Agreement, attached hereto as Exhibit B.

5. Place where service will be rendered

Contractor will perform most services in accordance with this Agreement at a location of Contractor's discretion. In addition, Contractor will perform services via the telephone, electronic mail, or at such other places as necessary to perform these services in accordance with this Agreement.

6. Compensation for Services

For the satisfactory completion of services to be performed under Exhibit A, the County will pay Contractor a sum not to exceed five thousand eight hundred and thirty-five dollars (\$5,835). Any modifications must be approved by the County Commissioners through the change order process and will be compensated according to the fee schedule contained on Exhibit A. Invoices must be submitted to the Principal Contact for the County identified in Paragraph 11 of this Agreement with complete supporting documentation.

An invoice in the amount of five thousand eight hundred and thirty-five dollars (\$5,835) is to be submitted to the Principal Contact for the County identified in Paragraph 11 of this Agreement with complete supporting documentation by December 31, 2025.

7. Other Payments

All other payments or reimbursements, other than those made to compensate for completion of services, shall not exceed zero dollars (\$0).

8. Public Works Contracts

For public works contracts as defined in 18-2-401, MCA in which the total cost of the contract is \$25,000 or more involving public funds, Contractor agrees to:

- a. Give preference to the employment of bona fide Montana residents in the performance of the work;
- b. Include provisions for work that is performed at a project location to:
 - i. Pay the travel allowance that is in effect and applicable to the district in which the work is being performed; and
 - ii. Pay the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed;
- c. Post a copy of the applicable prevailing wage rates in a prominent and accessible site at the project location; and,
- d. Maintain payroll records capable of certification for at least three years after completion of work under the Agreement.

9. Insurance and Workers' Compensation

Contractor is self-insured as authorized by Section 2-9-211, MCA.

The Parties hereby agree that their respective insurance plans satisfy the insurance requirements of this PSA.

Contractor provides and will continue to provide Workers Compensation coverage for its employees.

10. Records

Contractor shall maintain sufficient records incident to the performance of this Agreement to enable the County to document the performance of the Agreement. Contractor shall allow access to those records by the County and the County Auditor, any independent auditor employed by the County and to representatives of the state or federal government. Records shall be retained for at least three years after completion of the Agreement.

11. Principal Contact for the County

The County official with whom the Contractor must communicate regarding this Agreement and who shall have the authority to accept completion of performance and to submit requests for payment to the County Auditor and Commissioners is:

Name: Sarah Sandau
 Title: Grants Specialist
 Address: 1930 9th Ave., Helena, MT 59601
 Telephone Number: (406) 457-8960
 Email Address: ssandau@lccountymt.gov

12. Ownership and Publication of Materials

All reports, information, data, and other materials prepared by Contractor pursuant to this Agreement are the property of the County, which has the exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the County.

13. Public Access to Information

Contractor acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

14. Termination

This Agreement may be terminated at any time by mutual written and signed consent of both parties.

If the Agreement is terminated prior to completion, County shall be responsible for paying Contractor for completed and accepted work and billed to the County as provided in Paragraphs 6 and 7 within thirty (30) days of termination.

15. Failure to Perform

Upon any material default or substantial failure to perform this Agreement by either party, the other party shall be entitled to the following remedy:

- a. Stop performing or accepting performance of the contracted work until the matter is resolved;
- b. Within a reasonable time of discovery of the defect or failure to perform, mail a written description of the defect or failure to the other party, and:
 - i. If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or
 - ii. If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance would be required; or
 - iii. If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other party of the termination of the Agreement as of a date certain and state therein whether an action for breach of Agreement will be brought.
 - iv. Where appropriate, obtain completion of the performance of the remaining balance of the Agreement with the original party.
- c. If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the party alleging breach may initiate an action in the District Court of the Fourth Judicial District, Missoula County. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs of suit.

16. Income Tax Designation

In the event that the Internal Revenue Services should determine that Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge, as Contractor acknowledges herein, that all payments to Contractor are gross payments and Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

17. Indemnification

Contractor shall defend, indemnify and hold harmless the County, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Contractor, its employees or agents.

County shall defend, indemnify and hold harmless Contractor, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the County, its employees or agents.

18. Entire Agreement, Modifications and Non-Assignment

This Agreement contains the entire Agreement between the parties. All preliminary negotiations and Agreements are merged herein. This Agreement cannot be changed or modified in any manner except by a written Agreement signed by both parties.

No obligation or right hereunder may be assigned, transferred, subcontracted or otherwise given to or imposed on any other party in the absence of a written Agreement signed by both parties.

19. Compliance with Laws and Non-Discrimination

Contractor agrees to comply with all federal, state and local laws, rules and regulations. In accordance with §49-3-207 MCA, all hiring must be on the basis of merit and qualifications; and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

20. Place of Performance and Venue

The Parties agree that performance of this Agreement is in Missoula County, Montana. In the event of litigation concerning it, venue is in the 4th Judicial District, in and for the County of Missoula, State of Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

21. Severability

If any part of this Agreement is hereafter held to be void, illegal or unenforceable, the validity of the remaining portion or provisions will not be affected hereby.

22. Whistleblower Protection:

Pilot Program for Enhancement of Employee Whistleblower Protection: The latest whistleblower protection statutes went into effect on July 1, 2013. The statute, 41 U.S.C § 4712 (last amended 2022 by P.L. 117-263), applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub.L. 112-239, enacted January 2, 2013) mandates a pilot program entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees, and subcontractors to:

1. Inform their employees working on any federal award they are subject to the whistleblower rights and remedies of the pilot program;
2. Inform their employees in writing of whistleblower protections under 41 U.S.C § 4712 in the predominant native language of the workforce; and,
3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C § 4712) states that an “employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing.” In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority related to a federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a federal contract (including the competition for, or negotiation of, a contract) or grant.”

To qualify under the statute, the employee’s disclosure must be made to:

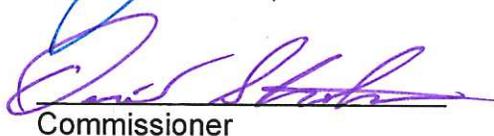
- A Member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An authorized official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, subgrantee, or personal services contractor who has the responsibility to investigate, discover, or address misconduct.

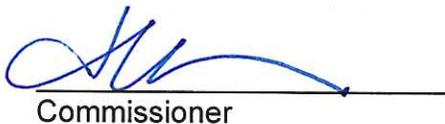
Project: PSA for NFP services between County and Contractor

DATED this 6th day of January, 2026.

Contractor: **BOARD OF COUNTY COMMISSIONERS**, Missoula County, Montana


Chair


Commissioner


Commissioner



ATTEST:

Tyler R. Germant

(SEAL) Type text here

Clerk & Recorder 
as Deputy

BOARD OF COUNTY COMMISSIONERS, Lewis and Clark County, Montana

Chair, Tom Rolfe

ATTEST:

(SEAL)

Clerk & Recorder, Amy Reeves

Project: PSA for NFP services between County and Contractor

Exhibit A – Scope of Services

Referenced to and made a part of the Professional Services Agreement between County and Contractor, dated January 6, 2026.

Under the terms of the Professional Services Agreement, Contractor will provide the following services or tasks or work products:

1. Provide Nurse-Family Partnership (NFP) Nursing Supervisory services for County's Nurse-Family Partnership home visiting nurse(s) in accordance with NFP Model elements to maintain fidelity to the NFP model including:
 - a. A 1.0 FTE nurse home visitor carries a caseload of 21-25 active clients.
 - b. Nurse Supervisor will provide weekly one-on-one reflective supervisory meetings with each home visitor either face-to-face or via distance technology (phone, Teams, etc.).
 - c. Nurse Supervisor will conduct team case conferences twice monthly for 1 hour dedicated to joint review of cases.
 - d. Nurse Supervisor will conduct team meetings twice monthly on alternating weeks from the case conference meetings for at least one hour for administrative purposes.
 - e. Every four months the Nurse Supervisor will make a joint home visit with each nurse to at least one client. The total time for these joint visits should be a minimum of 2-3 hours per nurse.
2. Enter collected home visitor data into the NFP National Service Office (NSO) data base system Efforts to Outcomes (FLO) and DPHHS state data system. The FLO reports are tools with which nurse home visitors and supervisors assess and manage areas where system, organizational, or operational changes are needed in order to enhance the overall quality of program operations and inform reflective supervision of each nurse. The Nurse Supervisor and the Nurse Home Visitors are expected to review and utilize the data.
3. Abide by the terms of the Business Associate Agreement, fully executed by the parties on November 14, 2022 and attached hereto as Exhibit B.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), is entered into this th 14 day of ~~November~~ 2022 (the "Effective Date"), by and between Lewis and Clark Public Health ("Covered Entity") and the Missoula City-County Health Department ("Business Associate").

