



BROADWATER COUNTY COMMISSIONERS

515 Broadway, Townsend

Meetings are held at the Flynn Building on 416 Broadway St.

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments will be taken either in writing before the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

OFFICIAL agendas are posted in the Courthouse (1st floor bulletin board), on our website at www.broadwatercountymt.com, in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the local MT43 Newspaper

REVISION AS OF 2/14/24

COMMISSIONERS WILL BE ATTENDING THE MACo (Montana Association of Counties) FROM FEBRUARY 26 -29. THERE WILL NOT BE A COMMISSION MEETING THIS WEEK

Monday, February 19, 2024

COUNTY OFFICES ARE CLOSED

Wednesday, February 21, 2024

- | | |
|----------|---|
| 10:00 AM | Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over |
| 10:00 AM | Discussion/Decision, Gravel Bar Consulting, LLC, Contract for Megan Bullock, Sanitarian |
| 10:05 AM | Discussion/Decision, Master Contract Number HHS-PHSD-00000506; Task Order Number 24-07-4-21-103-0; To the Master Contract Effective July 1, 2019, to June 30, 2026, Between the State of Montana, Department of Public Health and Human Services and Broadwater County; Environmental Health and Food Safety Licensing |
| 10:15 AM | Discussion/Decision, Acceptance of the Montana Department of Transportation Aeronautics Division Reconstruction Grant |
| 10:20 AM | Discussion/Decision, Broadwater County Floodplain Development Permit #24-FP-1, MT DNRC- Access Road- Droulliard Island |
| 10:25 AM | Discussion/Decision, Resolution Calling For An Election on the Question of Conducting a Local Government Review and Establishing a Study Commission to do so |
| 10:30 AM | Discussion/Decision, Nichole Brown, Community Development and Planning Director, Bridger Brewing East Major Subdivision, (Section 15, Township 2 North, Range 1 East) Bridger Brewing East meeting with the Broadwater County Commissioners to discuss a material amendment to the approval of the preliminary plat. |

3:00 PM **Working Meeting with Deputy County Attorney, Kay Minor, regarding projects and deadlines.**

Thursday, February 22, 2024

11:00 AM **Working Meeting with Bill Jarocki, County Administrative Officer, regarding projects and deadlines**

Items for Discussion / Action / Review / Signature – Consent Agenda

- ✓ Certificate of Survey review
- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes
- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Debi Randolph, Vice Chairman (406) 266-9270 or (406) 980-2050

Darrel Folkvord, Chairman (406) 266-9272 or (406) 980-1213

Lindsey Richtmyer (406) 266-9271 or (406) 521-0834

E-mail: commissioners@co.broadwater.mt.us

Future Meetings will be held at the Flynn Building (416 Broadway)

(Please note: These meeting times/dates may change, please check the county website)

- *Bill Jarocki, Weekly Meeting with Press/Public Every Monday at 2 PM in his office*
- *Noxious Weed Board Meeting on February 20th at 6 PM*
- *Airport Board Meeting on February 21st at 6 PM*
- *Broadband Advisory Meeting on February 22nd at 4 PM*

The Commissioners may be attending these board meetings (except the Planning Board)

CONTRACT

This contract made and entered into this _____ day of _____, 2024, by and between GRAVEL BAR CONSULTING, LLC. (hereinafter referred to as "Contractor") and BROADWATER COUNTY, Montana, hereinafter referred to as the "County".

Parties of this contract in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

Section 1. PURPOSE. The purpose of this contract is for provision of a Registered Sanitarian to perform inspections of establishments licensed by the Montana Department of Public Health and Human Services, Food and Consumer Safety Section (except swimming pools and body art), septic systems, and land use related issues.

GRAVEL BAR CONSULTING, LLC is willing to provide such services to the County and BROADWATER COUNTY is willing to contract with GRAVEL BAR CONSULTING, LLC for such services.