PURPOSE

The Business Associate and Covered Entity (collectively the "Parties") are entering into this Agreement to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule"); security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"); the Health Information Technology for Economic and Clinical Health (HITECH) Act enacted as under Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated thereunder ("Omnibus Rule"); and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides professional services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

WHEREAS, HIPAA prohibits disclosure or use of PHI by Business Associate if a written contract concerning the use of PHI is not in place.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule, the Security Rule, and the Omnibus Rule.
 - 1. Breach. "Breach" is defined as disclosure not required by 45 C.F.R. 164.502 through 45 C.F.R. 512.
 - 2. Business Associate. "Business Associate" shall generally have the same meaning as the terms "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Missoula City-County Health Department, Business and Economic Research.

3. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Lewis and Clark Public Health.
4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act and Omnibus Rule are referred to collectively herein as "HIPAA Rules."
6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
7. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
8. Required by Law. "Required by Law" shall mean a mandate contained in Law that compels a use or disclosure of PHI.
9. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
10. Security Incident. "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.

12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. PHI may be disclosed to and used by Business Associate only for the purposes related to the services Business Associate is performing for Covered Entity and as permitted by HIPAA Rules and any other applicable federal or state statutes, rules and regulations.
- C. Obligations and Activities of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:
1. Use and Disclosure of PHI. Not to use or disclose protected health information other than as permitted or required by the Agreement or as required by law. Business Associate may use and disclose PHI for the proper management and administration of the business associate and to provide data aggregation services relating to the health care operations of the covered entity. Business Associate may disclose PHI for the foregoing purposes (1) if the disclosure is required by law, or (2)(i) if the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
 2. Notice to Covered Entity Prior to Disclosure. Business Associate agrees to provide written notice to Covered Entity within three days of receiving a request for PHI from law enforcement, an attorney, or court arising out of an actual or potential court proceeding, and agrees not to provide PHI prior to providing such notification.
 3. Safeguards. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement. Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents, or subcontractors. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI.
 4. Information Breach Notification for PHI. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410, and any Security Incident of which it

becomes aware. The notification of a breach by the Business Associate shall be immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than 30 days following the discovery of the breach. Business Associate will take, or in the event that the acts or omissions of an agent or subcontractor of Business Associate gave rise to the Breach or Security Incident, will require its agent or subcontractor to take, commercially reasonable actions to mitigate any negative impact of any Breach or Security Incident and to improve safeguards to prevent recurrence. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

5. Disclosure to Agents and Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
6. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the

information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
7. Privacy of Individually Identifiable Health Information. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an

applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

9. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
10. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements under Section E (Permitted Uses and Disclosures) of this Agreement.
11. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
12. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
13. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
14. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
15. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review and control of Covered Entity. The Business Associate will notify the Privacy Officer via

telephone with follow-up in writing to include: name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate. Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- D. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:
1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
 2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
 3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
 4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy rule if done by the Covered entity;
 5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
 6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
 7. notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.
- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by

Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of privacy standards or security standards if used by Covered Entity.

2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the privacy standards or security standards if disclosed by Covered Entity.
3. Minimum Necessary. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
4. Other Limited Uses. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below:
 - a. Business Associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the Business Associate:
 - b. Business Associate may provide data aggregation services relating to the health care operations of the covered entity.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.
2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.

3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. The term of this Agreement shall be effective as of the Effective Date and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or on the date Covered Entity terminates for cause as authorized in paragraph 2 of this Section, whichever is sooner.
2. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement. Covered Entity, may in its discretion provide an opportunity for Business Associate to cure the breach or end the violation within a time specified by Covered Entity, or immediately terminate the Agreement. Termination of this Agreement may at the Covered Entity's discretion be grounds for immediate termination of any underlying services agreement. Termination of any underlying services agreement may at the Covered Entity's discretion be grounds for immediate termination of this Agreement.
3. Effect of Termination. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - a. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
 - b. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
 - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

- d. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section E above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
 - e. Return to covered entity the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
4. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

II. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to defend, indemnify and hold harmless Covered Entity, its officers, employees, affiliates, subsidiaries, and agents from every claim, risk, loss, damage, demand, suit, judgment and attorney's fee, and any other kind of expense arising from, resulting from, or in any manner directly or indirectly connected with performance of the work, functions, activities, or services provided to Covered Entity, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement or violations under HIPAA.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by

certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity, notices to be provided to:

Attn: A.C. Rothenbuecher
Email: arothenbuecher@lccountymt.gov

If to Business Associate, notices to be provided to:

Attn: D'Shane Barnett
Fax: (406) 258-4857
Email: dbarnett@missoulacounty.us

Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.

5. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Montana, without regard to applicable conflict of laws principles. Venue shall be in Montana's Fourth Judicial District Court or in the U.S. District Court for the District of Montana.
6. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
7. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties. Neither party will have the authority to bind the other except to the extent authorized herein.
8. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

9. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
10. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
11. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
12. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
13. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
14. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
15. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

BUSINESS ASSOCIATE

By: 
(Authorized Signature)

Name: D'Shane Barnett
Title: Director/Health Officer

Date: 10/20/2022

COVERED ENTITY

By: 
(Authorized Signature)

Name: Brenda Niemann
Title: Director Health Officer

Date: 11/14/22



CONTRACT COVER SHEET

This form is required for all procured contracts and must be completed before the contract is transmitted to the contractor/consultant for signature. This form does not apply to grant awards, grant contracts, sub-awards, intergovernmental agreements, or leases. Include this completed form as an attachment in Peak Agenda when submitting to the BOCC for contract authorization. Retain this document in the office's/department's contract file.

Office or Department:

Project Name/Agenda Title:

Total Contract Value:

Procurement Method:

- Procurement Exception:

Standard Lewis and Clark County Contract Template: YES NO

- If "NO" above, legal review completed by County Attorney's Office:

Public Works Contract: YES NO

- Montana Prevailing Wage Requirements: Davis-Bacon Requirements:
- Performance/Payment Bond Requirements: Contract Work Hours Requirements:

Budget Authority: YES NO Fund Code:

Grant Funded: YES NO Funding Source:

Funding Pass-through Conditions Exhibit: Award/Contract #:

Unique Entity Identifier (UEI): Q6BNN4XM3LR5

Debarment/Suspension Check Date: 12/26/25

| | |
|--|-----------------|
| Cloud-based Services (e.g., SaaS, PaaS, IaaS): | Network Switch: |
| Network Connected: | Camera: |
| Software Subscription: | Door Security: |
| Internet Connection: | Alarm: |

Comments:

Drenda Niemann

Elected Official/Director

Casey Hayes

Procurement Officer

Frank Powell

Finance Officer

Arnt M. Duley
Grants Officer

IT&S



**Health Department
Lewis and Clark County**

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE:

Grant Application to the National Environment Health Association-Federal Drug Administration (NEHA FDA) Retail Flexible Funding Model Grant Program. (Sarah Sandau)

EXECUTIVE SUMMARY:

The Commissioners will consider the grant application to the National Environment Health Association-Federal Drug Administration (NEHA FDA) Retail Flexible Funding Model (RFFM) Grant Program. The grant period is April 1, 2026 through March 31, 2027, in the amount not to exceed \$15,500.