Section 2. SCOPE OF WORK. The Contractor agrees to perform the following services:

- a. Conduct the required routine annual inspections of each establishment in Broadwater County licensed by the Montana Department of Public Health and Human Services, Food and Consumer Safety Section, except swimming pools and body art.
- b. Conduct follow-up inspections to determine compliance of critical item violation(s) identified in the routine inspection, as required in statute and rule referenced in part (C) below.
- c. Conduct all inspections in accordance with Title 50 Montana Code Annotated Chapter 31. Montana Food, Drug, and Cosmetic Act, Chapter 50. Retail Food Establishments, Chapter 51. Hotels, Motels, and Rooming houses, Chapter 52. Tourist Campgrounds and Trailer Courts, and Chapter 57. Wholesale Food Establishments and Retail and Wholesale Nonprescription Drug Establishments, and in accordance with Title 37 Administrative Rules of Montana; Chapter 110, Food and Drug Standards and Chapter 111, Public Accommodations. Major emphasis will be placed upon attaining compliance through training and education during the performance of inspections; a risk-based inspection procedure will be employed for the inspection of retail food establishments.
- d. Procure the establishment files from the office of the Broadwater County Sanitarian and return the files and the completed inspection reports following the performance of the inspection. Obtain the signature of the person in charge of the licensed establishment at the time of the inspection; a signature is not required for an inspection of a Tourist Campground or Trailer Court if a reasonable attempt has been made to locate or contact the responsible party using the information provided in the establishment file and the attempted means of contacting the responsible party is documented on the inspection report.
- e. Contractor shall enter inspection dates on the Department of Public Health and Human Services, Food and Consumer Safety Section data base within two weeks of completion to meet reporting requirements defined in statute and rule reference in part (C) above. Contractor shall provide Broadwater County with all original inspection forms on a regular basis.

- f. Contractor shall perform all necessary reviews with regard to water supplies, sewage disposal and solid waste disposal as required by the Montana Subdivision and Platting Act, the Montana Sanitation in Subdivision Act, and the Broadwater County Wastewater regulations;
- g. Provide consultation and education on proper installation of individual subsurface sewage disposal system upon request.
- h. Meet with Broadwater County Commission, Planning and Health Board as may be deemed necessary by the parties hereto.
- i. Provide at Contractor's sole expense all equipment, supplies and vehicle as shall be necessary for sanitarian to perform his/her duties for Broadwater County.
- j. Consult with County Attorney on legal issues.
- k. Represent the Health Department in the county.

Section 3. PAYMENT. The County will pay the Contractor an hourly rate of \$110.00 in consideration of producing services described in Section 2. Travel time will be charged for one direction and roundtrip mileage will be charged at the allowed federal rate.

Section 4. TIME OF PERFORMANCE. The term of this contract will be for the period commencing April 1, 2024 and ending March 31, 2025.

Section 5. INSURANCE. The Contractor will provide proof of insurance to the County for claims arising from the performance of his/her duties in connection with services provided under this contract.

Section 6. QUALIFICATIONS. Contractor represents that it has available for service under this contract a person who is a Registered Sanitarian, licensed by the State of Montana to perform the duties of a sanitarian all in accordance with Title 37, Chapter 40, MCA. The sanitarian will, at all times during the term of this contract or any renewals thereof, maintain their certification and license and participate in any continuing education courses and do any and all other things necessary or required to maintain certification and license all at their expense.

Section 7. MODIFICATIONS. No letter or other communication passing between the parties and this Contract, concerning any matter occurring during this contract period, will be deemed a part of this Contract unless it is distinctly stated in such letter or communication that it is to constitute part of this contract, and such letter or communication is attached as an Appendix to this Contract and is signed by the authorized representatives of each of the parties to this Contract.

The Contractor or the County may not otherwise modify the terms of the Contract without the written approval of both parties.

Section 8. INDEMNITY AND LIABILITY. The Contractor will indemnify and hold harmless the County from and against any and all claims, demands, or other actions for damages to property or injury to persons or other damage to persons or entities arising out of or resulting from the performance of this Contract, provided such damage to property or injury to persons is due solely to the negligent act, error, or omission of the contractor or any of his/her employees.

Section 9. ASSIGNMENTS. The parties mutually agree that there will be no assignment, transfer or subcontracting of the contract or any interest therein, unless agreed to by both parties in writing as provided in Section 7, Modifications.

Section 10. LIMITS OF CONTRACT. This instrument contains the entire Contract between parties, and no statements, promises of inducements made by either party, or agency of either party, which are not contained in the written Contract will be valid or binding; and this Contract may not be enlarged, modified or altered except as provided in Section 7, Modifications.

Section 11. LIAISON. The County has designated the Broadwater County Commission as its liaison officer to whom the Contractor is to direct his/her communications concerning the Contract.

Section 12. TERMINATION. This Contract will continue in force and govern all transactions between the parties for the term stated in Section 4. The County may terminate this Contract if the contractor fails to perform the duties specified in a timely and proper manner. The County may terminate this Contract for reasons stated above by giving thirty (30) days written notice, by certified mail, return receipt requested, to the Contractor at the following address:

Gravel Bar Consulting LLC
P.O. Box 364
Boulder, MT 59632

The notice will state the reason for termination and the effective date of termination. In such event, the Contractor will not be relieved of liability for damages sustained by the County.

The Contractor may terminate this Contract if the County fails to perform its obligations specified in the Contract in a timely and proper manner. The Contractor may terminate this Contract for the reason stated above by giving thirty (30) days written notice, by certified mail, return receipt requested, to the County at the following address:

Broadwater County Commission
515 Broadway
Townsend, MT 59644

The notice will state the reason for termination and the effective date of termination. In the event of termination, the County will pay the Contractor for the work performed or services rendered through the effective date of termination, or the date work was last performed by the Contractor, whichever date is earlier. The original work produced by the Contractor prior to the effective date of termination will become the property of the County and will be delivered to the County within a reasonable time. In the event of termination by either party, the Contractor will not be relieved of liability for damages sustained by the County as a result of breach of the Contractor's duties or breach of any provisions of this contract.

Section 13. DISPUTES. It is mutually agreed that the laws of the State of Montana will govern the performance or breach of this Contract. In the event of litigation concerning the terms of this Contract, venue will be in the Montana Fifth Judicial District Court Broadwater County. Each party is responsible for their own attorney fees.

Section 14. EXECUTION. This Contract will be executed in two duplicate originals, each of which will be deemed to be an original.

Gravel Bar Consulting, LLC

Date

Witness

Date

Broadwater County Commission Chairperson

Date

Witness

Date



Montana Department of Transportation

Greg Gianforte, Governor
Malcolm "Mack" Long, Director

Aeronautics Division
2630 Airport Road
PO Box 200507
Helena MT 59620-0507

January 31, 2024

Townsend City Co Airport
TOWNSEND Airport
515 Broadway
Townsend, MT 59644

Subject: TOWNSEND Federal/2025-Grant

Dear Darrel Folkvord,

The Montana Aeronautics Board has considered your application for state airport financial assistance at its January 18, 2024 meeting in Helena. We are pleased to inform you the Aeronautics Board has approved funding in support of the work outlined in your application as follows:

Table with 2 columns: Type of Work, Awarded Grant. Rows include Construct Taxiway (\$22,000), Rehabilitate Taxiway (\$60,000), Expand Apron (\$50,000), Rehabilitate Apron (\$133,000), Install/Rehabilitate Airport Beacons (\$6,000), Rehabilitate Runway (\$290,000), Rehabilitate Runway Lighting/Electrical Vault (\$48,000), Install Runway vertical/visual Guidance System {PAPI/VASI/REIL/ALS/etc.} (\$8,000).

Grant funds were awarded for one or more specific categories of work. By accepting grant funds, you (the Sponsor) agree to utilize the awarded funds as specified in the above table.

Division grants may not exceed 100% of sponsor share of actual project costs. Consequently, you are prohibited from retaining and must return grant funds that exceed 10% of the actual total project cost. In no case may you retain grant funds that exceed 10% of the actual total project cost.