COVER SHEET

[NEHA Grant Application BOCC Memo.pdf](#)
[NEHA Grant Overview FY26.pdf](#)



Memo to the Board of County Commissioners

Date: 1/20/26

To: Board of County Commissioners

From: Sarah Sandau, ssandau@lccountymt.gov, (406) 457-8960

Subject: National Environment Health Association Federal Drug Administration Retail Flexible Funding Model Grant Program

The Commissioners will consider the grant application to the National Environment Health Association-Federal Drug Administration (NEHA-FDA) Retail Flexible Funding Model (RFFM) Grant Program. The grant period begins April 1, 2026, through March 31, 2027, in the amount up to \$15,500. The application is due in the online portal on February 12th, 2026.

The National Environmental Health Association (NEHA) and U.S. Food and Drug Administration (FDA) work in partnership to administer the NEHA-FDA Retail Flexible Funding Model Grant Program. The program provides funding to State, Local, Tribal, and Territorial retail food regulatory agencies as they advance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Program Standards). More information on the grant program can be found here: [NEHA-FDA RFFM Grant Program](#)

The Grant Program has three primary goals:

1. Support strategies that reduce the occurrence of foodborne illness risk factors in retail food establishments.
2. Promote uniformity and build a national Integrated Food Safety System by enabling state, local, tribal, and territorial retail food regulatory jurisdictions to move toward full conformance with the Retail Program Standards.
3. Fully leverage the expertise and capacity of the retail food-protection agencies to meet the goals of the Retail Program Standards

Lewis and Clark Public Health has received this funding for the past five years. This year, we would apply under track two in the funding opportunity. This grant would provide resources to continue work on our current areas of improvement that was documented on our self-assessment of the Retail Program Standards (up to \$5,000), the completion of a new self-assessment (as Lewis and Clark Public Health's will expire in September 2026)(up to \$3,000), and training for current staff so they can attend a retail food training, conference, or workshop (up to \$7,500).

Staff recommends approval.

About the Program

Program Goals

The NEHA-FDA Retail Flexible Funding Model (RFFM) Grant Program has three primary goals:

1. Support strategies that reduce the occurrence of foodborne illness risk factors in retail food establishments.
2. Promote uniformity and build a national Integrated Food Safety System (IFSS) by enabling state, local, tribal, and territorial (SLTT) retail food regulatory jurisdictions to move toward full conformance with the Retail Program Standards.
3. Fully leverage the expertise and capacity of SLTT retail food-protection agencies to meet the goals of the Retail Program Standards

Understanding the Three Types of Base Grants and the Optional Add-On Grants

The NEHA-FDA RFFM Grant Program was designed to assist the hundreds of diverse SLTT agencies with the primary responsibility of regulating the millions of retail food establishments in the United States. The RFFM offers multiple grants of varying amounts and complexities, with the goal of meeting each jurisdiction where they are, no matter how large, small, or resource-limited.

Grant Year 2026-27 Grant Types:

Track 1 Development Base Grant

Designed for jurisdictions newly beginning or re-starting with the Retail Program Standards (RPS), providing funding via one combined application for:

- Completion of a Self-Assessment of all 9 Standards (SA9) AND a Comprehensive Strategic Improvement Plan (CSIP);
- Mentee Optional Add-On;

- Training Optional Add-On for a SAVA workshop or FDA Regional Seminar.

Track 2 Development Base Grant

Designed for jurisdictions who have a current SA9 (January 2021 or later) and CSIP, providing funding via one combined application for:

- Continuous Improvement with at least one of Standards 1 – 8;
- Work toward meeting or maintaining Standard 9; (optional—please visit Standard 9: Program Assessment (<https://www.neha.org/retail-grants-standard-9>) for more information on Standard 9);
- Completing an Updated Self-Assessment of All 9 Standards (within 12 months of its expiration, if applicable);
- Training Optional Add-On for attendance at retail food training, conferences, or workshops.
- Mentee Optional Add-On

A three-year Track 3 Maintenance and Advancement Base Grant (not open for new applications in 2026-27, but current Track 3 grantees can apply for Optional Add-Ons)

For current Track 3 grantees, the following One-Year Optional Add-On options are available via one combined application:

- Training Optional Add-On for attendance at retail food training, conferences, or workshops.
- Mentee Optional Add-On

Mentorship / Mentor Optional Add-On Grant

Available for Track 2 and 3 applicants, providing funding to serve as a Retail Program Standards Mentor for 1-5 Mentees.

MOST funding, in all three tracks, will be available as Fixed Funding Awards based on specific milestones met, significantly reducing both the application and reporting burdens. The only funding that requires budget details and reimbursement

documentation is the Training Optional Add-On (Tracks 1, 2, and 3), and the Capacity Building Optional Add-On (Track 3).



**Health Department
Lewis and Clark County**

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE: Grant Application to the AARP Community Challenge Grant Program.
(Sarah Sandau)

EXECUTIVE SUMMARY: The Commissioners will consider the grant application to the AARP Community Challenge Grant Program for their Capacity Building Microgrant. The grant period would be June 10, 2026 through December 15, 2026, in the amount not to exceed \$2,500.

COVER SHEET

[BoCC Memo Commission AARP Microgrant Application.pdf](#)
[AARP Capacity Bldg Microgrant Funding Opportunity.pdf](#)



Memo to the Board of County Commissioners

Date: February 10, 2026

To: Board of County Commissioners

From: Sarah Sandau, ssandau@lccountymt.gov, (406) 457-8960

Subject: Grant Application to the AARP Community Challenge Grant Program

The Commissioners will consider the grant application to the AARP Community Challenge Grant Program for their Capacity Building Microgrant. The grant period would be June 10th, 2026-December 15th, 2026, in the amount not to exceed \$2,500. The application is due in the online portal on March 4th, 2026. More can be found on the grant opportunity here: [AARP Montana Now Accepting 2026 Community Challenge Grant Applications](#)

When disaster strikes, there are only so many first responders available. In times of crisis, our neighbors are often our first line of care and defense. Yet few people know their neighbors, which hampers resiliency and feeds the loneliness epidemic. Creating ways for neighbors to get to know each other, such as community gatherings, can be cost prohibitive or have too many barriers to overcome for many low-income or aging neighborhoods.

To increase community connectedness and build community disaster preparedness, Lewis and Clark Public Health, in collaboration with community partners, is creating a mini grant program to support neighborhood gatherings. This opportunity will take away the cost and knowledge barrier of throwing a block party, while also providing the neighborhood champions with tips to hosting the gathering, information about permits and food safety, access to resources that can be present at the event, how to include emergency preparedness components and resources, and how to make it accessible to our aging neighbors and those with potential access or functional needs. This program leverages the power of social connection as a public health strategy, recognizing that resilient and disaster-ready communities are built not just through infrastructure, but through relationships.

These grant-funded events will serve as low-barrier, high-impact opportunities for residents to meet, build trust, and foster relationships across generations and backgrounds. We plan to offer 5 neighborhoods \$500 each in this first year to test out the program and see how it helps neighborhoods work together. The steering committee can provide the funds as well as some resources, and the neighborhoods plan and put together the gathering. This grant from AARP, along with some community donations already received, will help fund those gatherings. In addition to the funds, we will be providing neighborhoods with additional resources like a checklist for best practices and steps for permits to help overcome barriers. The plan is to launch this program, if we receive the funds, in June 2026.

Staff recommends approval.



**AARP
COMMUNITY
CHALLENGE**

Grants to make communities livable for people of all ages
aarp.org/CommunityChallenge

2026 AARP Community Challenge

*A grant program to make communities **more livable** for people **of all ages** with **tangible improvements** that jump-start **long-term change***

AARP invites you to apply for **quick-action projects** that help make communities more livable for all residents – especially those age 50 and over.

- **Application Deadline:** March 4, 2026, by 5:00 p.m. ET / 2:00 p.m. PT
 - **Project Completion Deadline:** December 15, 2026
- **Submission:** Applications must be submitted online at aarp.org/CommunityChallenge

AARP LIVABLE COMMUNITIES

AARP Livable Communities supports neighborhoods, towns, cities, and counties across the country in becoming more livable for people of all ages and especially for residents age 50 and older. We believe that communities should offer:

- Safe, walkable streets
- Affordable and accessible housing and transportation options
- Access to essential services
- Opportunities for civic and community engagement

With offices in every state, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands, AARP collaborates with local leaders in more than 1,000 communities that are part of the [AARP Network of Age-Friendly States and Communities](#). Our vision is for a future in which all communities – urban, suburban and rural – are great places to live for people of every age.

AARP COMMUNITY CHALLENGE

Building great communities takes time, but quick actions can spark long-term progress. That's why AARP launched the Community Challenge in 2017 – to fund projects that accelerate change.

Since its inception, the AARP Community Challenge has awarded **2,100 grants totaling \$24.3 million** to projects that:

- Deliver tangible improvements to communities, such as new crosswalks, benches, bike lanes, housing designs, and public space enhancements.
- Leverage additional support from public, private, and philanthropic sources
- Help communities overcome policy barriers and implement lasting change
- Foster new collaborations and increase community engagement

AARP is now accepting applications for 2026 Community Challenge funding.

- **Public Q&A Webinar:** January 27, 2026, at 2:00 p.m. ET / 11:00 a.m. PT – [REGISTER HERE](#)
- **Application Deadline:** March 4, 2026, 5:00 p.m. ET / 2:00 p.m. PT
- **Project Completion Deadline:** December 15, 2026

Applications must be submitted online at aarp.org/CommunityChallenge. See **Attachment A** for a sample application.

GRANT OPPORTUNITIES

In 2026, the AARP Community Challenge will accept applications across three distinct grant opportunities, each evaluated using a consistent scoring approach (see the Scoring section below).

➤ ***Flagship Grants***

AARP’s flagship Community Challenge grants range from a few hundred dollars for short-term activities to \$15,000 for larger initiatives. Since 2017, the average grant has been between \$10,000-12,000. AARP reserves the right to award compelling projects at any amount.

Eligible projects should benefit residents – especially those age 50 and older – in at least one of the following categories:

- Creating vibrant **public places** (i.e., parks, open spaces, community amenities)
- Expanding **transportation** and mobility options (i.e., walkability, bikeability, transit access)
- Increasing **housing** options (i.e., accessible and affordable choices)
- Enhancing **digital connections** and digital literacy
- Strengthening **disaster resilience** (i.e., disaster preparedness and mitigation)

➤ ***Capacity-Building Microgrants***

These \$2,500 microgrants come with added support, including webinars, cohort learning, up to two hours of coaching from national nonprofit organizations working with AARP to support the AARP Community Challenge program, and AARP resources.

Eligible projects should benefit residents – especially those age 50 and older – in at least one of the following categories:

- **Walk Audits:** Conduct walkability assessments with support from [America Walks](#) and the [AARP Walk Audit Tool Kit](#).
- **Bike Audits:** Conduct bikeability assessments with support from [League of American](#)

[Bicyclists](#) and the [AARP Bike Audit Tool Kit](#).

- **HomeFit® Guide Modifications:** Promote safe, accessible homes through education and/or simple modifications with support from [RL Mace Universal Design Institute](#) and the [AARP HomeFit® Guide](#).
- **Disaster Preparedness Training:** Implement training programs and/or distribute preparedness resources with support from [SBP](#) and the [AARP Disaster Resilience Tool Kit](#).

➤ ***Demonstration Grants***

These grants support projects that can be replicated in other communities. Awards typically range from \$10,000-\$20,000 and will not exceed \$25,000.

Eligible projects should benefit residents – especially those age 50 and older – in at least one of the following categories:

- **Pedestrian Safety:** Improve the safety of streets and sidewalks; funding support from Toyota Motor North America.
- **High-Speed Internet:** Increase broadband access and adoption; funding support from Microsoft.
- **Housing Design Competitions:** Promote understanding and implementation of housing policies that support a variety of community needs using the [AARP Housing Design Competition Tool Kit](#).

Note: See **Attachment B** for examples of previously funded AARP Community Challenge projects.

Eligible Organizations may apply for **multiple grant opportunities** and submit **more than one application**.

ELIGIBILITY

To be eligible for the AARP Community Challenge, each project must meet the criteria outlined in the **GRANT OPPORTUNITIES** section and satisfy the following requirements related to organization type, mission focus, and project type:

- **ORGANIZATION TYPE:** The program is open to the following types of organizations:
 - **501(c)(3), 501(c)(4), and 501(c)(6) nonprofit organizations** (*recognized by the IRS*)
 - **Government entities**
 - **Other organizations** considered on a case-by-case basis

Note: AARP does not fund for-profit companies or individuals.
- **MISSION FOCUS:** Projects must align with AARP’s mission to serve the needs of people age 50 and older.
- **PROJECT TYPE:** AARP Community Challenge grants support the following types of projects:

- **Permanent physical improvements** in the community
- **Temporary demonstrations** that lead to long-term change
- **New, innovative programming pilots or services**

INELIGIBLE PROJECTS

The following types of projects are **not eligible** for funding:

- Partisan, political, voter, or election-related activities
- Planning activities, assessments, or surveys without tangible community engagement
- Studies with no follow-up action
- Publication of books or reports
- Land or building acquisition
- Purchase of vehicles or mechanical equipment (i.e., cars, trucks, buses, snow mobiles, snow grooming machines, tractors)
- Sponsorship of other organizations' events or activities
- Research and development for nonprofit or for-profit ventures
- Promotion of for-profit entities or their products/services

SCORING

Eligible projects will be evaluated based on the following criteria:

- **IMPACT (60 points):** The project demonstrates strong potential to create meaningful change by addressing community-identified needs aligned with Livable Communities priorities – particularly those of people age 50 and older. It shows a clear ability to overcome barriers and effectively accelerate, expand, or sustain efforts that make the community more livable.
- **EXECUTION (30 points):** The applicant demonstrates the capacity to complete the project on time and within budget, effectively engage residents and stakeholders, and leverage volunteers in implementation.
- **INNOVATION (10 points):** The project incorporates creative approaches, unique designs, or engagement strategies that enhance its impact on residents – especially those age 50 and older.

APPLICATION REQUIREMENTS

To be considered for funding, applicants must:

- Meet all **eligibility requirements** outlined in the program guidelines
- Submit a **complete application** through AARP.org/CommunityChallenge
- Ensure submission is received **by March 4, 2026, 5:00 p.m. ET / 2:00 p.m. PT**

Note: Late or incomplete applications will not be reviewed.

GRANT SELECTION

Grant recipients will be selected by an AARP panel of experts in aging, community development and livable communities. Projects will be evaluated based on their potential to create immediate, meaningful change that leads to long-term impact, as well as how well they meet the established selection criteria.

GRANT SELECTION NOTIFICATION

All applicants – both selected and not selected – will be notified via email in **May 2026**.

Selected applicants must complete and return a signed grant agreement and eSupplier vendor registration to AARP by **June 10, 2026**. Failure to meet this deadline may result in disqualification or delayed funding.

2026 TIMELINE

| Dates | Key Activity |
|---|---|
| January 27, 2026 2:00 p.m. ET / 11:00 a.m. PT | Public Q&A Webinar for applicants. REGISTER HERE |
| March 4, 2026 5:00 p.m. ET / 2:00 p.m. PT | Application deadline. APPLY HERE |
| Mid-May 2026 | Notification of selected and non-selected applicants via email |
| June 10, 2026 | Deadline for selected applicants to submit signed grant agreements and complete eSupplier vendor registration |
| June 24, 2026 (tentative) | Public announcement of grantees and project start date |
| December 15, 2026 | Project completion deadline |
| December 31, 2026 | Deadline to submit After-Action Report |

ADDITIONAL OPPORTUNITIES

An Opportunity for Other Possible AARP Funding:

By submitting a proposal to the AARP Community Challenge, you and your organization give AARP permission to reach out to you and others at your organization about other possible AARP funding opportunities that your proposal may be eligible for based on the AARP Community Challenge criteria. However, please note that AARP is not obligated in any way to consider your proposal for any additional AARP funding.