To obtain your grant, the Aeronautics Division must receive the following documents by June 30, 2025:

- 1) A signed certificate of sponsor's attorney (template enclosed)
2) A signed copy of the FAA grant offer applicable to this project

Alternatively, if you are unable to provide the above documents by the deadline, you may submit a request for an extension. **The request for an extension must be received in the Aeronautics Division office by May 16, 2025.**

Please be aware a Loan and Grant Status Report / Closeout Form will be required within 30 days after closure of the project or board-approved category of work, or within one year following fund distribution, whichever occurs earliest. If the project is not completed within one year following fund disbursement, the grant or loan recipient must provide a status report detailing the reason the project has not closed and projected closure date upon which the close-out report will be filed. In addition, Administrative Rules of Montana § 18.13.407(14) states "Any grant or loan recipient which fails to provide the close-out form, status report, or any requested reimbursement is not eligible for future grant or loan awards until the deficiency is remedied." An electronic Loan and Grant Status Report / Closeout Form is available on the MDT loan and grant website at the following location; <https://app.mt.gov/loangrant/Home/AccessCode>.

The Montana Aeronautics Division thanks you for your continued support and interest in airport safety and development as demonstrated by your financial commitment to this project. Please feel free to contact us if you have any questions or need any additional information.

Sincerely,



Karen Hallenbeck, Bureau Chief
Airports/Airways Bureau

enclosures

cc: Aeronautics File

**MASTER CONTRACT NUMBER HHS-PHSD-00000506
TASK ORDER NUMBER 24-07-4-21-103-0**

**TO THE MASTER CONTRACT
EFFECTIVE JULY 1, 2019 TO JUNE 30, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND BROADWATER COUNTY**

ENVIRONMENTAL HEALTH AND FOOD SAFETY LICENSING

SECTION 1. PARTIES

This Task Order is entered into between the Montana Department of Public Health and Human Services, ("Department"), P.O. Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Broadwater County ("Contractor"), 81-6001337, UEI# ENMTASEFELN8 and 515 Broadway, Townsend, MT, 59644, respectively (collectively the "parties").

THE DEPARTMENT AND CONTRACTOR AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Task Order is to establish a payment schedule for maximizing the disbursement of funds to the Contractor to support inspections of licensed establishments and to determine which optional programs the Contractor will conduct.

SECTION 3. TERM OF TASK ORDER

- A. The term of this Task Order for the purpose of delivery of services is from January 1, 2024, through December 31, 2024.
- B. Each Party, after expiration or termination of this Task Order, remain subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Task Order including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK

- A. The Contractor agrees to provide the services outlined in Attachment A: Scope of Work.
- B. The Department agrees to do as outlined in Attachment A: Scope of Work.

SECTION 5. CONSIDERATION, PAYMENTS, AND PROGRESS PAYMENTS

- A. In consideration of the services provided through this Task Order, the Department will pay the Contractor up to a total of \$5000 based on the terms outlined in Attachment A: Scope of Work.
- B. The Contractor must use the Department's database to enter inspection data for reimbursement for inspections. All inspections must be entered within 30 days of the end of the fourth quarter to receive reimbursement.

SECTION 6. SOURCE OF FUNDS AND FUNDING CONDITIONS

The source of funding for this Task Order is \$5000 from the Local Board Inspection Fund (LBIF).

SECTION 7. TERMINATION

Either party may terminate this Task Order in accordance with the Master Contract.

SECTION 8. LIAISON AND SERVICE OF NOTICES

- A. Staci Evangeline, or their successor, will be the liaison for the Department. Contact information is as follows:

Staci Evangeline
DPHHS EHFS
PO Box 202951
Helena, MT 59620
Phone Number (406) 444-5309
Fax Number (406) 444-5055
Staci.Evangeline@mt.gov

Megan Bullock, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Megan Bullock
BROADWATER COUNTY
515 Broadway
Townsend, MT, 59644
406-459-1922
gravelbarconsulting@gmail.com

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Task Order.

SECTION 9. FEDERAL REQUIREMENTS

The Contractor agrees that they will comply with all federal statutes and regulations in providing services and receiving compensation under this Task Order. The Contractor acknowledges that there

are certain federal statutes and reporting requirements that must be followed whenever certain federal funds are used. It is the Contractor's responsibility to comply with all federal laws and reporting requirements.