Note Regarding Other Potential Funders:

AARP might be contacted by other potential funders that could be interested in funding projects that were not funded through the AARP Community Challenge. The potential funders may have additional process steps and funding requirements than those of the AARP Community Challenge.

If requested, AARP would like to send your business contact information, organization name and a short description of the proposal, including the community where the project would take place (“Project Information”).

Please note that these projects will be subject to any potential funder’s own terms, conditions and review.

Please indicate in your application whether or not you give permission to AARP to share your “Project Information” with other potential funders. We will alert you before this “Project Information” is given to potential funders.

SUBMISSION TERMS AND CONDITIONS

If you submit this application, you agree on behalf of yourself and your organization to release AARP and its affiliates and their respective officers, directors, employees, contractors, agents and representatives from all liability associated with submission and evaluation of your organization’s application.

By submitting an application to AARP, the applicant affirms they are an authorized representative of the potential grantee, and by and on behalf of potential grantee agrees that:

- The decisions of AARP regarding the eligibility of applicants and the validity of entries shall be final and binding.
- All submissions will be judged by AARP, whose decisions and determinations as to the administration of the award and selection of award recipients are final.
- AARP has the right, in its sole discretion, to cancel, or suspend any grant award.
- All projects and applications will comply with applicable law and will not violate any third-party rights.
- Except where prohibited by law, participation in the AARP Community Challenge constitutes the Applicant’s consent to AARP’s use of the organization’s name and corporate logo, street address, city, state, zip code, county, and names, likenesses, photographs, videos, images, and statements made or provided by the Applicant’s representatives regarding the award for promotional purposes in any media without further permission, consent, payment or other consideration in perpetuity.
- Receipt of grant funding requires execution of a grant agreement with AARP and completion of eSupplier registration by June 10, 2026, and compliance with the promotional toolkits. Further,

- Grantees will be responsible for all grant activities performed under the AARP grant agreement. Grantees must maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the grant activities in accordance with generally accepted industry standards and as required by law. Grantees must also ensure contractors, agents, subcontractors, and providers of services maintain insurance coverage consistent with this section.
- All promotional materials (such as newsletters, press releases), events and signage related to the funded project will include a statement indicating that support was received from AARP in compliance with the AARP Community Challenge Promotional Toolkit to be provided to selected grantees.
- Grantees are required to capture photos, videos and/or stories from the project. As Grantee captures photos, videos and/or stories from the project, if an identifiable individual appears in the photos, videos and/or stories, grantee is responsible for having him/her sign the AARP General Release. (This document will be provided to grantees.) In addition, grantee agrees not to include any element in photos or videos or other materials provided to AARP that violates third party rights, such as artwork (including sculptures) and trademarks in text and logo used without permission. Grantee may be asked to send work-in-progress photos to AARP upon request. Following the grant period, grantees are required to respond to periodic requests for updates from AARP.
- The submission of the After-Action Report at the conclusion of the project is required by the deadline. Failure to submit the required report will result in the removal from the AARP website until the time of submission, and non-completion will disqualify a grantee from future AARP Community Challenge grant programs.
- AARP and its affiliated organizations, subsidiaries, agents and employees are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or any other error whether human, mechanical or electronic.



**Health Department
Lewis and Clark County**

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE:

Grant Application to the Montana Department of Environmental Quality. (Sarah Sandau)

EXECUTIVE SUMMARY:

The Commissioners will consider the grant application to the Montana Department of Environmental Quality for their Nonpoint Source funding opportunity. The grant period is October 1, 2026 through April 31, 2028, in the amount not to exceed \$30,000.

COVER SHEET

[BoCC Memo Commission Mtg DEQ.pdf](#)
[CALLFORAPPLICATIONS_2026.pdf](#)



Memo to the Board of County Commissioners

Date: February 10, 2026

To: Board of County Commissioners

From: Sarah Sandau, ssandau@lccountymt.gov, (406) 457-8960

Subject: Grant Application to the Montana Department of Environmental Quality

The Commissioners will consider the grant application to the Montana Department of Environmental Quality for their Nonpoint Source funding opportunity. The grant period would be October 1, 2026-April 31, 2028, in the amount not to exceed \$30,000.

The Department of Environmental Quality (DEQ) provides funding each year to local watershed groups, conservation districts, educational institutions, and government entities to design and implement on-the-ground projects that reduce and prevent nonpoint source pollution. DEQ is focusing on funding projects that will restore natural processes (e.g., stream channel migration, floodplain connectivity, native riparian revegetation) and are likely to result in measurable improvements in water quality. More information on the Nonpoint Source project can be found here: [Nonpoint Source Program | Montana DEQ](#)

Nonpoint source pollution typically comes from diffuse sources such as grazing, timber harvest, abandoned mine lands, irrigation, recreation, and septic systems. The goal of Montana's Nonpoint Source Program is to protect and restore Montana's waters from the effects of nonpoint source pollution. Nonpoint source pollution reduction projects have co-benefits of reducing land loss, improving wildlife habitat, increasing crop and forage production, and enhancing recreation opportunities.

The Lewis and Clark Water Quality Protection District's Lake Helena Watershed group has a Lake Helena Watershed Protection Plan that ran from 2016-2023. The priorities in the plan were:

- Sediment reduction activities throughout the watershed
- Lower Prickly Pear Creek, downstream from Lump Gulch
- Lower Tenmile Creek, below the water treatment plant



With the plan sunsetting in 2023, an update is needed to provide timely data, updates on projects that have been completed, stakeholder engagement, and documenting new priorities for the next seven years. Having an active Watershed Restoration Plan allows you to apply for Department of Environmental Quality implementation money to fund the priority projects. This funding opportunity would provide us with money to hire a consultant to help the Lake Helena Watershed group update the plan.

Staff recommends approval.

2026 NONPOINT SOURCE POLLUTION REDUCTION CALL FOR APPLICATIONS



Middle Fork of the Judith River Restoration: Riparian Road Decommissioning and Rehabilitation, Phase 5 – Post-restoration 2024. Photo Credit: Trout Unlimited.

January 2026

Prepared by:

Nonpoint Source and Wetlands Section
Montana Department of Environmental Quality
P.O. Box 200901
Helena, MT 59620-0901

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Two-Phase Solicitation Schedule

APPLICANTS MUST COMPLETE BOTH THE DRAFT AND FINAL APPLICATION PHASES IN ORDER TO BECOME ELIGIBLE FOR FUNDING (See [Appendix A](#) for additional scheduling details).

| <i>Draft Application Phase</i> | |
|--|--|
| Monday 1/5/2026 – Wednesday 2/18/2026 at 5:00 pm | Solicitation opens. Applicants should work with Nonpoint Source and Wetlands (NPSW) staff to discuss potential projects and applications. |
| Friday 2/20/2026 at 5:00 pm | Complete, signed draft applications and all attachments, including required landowner letter of support, must be submitted to Meagan Gilmore (Meagan.Gilmore@mt.gov) by 5:00 pm. This is the only draft application that NPSW will review. |
| Friday 2/27/2026 | Draft applications and feedback posted to DEQ website https://deq.mt.gov/water/Programs/nonpoint . After this deadline, all questions must be posted to the Q&A Board in the State’s procurement management system (eMACS). |
| <i>Final Application Phase</i> | |
| Friday 2/27/2026 | Final solicitation opens. eMACS Q&A Board opens. |
| Wednesday 03/11/2026 at 5:00 pm | eMACS Q&A Board closes. |
| Friday 3/13/2026 at 5:00 pm | Final, complete, signed applications and all attachments, including required landowner letter of support, submitted to the eMACS by 5:00 pm. Unsigned applications will be rejected, as will any information submitted outside of eMACS. |
| Wednesday 4/1/2026 - Thursday 4/2/2026 | Agency Review Panel meeting (see Appendix A for more details). |
| Monday 4/20/2026 | Applicants notified of funding decisions. |
| Monday 4/20/2026 – Friday 5/8/2026 | NPSW staff and successful applicants draft contracts prior to DEQ internal reviews. |
| October 2026 | Funding becomes available. |

NPSW Program Contacts

- [Hannah Riedl](#), Section Supervisor – 406-444-0549
- [Mark Ockey](#), Water Quality Specialist – 406-444-5351
- [Meagan Gilmore](#), Water Quality Specialist – 406-755-8981
- [Ella Lunny](#), Water Quality Specialist – 406-444-6740
- [Stephen Carpenedo](#), Senior Wetland Specialist – 406-444-3527
- [Torie Haraldson](#), Water Quality Specialist – 406-556-4511
- [Tiffany Lyden](#), Education and Outreach Specialist – 406-444-3576

eMACs Online Platform –All final applications must be submitted through the state’s online procurement management platform eMACS (electronic Montana Acquisition and Contracting System). <http://spb.mt.gov/eMACS-Resources>. Applicants should be registered ahead of time in eMACS. Step-by-step registration instructions: [Overview of eMACS Registration Steps for Nonpoint Source and Wetland Program Partners](#)

Still have questions?