SECTION 10. DEPARTMENT GUIDANCE

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Task Order. The Department may supply essential interpretations of such materials and this Task Order to assist with compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Task Order. Legal services will not be provided by the Department to the Contractor in any matters relating to the Task Order's performance under this Task Order.

SECTION 11. INFORMAL DISPUTE RESOLUTION PROCEDURES

In addition to the Choice of Law and Remedies in the Master Contract, the Contractor may provide written request for resolution about any disagreement about the Task Order to the Deputy Director, David Gerard, Phone Number (406) 444-3654, Fax Number (406) 444-1970, David.Gerard@mt.gov with a copy to Director Charles T. Brereton, Phone Number (406) 444-5623, Fax Number (406) 444-1970, Charles.brereton@mt.gov.

SECTION 12. PUBLIC INFORMATION AND DISCLAIMERS

- A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:
1. in conformity with governing legal authorities and policies;
 2. with the permission of the persons or entities from whom the information is to be obtained; and
 3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Task Order.

- B. The Contractor may not use monies under this Task Order to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Task Order with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.
- C. The Contractor must inform any people to whom it provides consultation or training services under this Task Order that any opinions expressed do not necessarily represent the position of the Department. When using non-federal funds from this Task Order, all public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the

services and activities funded with this Task Order prepared and released by the Contractor must include the statement:

“This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department.”

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Task Order funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Task Order.

“For contracts funded in whole or part with federally appropriated monies received through programs administered by the U.S. Department of Health & Human Services, Education or Labor. Section 503 of H.R. 3288, “Consolidated Appropriations Act, Division D, Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 2010”, Pub. L. No. 111-117, and in H.R. 1473, “Department” Of Defense And Full-Year Continuing Appropriations Act, 2011”, Title I – General Provisions, Sec. 1101, Pub. L. 112-10, and as may be provided by congressional continuing resolutions or further budgetary enactments.”

- E. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with task order monies to describe and promote services provided through this Task Order.

SECTION 13. SCOPE OF TASK ORDER

This Task Order consists of five (5) numbered pages and the following Attachments:

Attachment A: Scope of Work

All of the provisions of the Master Contract are incorporated into and are controlling as to this Task Order. In the case of a material conflict, a dispute, or confusing language between this Task Order and Master Contract the Master Contract shall control. This Task Order does not stand alone. If Master Contract lapses, so does this Task Order. The original Task Order will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original. This is the entire Task Order between the parties.

SECTION 14. AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Todd Harwell, PHSD Administrator

BY: _____ Date: _____
David Gerard, Deputy Director

BY: _____ Date: _____
Charles T. Brereton, Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, PUBLIC HEALTH & SAFETY DIVISION

Approved as to Content:

BY:  _____ Date: 2/13/2024
077A611A165146C
Kim Venetz, PHSD Contracts Officer

CONTRACTOR, BROADWATER COUNTY

BY: _____ Date: _____
Broadwater County Commissioner

ATTACHMENT A SCOPE OF WORK

A. Inspections

The Contractor agrees

1. To inspect the following types of licensed establishments within its jurisdiction, at least once per year, including pre-opening inspections for new establishments. They will investigate complaints and inspect if needed. They will conduct follow up inspections as deemed necessary by the county sanitarian.
 - a. Retail food establishments
 - b. Wholesale food establishments
 - c. Trailer courts and campgrounds
2. To inspect public sleeping accommodations within its jurisdiction as follows:
 - a. Inspect each hotel, motel, rooming house/boarding house/hostel within its jurisdiction, at least once per year, which includes a pre-opening inspection for new establishments.
 - b. Inspect each bed & breakfast and tourist/vacation home/condominium before initial license validation.
 - c. Investigate complaints regarding public sleeping accommodations and inspect if needed and conduct follow up inspections as deemed necessary by the county sanitarian.
3. To conduct pool, spa, and other water feature inspection within its jurisdiction as follows:
 - a. Inspect seasonal establishments once per calendar year, which includes a pre-opening inspection for new establishments. To receive payment for a pre-opening inspection, the Contractor must send the Department a copy of the complete inspection form.
 - b. Inspect year-round establishments twice a year, including one full facility inspection and one critical point inspection, which includes a pre-opening inspection for new establishments.
 - c. Investigate complaints regarding pools, spas or water features, and inspect if needed and conduct follow up inspections as deemed necessary by the county sanitarian.

Yes, the Contractor agrees to conduct pool inspections within its jurisdiction.

No, the Contractor does not agree to conduct pool inspections within its jurisdiction.
4. To conduct body art inspections within its jurisdiction at least once per year, which includes a pre-opening inspection for new establishments. They will investigate complaints regarding body art establishments and inspect if needed. They will conduct follow up inspections as deemed necessary by the county sanitarian.

Yes, the Contractor agrees to conduct body art inspections within its jurisdiction.

No, the Contractor does not agree to conduct body art inspections within its jurisdiction.
5. That all inspections of establishments will be performed in-person, on site, by the local health officer, registered sanitarian, or sanitarian in training.
6. To fill out inspection forms completely, including filling out the header, footer, all lines, and obtaining an operator signature.
 - a. There is an exception for obtaining an operator signature for campground or trailer court inspections when conducted when there is no operator present.
7. To enter inspections into the Department's database within 15 days after the end of each quarter in the quarter the inspection was conducted. Extensions to this deadline must be approved by the Department if extenuating circumstances arise. Inspections entered after the

cutoff date may be requested for review by the Department.

8. To provide copies of inspection reports to the Department within two weeks when requested for auditing purposes.

The Department agrees:

9. To pay the percentage required by statute of each licensing fee received by the Department into the Local Board Inspection Fund (LBIF). Fees paid into the fund will be collected from licensees of retail food establishments, wholesale food establishments, public accommodations, trailer courts, campgrounds, youth camps, work camps, and, if applicable, body art establishments, pools, spas, and other water features.
10. To pay the Contractor the license fee or fees associated with an establishment from the LBIF, so long as the following is true:
 - a. The licensed establishment is inspected in-person and an inspection form is completely filled out **OR** the establishment is reported as permanently closed,
 - b. The inspection has been entered into the database within two weeks of quarter end, and
 - c. The license fee or fees have been paid by the establishment.
 - i. Under no circumstance will the Department be obligated to pay an amount larger than has been paid into the LBIF.
11. To pay the Contractor 100% of license fees collected in the LBIF (per program) if at least 90% of the inspections (per program) have been completed by the county sanitarian(s) by December 31, 2024 and have been entered into the database.
12. To pay for mobile food inspections for trucks that are currently licensed in another county as a mobile. Payments will be equal to amount paid for regular mobile food inspections. To qualify for this payment the Contractor must submit a completed two-page inspection form, including signatures.
13. To pay the Contractor the license fees collected in the LBIF for existing bed & breakfast and tourist/vacation home/condominium establishments and to include these establishments in the completion percentage for public sleeping accommodation licenses.
14. To pay the Contractor a clean-up payment at the end of the calendar year. This will pay the Contractor for inspections that were accidentally missed and is not intended to pay for all inspections done throughout the year. These inspection reports are subject for review by the Department.
15. To conduct inspections for pools, spas and other water features if the Contractor has selected the "No" option.
16. To conduct inspections for body art establishments if the Contractor has selected the "No" option.
17. To maintain a record of inspections submitted by the Contractor.

B. Plan Reviews

The Contractor agrees:

1. To review plan reviews for the following types of establishments within its jurisdiction:
 - a. Retail food establishments
 - b. Wholesale food establishments, not including label and process review
 - c. Public sleeping accommodations
2. To review body art plan reviews.

Yes, the Contractor agrees to review body art plan reviews within its jurisdiction.

No, the Contractor does not agree to review body art plan reviews within its jurisdiction.