1. emacs@mt.gov or the eMACs Help Desk at 406-444-2575 for the submittal assistance
2. Contact Customer Support 1-800-233-1121 for registration and/or login/access assistance
 - a. Select option 1 for English
 - b. Select option 1 again for Supplier (Vendor)
 - c. Select option 2 for Supplier Support at sciquest.com (URL)
 - d. As soon as you get a representative, explain to them that you are a State of Montana supplier having issues with the vendor portal.

Unanticipated Program Changes

Information in the Call for Applications may be subject to change based on unforeseen changes to DEQ or the U.S. Environmental Protection Agency (EPA). If changes become necessary, DEQ will post the changes on the [Nonpoint Source Program website](#) and eMACS.

Refer to [Appendix A](#) – Grant Cycle for additional information.

1.0 – PURPOSE

To reduce and prevent nonpoint source pollution
by
restoring and protecting natural processes and conditions.

2.0 – FUNDING AVAILABILITY

Funding for this call comes from the EPA Clean Water Act Section 319 Grant Program and the Climate Pollution Reduction Grant Program; and the Department of Natural Resources and Conservation Renewable Resource Grants program. DEQ anticipates at least \$1.5M will be available to distribute by October 2026. Funding will be disbursed as follows:

- \$750k to competitive projects located within the Lower Shields River Focus Watershed or National Water Quality Initiative (NWQI) Watersheds*.
- \$750k, plus any unallocated funds from the Focus Watersheds, to on-the-ground projects including capacity building and education outreach programs elsewhere in Montana.
- ****NEW**** Additional funding available for on-the-ground project applications that help reduce and prevent harmful algal blooms (HABs) downstream and decrease economic risk.
- No single project may receive more than \$300k, but a single applicant may submit multiple applications if they have multiple projects.

* The Lower Shields River Watershed is the current DEQ NPSW Section Focus Watershed for 2026, 2027, and 2028 funding years. The Natural Resource Conservation Service’s NWQI watersheds are also considered Focus Watersheds. These are the Camp and Godfrey Creeks (contained within the Lower Gallatin) and Shields River watersheds: <https://www.nrcs.usda.gov/programs-initiatives/national-water-quality-initiative/montana/national-water-quality-initiative>

3.0 – MATCH REQUIREMENTS

Applicants are required to meet a **minimum 10% non-federal cost share** (also known as match) for the project. **A 40% non-federal match is encouraged.** Match can be from private, state, local, or non-profit sources. Contributions from federal sources cannot be counted toward non-federal match. Use the following formula to calculate the amount of non-federal match required for your project.

Calculating Required Match

$[(grant\ funding\ requested)/0.90] - (grant\ funding\ requested) = required\ non-federal\ match$

Where 0.90 calculates the minimum 10% required non-federal match. Use 0.60 to calculate the recommended 40% non-federal match.

Example: For a project sponsor requesting \$100,000 in grant funds, the minimum required match would be:

$(\$100,000 \div 0.90) - \$100,000 = \$11,111.11$

Expenses and match incurred by applicants prior to the signing of a contract, and after the expiration date of the contract, CANNOT be submitted for reimbursement or applied as match.

4.0 – APPLICANT ELIGIBILITY

*All applicants must submit draft **and** final applications according to the schedule and instructions described on page 3 and [Appendix A](#). All applicants must register with the state’s online platform eMACS to post questions and view responses and submit final, complete applications.*

The following entities may be eligible to receive funding:

- Nonprofit organizations having a tax-exempt declaration of 501(c)(3) from the Internal Revenue Service.
- Governmental entities. A governmental entity is a local, state, federal, or tribal organization that has been established and authorized by law.

Applicants must also meet the following minimum qualifications:

- **Have a current UEI number. Unique Entity Identifier.** Each project applicant is required to have a current UEI number. **The UEI number replaces the old DUNS number.** If your organization had a DUNS number, you should have received a notification from the federal government indicating that your DUNS number has been changed to a UEI number. If you did not receive this notification, or if you never had a DUNS number, you will need to go to the federal

government's System for Award Management (SAM - <https://sam.gov/content/home>) to obtain your UEI number.

- Be registered with the federal System for Award Management (SAM). The SAM registration website is <https://sam.gov/SAM/>.
- Be registered with the Montana Secretary of State. All applicants must be registered with the Montana Secretary of State to do business in the state of Montana. Registration with the Secretary of State may be completed via the following website: <https://sosmt.gov/business/start-maintain-grow/>
- Have the necessary liability insurance.
- Comply with the Workers Compensation Act.
- Have sufficient technical and managerial resources available to facilitate completion of the project.

5.0 – PROJECT REQUIREMENTS

This Nonpoint Source Project Application Call supports two types of projects:

- On-the-ground projects
- Capacity building and education outreach projects

5.1 – ON-THE-GROUND PROJECT REQUIREMENTS

On-the-ground projects may include related tasks such as planning, design, permitting, construction, effectiveness evaluation, education and outreach, and project administration. Depending on the readiness of the project and applicants' timeline, applicants may choose to only request funding for the planning, design, and permitting phase of a project, or only the implementation and effectiveness monitoring phase of a project, for example.

Pass-through mini-grant programs with on-the-ground projects will also be considered in this category. A competitive process must be used to distribute mini-grant funds.

Minimum Funding Request (per project): \$10,000

Maximum Funding Request (per project): \$300,000

Time For Completion: 3 years from the signing of a contract with DEQ, though extensions may be granted for an additional 1.5 years.

Eligibility

These projects must meet all the eligibility requirements listed below to qualify for funding.

- Projects must implement activities or practices identified in a DEQ-accepted watershed restoration plan or an EPA-approved Tribal Nonpoint Source Management Plan.
 - If you do not have a DEQ-accepted watershed restoration plan or an EPA-approved Tribal Nonpoint Source Management Plan by the application deadline, you must submit a draft prior to applying for funding. DEQ staff will review the draft and estimate the likelihood of it being accepted prior to October 2026. See DEQ's interactive [Watershed Plan Viewer](#) map for information on existing Watershed Restoration Plans.
- All projects must reduce or prevent nonpoint source pollution by restoring and protecting natural processes and conditions.

- Projects that address water quality impairments on [Montana’s 2020 List of Impaired Waters](#) are preferred though not a requirement. Funding may be used for projects that protect waterbodies that are demonstrated to be healthy.
- All projects must implement actions consistent with recommendations in the current [Montana Nonpoint Source Management Plan](#)
- Applicants must complete the [2026 On-the-Ground Project Application Form](#), the [2026 On-the-Ground Budget Template](#) and where necessary, the [2026 Supplemental Project Form](#).

Ineligible Activities (applicable to on-the-ground project funding only)

The following activities are NOT eligible for on-the-ground project funding:

- Development of a Watershed Restoration Plan or similar type of plan.
- Activities that reduce or prevent discharges from a point source.
- Watershed characterization studies.
- Pollutant source identification.
- Water quality monitoring, except for monitoring the effectiveness of funded projects.
- Statewide education outreach campaigns.
- Projects whose primary purpose is to protect infrastructure from stream channel migration.
- Riprap, except in instances where it is necessary to protect a new bridge or culvert designed to restore aquatic organism passage or improve natural stream processes.
- Projects designed to address violations of state and federal law (e.g., projects that stem from a 310 violation or an Army Corps violation).