3. To conduct trailer court, campground, work camp, and youth camp plan reviews without the Department.
 - a. The option to review these types of plan reviews without the Department involvement is only available to sanitarians who are contracted with the DEQ per ARM 17.36.116. The Department reserves the right to audit all trailer court, campground, work camp, and youth camp plan review applications and make a final determination prior to issuing a license.

NOTE: If the Contractor selects the "yes" option to review this type of plan review and the sanitarian is not contracted with the DEQ, the Department may terminate this Task Order.

Yes, the Contractor agrees they have a sanitarian who is contracted with DEQ and agrees to review trailer court, campground, work camp, and youth camp plan reviews within its jurisdiction without the Department.

Name of sanitarian who will be reviewing: _____

No, the Contractor does not agree to review trailer court, campground, work camp, and youth camp plan reviews without the Department. They agree to do joint reviews with the Department.

The Department agrees:

4. To conduct wholesale food label and process reviews.
5. To conduct trailer court and campground plan reviews in conjunction with the Contractor if the Contractor chooses the "No" option.
6. To conduct body art plan reviews if the Contractor chooses the "No" option.
7. To conduct plan reviews for pools, spas, and other water features.
 - a. Fees are collected from establishments by the Department for their plan reviews and pre-opening inspections. The pre-opening inspection fee will be released to the Contractor upon completion of the pre-opening inspection, so long as the completed inspection report is received by the Department.
8. To provide copies of plan review correspondence to the Contractor, when completed by the Department, for establishments to be inspected by the county sanitarian(s).

C. Other

The Contractor agrees:

1. To notify the Department when a sanitarian or the County takes enforcement action that may impact a license.
2. To collect license fees and fill out a license application, complete with an owner signature, for new establishments. The Contractor agrees to mail these together to the Department.
 - a. Any illegible license applications received by the Department will be sent back to the Contractor.
3. To maintain a functioning board of health as required by 50-2-104 of the Montana Code Annotated to be eligible for payment from the Local Board Inspection Fund (LBIF).
4. To participate in peer-to-peer inspector training to assist in training sanitarians who are employed by or contracted with a Montana county, who are outside of their own jurisdiction. The Contractor will provide training to sanitarians in training, or sanitarians beginning to conduct inspections who have limited training. Only DPHHS-standardized or FDA-standardized inspectors may provide the peer-to-peer inspections of retail food establishments. If selecting "yes," the Contractor is not obligated to provide training and can

participate at their discretion, as time and resources allow. Any training must be pre-approved by the Department.

Yes, the Contractor agrees to participate in peer-to-peer inspector training

No, the Contractor does not agree to participate in peer-to-peer inspector training

The Department agrees:

5. To provide training, education, technical assistance, and information to Contractor staff.
6. To provide analytical support through Laboratory Services Bureau to county environmental health program staff regarding food safety. In an outbreak or emergency occurs in which the Department cannot provide laboratory support through the Laboratory Services Bureau, it will work closely with relevant regulatory agencies and their laboratories including the CDC, FDA, and USDA.
7. To reimburse the Contractor for expenses paid toward Certified Pool Operator training taken in 2024.
 - a. This is available to the Contractor if the Contractor has opted into conducting inspections of pools, spas, and other water feature establishments for 2024, or plan to do so in 2025.
 - b. To qualify for reimbursement, the Contractor must provide the Department with a copy of the certificate showing proof of passing.
8. To reimburse both parties involved in peer-to-peer training, if the Contractor has selected the "yes" option, as follows:
 - a. If the Contractor is hosting the trainee, the trainee's County will be reimbursed for lodging, meals, and mileage at the per diem rate listed on the [GSA website](#).
 - b. If the trainee is hosting the Contractor, the Contractor will be reimbursed for lodging, meals, and mileage at the per diem rate listed on the [GSA website](#).
 - c. The Contractor will be reimbursed \$50 per inspection that the trainee participates in, so long as it has been pre-approved by the Department, the completed inspection report(s) is/are received by the Department and an email from the trainee's county confirming the training was done is received by the Department.

I confirm that the scope of work has been read in full, and I have made selections where needed.

CONTRACTOR, BROADWATER COUNTY

BY: _____
Broadwater County Commissioner

Date: _____