All projects that include implementation of on-the-ground practices must meet minimum design standards (see below), minimum monitoring requirements, and the successful applicant must enter into a signed agreement with the landowner prior to beginning construction. Additionally, DEQ encourages up to \$5,000 per project for education, outreach and training efforts to raise awareness about the project and generate additional efforts to reduce nonpoint source pollution. See the [2026 On-the-Ground Application Form](#) for minimum requirements and details covering all components of on-the-ground projects.

Projects must meet the following minimum design standards:

- Projects must restore and maintain natural conditions and processes.
- Only native, site-appropriate plant species may be used for revegetation.
- Projects involving riparian or wetland buffer creation must have a minimum buffer width of 35 feet, as measured from the ordinary high-water mark. If the buffer must be less than 35 feet in some places to accommodate bridges, water gaps or other infrastructure, the buffer should be made proportionately wider in other areas.
- Projects must allow for the continued existence and future colonization of beaver.
- Revegetation efforts must include browse protection where necessary.
- Projects addressing stream flow through improved water use efficiency must include reasonable assurance that unused water will remain in the stream (e.g., through a change of use to instream flow, or a signed commitment from the water right holder).
- Projects must not result in a net loss of wetlands or wetland function.
- Projects involving grazing management (e.g., riparian fencing, creation of riparian pastures) must include a grazing management plan as a deliverable.

****NEW** - Harmful Algal Blooms (HAB) Reduction Projects** – Additional funding is available for on-the-ground projects that contribute to reducing the prevalence of documented harmful algal blooms (HABs) downstream and associated economic risk. Considerations for this funding include:

- \$125K minimum funding request for on-the-ground HAB reduction applications.
- HAB reduction projects should reduce upstream or upland sources of nutrients through practices like wetland restoration, riparian revegetation, and improved soil management. In-lake treatment strategies are not eligible for project funding.
- A watershed restoration plan is not required but is encouraged to support project implementation into the future. See funding opportunity in **Section 5.2**.
- A DEQ contract manager will work with successful applicants to include carbon sequestration and/or emission reduction estimates in the final report.

Please use the “Co-benefit Considerations” response on the [2026 On-the-Ground Application Form](#) to justify the proposed project is eligible for this funding. Resources that can be used to demonstrate eligibility include but are not limited to:

- HABs reported since 2020 and upstream watersheds are depicted in the [Harmful Algal Bloom Report Map](#). Watersheds are prioritized by whether drinking water intake or wastewater outfalls are also present, however, DEQ recognizes these are not the only economic risk factors.
- Additional documented HABs are listed in [Appendix C](#) of the Harmful Algal Bloom Guidance Document.

5.2 CAPACITY BUILDING/EDUCATION OUTREACH PROJECT REQUIREMENTS

Minimum Funding Request (per project): \$10,000

Maximum Funding Request (per project): \$30,000

Time For Completion: 1.5 - 3 years from the signing of a contract with DEQ, though extensions may be granted for an additional 1.5 years.

Eligibility

DEQ will award funding for projects related to capacity building and education outreach consistent with activities described in the current [Montana Nonpoint Source Management Plan](#), and to projects that serve underserved markets. An underserved market may be identified as an area without a Watershed Restoration Plan, identified using [demographic-based tools](#), or otherwise justified on the application form.

Applicants must complete the [2026 Capacity Building/Education Outreach Application Form](#) and the [2026 Capacity Building/Education and Outreach Budget Template](#).

Ineligible activities for Capacity Building and Education Outreach

- Food and beverage costs
- Re-creation of existing educational lesson plans
 - Applicants are encouraged to review [the Educational Resources Guide](#) for existing lesson plans that can be implemented as part of proposed activities
- Statewide education outreach campaigns

- Normal website maintenance

5.2.1 Capacity Building

The intent of supporting capacity building is to increase organizational capacity, aid in watershed planning, and/or lead to a grant application(s) for larger on-the-ground projects.

Eligible activities for Capacity Building:

- Development of a watershed restoration plan or alternative.
- Update to a Tribal Nonpoint Source Management Plan.
- Demonstration projects to encourage partnerships with landowners.
- Capacity building to support growth of an organization (trainings and symposiums, monitoring equipment, etc.).
- Nonpoint source pollution reduction projects that invest in/benefit traditionally underserved markets.
- Pursuing creative finance partnerships to address match requirements.
- Conducting a water quality investigation to help prioritize the most effective restoration options and build stakeholder buy in (this type of project will likely require a sampling and analysis plan).
- Preliminary data collection on a previously un-assessed waterbody (this type of project will likely require a sampling and analysis plan).
- Cultivating partnerships with landowners and land managers to develop future projects that could be eligible for nonpoint source funding.

5.2.2 Education Outreach

DEQ will prioritize education outreach campaigns founded in the community-based social marketing framework ([Appendix D](#)) that promote impactful behaviors that will prevent or reduce nonpoint source pollution. *Applicants are encouraged to review existing resources in the [Educational Resources Guide](#) and [EPA's Environmental Education Guidelines](#).* Note: smaller projects (under \$8,000) may be eligible for funding through [E&O Water Quality mini-grants](#).

Eligible activities for Education Outreach:

- Develop, implement, and evaluate community-based social marketing strategies ([Appendix D](#)) to promote behaviors that reduce nonpoint source pollution to improve water quality. This may include seeking funding to support the application of any phase of community-based social marketing:
 - Phase One: Behavior Prioritization
 - Phase Two: Barrier/Benefit Research and Strategy Recommendations
 - Phase Three: Strategy Design
 - Phase Four: Pilot Testing
 - Phase Five: Implementation and Evaluation
- Lead project tours to demonstrate potential changes homeowners or landowners could take to improve water quality.
- Host workshops, classes, or trainings that address nonpoint source pollution issues.
- Develop videos, media, or other outreach tools that address nonpoint source pollution.

5.4 – CO-BENEFIT CONSIDERATIONS

Nonpoint source pollution reduction and prevention projects are part of DEQ’s broader mission to champion a healthy environment for a thriving Montana. The positive impact of these projects often stretches beyond simply improving water quality. The following priorities reflect some of the potential that nonpoint source pollution reduction projects have for serving the greater good. These potential benefits are reflected in the Scoring Sheets.

Harmful Algal Bloom Reduction

HAB reduction project applications may be further prioritized if applicants demonstrate that the project would provide additional benefits such as reducing economic hardship such as from cost and energy needs to treat municipal drinking and wastewater treatment, livestock mortalities, or loss of income from recreation.

Community Engagement

Projects are encouraged to provide equitable access and opportunities to a clean and healthy environment for underserved markets and provide meaningful involvement in environmental decision-making processes from all affected stakeholders. DEQ encourages applicants to support projects that take into consideration the protection of public health.

Drought and Flood Resilience

Ongoing warming temperatures and precipitation regime shifts will have a significant impact on water quality, affecting the timing and quantity of precipitation and snowmelt, the temperature of lakes and streams, and nutrient cycling within aquatic environments. Some nonpoint source pollution prevention projects can lessen these impacts on water quality and quantity by improving environmental resilience or restore cool, late-season stream flow.

Impacts to Downstream Communities and Natural Systems

The effects of nonpoint source pollution are often felt by downstream communities and natural systems. Nonpoint source pollution can increase the cost and complexity of treatment for communities that rely on streams as a source of drinking water. It can increase algal growth, limiting recreational opportunities, and can also have negative impacts on human health, food webs, and wildlife health.

6.0 – ADDITIONAL RESOURCES

The following resources may also be useful in preparing your application:

- [The Current Montana Nonpoint Source Management Plan](#)
- [A map showing watersheds](#) with Watershed Restoration Plans, total maximum daily loads (TMDLs) and final TMDL documents
- The Clean Water Act Information Center (CWAIC) database is available to help search for information on the impairment and TMDL status of Montana waterbodies. The database can be searched online at www.cwaic.mt.gov

Adobe Reader software is required and can be downloaded for free: <http://get.adobe.com/reader/>

APPENDICES

[APPENDIX A - GRANT CYCLE](#)

[APPENDIX B - ADDITIONAL PROGRAM REQUIREMENTS](#)

[APPENDIX C - PROJECT EXAMPLES](#)

[APPENDIX D – COMMUNITY BASED SOCIAL MARKETING FRAMEWORK](#)

[APPENDIX E – SCORING SHEETS](#)

[APPENDIX F – APPLICATION FORMS AND BUDGET TEMPLATES](#)

[F1 – 2026 On the Ground Application Form](#)

[F2 – 2026 Supplemental Project Application Form](#)

[F3 – 2026 On the Ground Project Budget Template](#)

[F4 – 2026 Capacity Building & Education Outreach Application Form](#)

[F5 – 2026 Capacity Building & Education Outreach Budget](#)

[APPENDIX G – EXAMPLE CONTRACT AND SCOPE OF WORK TEMPLATES](#)

These requirements can change prior to contract signature. This example is intended to provide applicants with a rough idea of what to expect. The scope of work template is primarily applicable to on-the-ground projects. Given the variability of mini-grant programs and capacity and planning or education outreach projects, DEQ does not have a comparable template for those projects.



**Treasurer/Clerk/Rec.
Lewis and Clark County**

316 N. Park Ave. Room 304 Helena, MT 59623
Phone: 406-447-8347 Fax: 406-447-8398
e-mail: bocc@lccountmyt.gov

TITLE: Board Appointment. (Connor Fitzpatrick)

EXECUTIVE SUMMARY: The Commissioners shall consider appointing either Ray Miller or David R. Williams to a vacancy on the Canyon Creek Rural Fire District.

COVER SHEET

[2026 Canyon Creek Vacancy Packet.pdf](#)

Connor Fitzpatrick
Election Supervisor
406-447-8338



City-County Building
316 North Park/Room #168
Helena, MT 59623

CONSOLIDATED OFFICE OF TREASURER/CLERK AND RECORDER

TO: BoCC, Roger Baltz
CONTACT: Nadine McCarty, BoCC Administrative Secretary
DATE: February 3, 2026
RE: Public Meeting 02/10/2026

Canyon Creek Rural Fire District – Vacancy:

Kevin Zwicker, Trustee of the Canyon Creek Rural Fire District, notified the Lewis and Clark County Elections Office that he has resigned from the Canyon Creek Rural Fire District Board of Trustee. Two applicants have petitioned for appointment to the vacancy.

The Elections Office has confirmed that both applicants are registered voters and are either residents of the Canyon Creek Rural Fire District or own property in the Canyon Creek Rural Fire District and are therefore all eligible to serve as a Trustee.

Per MCA 7-33-2106 (3), "Appointments to fill vacancies occurring during the term of office of a trustee must be made by the county governing body and appointees shall hold office until the next regular election." This Trustee seat is up for election in 2026, which is also the next regular election.

Action:

1. Choose one candidate to fill the open seat on the Canyon Creek Rural Fire District Board of Trustees until May 2026. (Listed alphabetically by last name):

Ray Miller
12860 Flesher Acres Rd.
Canyon Creek MT 59633

David R. Williams
1220 Morning Glory St.
Helena MT 59601

Connor Fitzpatrick

From: Kevin Zwicker <kzwickerccvfd@gmail.com>
Sent: Thursday, January 1, 2026 7:34 AM
To: Candace Payne; Andy Hunthausen; Tom Rolfe; Nicho Hash; Connor Fitzpatrick
Cc: jim thomas
Subject: Resignation

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from kzwickerccvfd@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Due to illness, I will be unable to complete my appointed term as a Trustee on the Canyon Creek Rural Fire District's board. This communication is my official resignation effective immediately. Thank you for your continued support of our district.

JAN 20 2026

Lewis & Clark County Elections
(406) 447-8338
elections@lccountymt.gov



City-County Building
316 North Park/Room #168
Helena, MT 59623

Petition for Appointment

For the Office of Canyon Creek Fire District Trustee
in the Canyon Creek Rural Fire District District for a term of 1 years

PETITION TO BE FILED WITH COUNTY ELECTION ADMINISTRATOR

Name: David R. Williams
Mailing Address: 1220 Morning Glory St Helena 59601
Street or PO Box City Zip
Residence Address: 1220 Morning Glory St Helena 59601
Street City Zip
County of Residence: Lewis & Clark Home Phone: (406)449-6334 Work Phone: 406 439-9570 Cel
Email Address: wrandy999@gmail.com
Please list any public offices you currently hold, whether they are elected or appointed: None

OATH OF QUALIFICATIONS - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN ELECTION ADMINISTRATOR/DEPUTY

I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Montana constitution and the laws of the United States and the state of Montana.

David R. Williams 1/20/2026
Signature of Candidate Date

NOTARY OR ELECTION ADMINISTRATOR/DEPUTY

State of Montana
County of L/C
Acknowledged before me this 20th day of January, 2026 by David R. Williams
Printed Name of Candidate

Amey Keewas
Signature of Notary or Public Official

by [Signature]
Printed Name of Notary Public

Notary Publ Owens 11379
Residing at: Stemple Pass Rd,
My commis: is within district



IN PERSON
JAN 20 2026

Petition for Appointment

For the Office of Canyon Creek Rural Fire District Trustee
in the Canyon Creek Rural Fire District for a term of 1 years

PETITION TO BE FILED WITH COUNTY ELECTION ADMINISTRATOR

Name: Ray Miller
Mailing Address: 12860 Flesher Acres Rd Canyon Creek 59633
Street or PO Box City Zip
Residence Address: 12860 Flesher Acres Rd Canyon Creek 59633
Street City Zip
County of Residence: Lewis + Clarke Home Phone: 631-445-7090 Work Phone: _____
Email Address: escrmiller@optonline.net
Please list any public offices you currently hold, whether they are elected or appointed: N/A

OATH OF QUALIFICATIONS - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN ELECTION ADMINISTRATOR/DEPUTY

I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Montana constitution and the laws of the United States and the state of Montana.
Ray Miller 1/20/26
Signature of Candidate Date

NOTARY OR ELECTION ADMINISTRATOR/DEPUTY

State of Montana
County of LC
Acknowledged before me this 20th day of January, 20 26 by Ray Miller
Printed Name of Candidate

Revere
Signature of Notary or Public Official
by [Signature] Deputy
Printed Name of Notary Public
Notary Public for the State of _____
Residing at: _____
My commission expires: _____, 20____

Lewis & Clark County Elections
(406) 447-8338
elections@lccountymt.gov



City-County Building
316 North Park/Room #168
Helena, MT 59623

Petition for Appointment

For the Office of TRUSTEE
in the CANYON CREEK RURAL FIRE District for a term of 1 years

PETITION TO BE FILED WITH COUNTY ELECTION ADMINISTRATOR

Name: KASSTAN BAUER
Mailing Address: 7659 LOST HORSE CREEK RD CANYON CREEK 59633
Street or PO Box City Zip
Residence Address: " "
Street City Zip
County of Residence: LEWIS AND CLARK Home Phone: 406.565.8764 Work Phone: _____
Email Address: kai.bauer406@gmail.com
Please list any public offices you currently hold, whether they are elected or appointed: NONE

OATH OF QUALIFICATIONS - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN ELECTION ADMINISTRATOR/DEPUTY

I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Montana constitution and the laws of the United States and the state of Montana.

Signature of Candidate: [Signature] Date: 1/5/2026

NOTARY OR ELECTION ADMINISTRATOR/DEPUTY

State of Montana
County of _____
Acknowledged before me this 5th day of Jan., 20 26 by Kasstan Bauer
Printed Name of Candidate
Signature of Notary or Public Official: [Signature]
Printed Name of Notary Public: Kewers
Notary Public for the State of _____
Residing at: _____

[SEAL/STAMP]

My commission expires: _____, 20_____

I WISH TO WITHDRAW FROM APPOINTMENT, DUE TO BEING VOTED IN AS THE NEW CREEK FIRE CHIEF.
Withdrawn - CF
[Signature] 1/21/2026 91
KASSTAN BAUER