

MEMORANDUM OF UNDERSTANDING

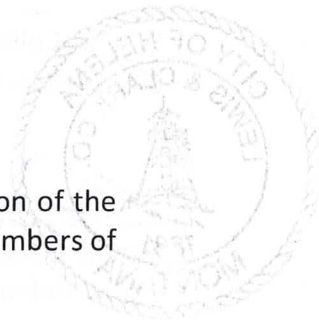
This Memorandum of Understanding (“MOU”) is made between Lewis and Clark County (“County”) and the City of Helena (“City”) (collectively “the Parties”).

Recitals

1. The Montana Opioid Abatement Trust (MOAT) disburses funds to local Montana communities to reduce the harm caused by opioid misuse and addiction through prevention, treatment, and recovery initiatives.
2. Local disbursement of MOAT funds shall take place through Abatement Regions as mapped in Exhibit A to this MOU. Lewis and Clark County and the City of Helena are part of the Lewis and Clark Metro Abatement Region.
3. The MOAT application process is provided in Exhibit B to this MOU. The application process calls for all eligible applications submitted within a given Abatement Region to be reviewed and recommended for funding by a Local Governance Committee for that Abatement Region. Upon review, the Local Governance Committee will make funding recommendations to the State Trust Advisory Committee for final review and approval.
4. The purpose of this MOU is to establish a Local Governance Committee for the Lewis and Clark Metro Abatement Region that will review and make recommendations to the State Trust Advisory Committee for opioid abatement funds allocated to the Lewis and Clark Metro Abatement Region.

Understanding

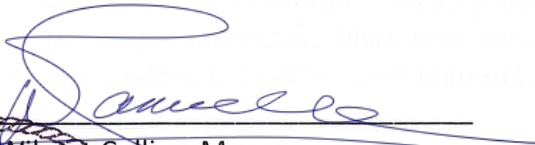
1. Provisions and Scope
 - a. The Parties have created a 5-person committee to oversee the allocation of the MOAT funding for the Lewis and Clark Metro Abatement Region. The members of the committee shall be:
 - An elected representative of Lewis and Clark County’s governing body.
 - An elected representative of City of Helena’s governing body.
 - An elected representative of City of East Helena’s governing body.
 - A community member that resides in Lewis and Clark County appointed by Lewis and Clark County’s Board of County Commissioners.
 - A community member that resides in the City of Helena appointed by City of Helena’s Mayor.



- b. A Committee Chair will be selected by the Committee members on an annual basis at the first Committee meeting of the calendar year.
 - c. The Parties will provide administrative support staff to the Committee as needed.
2. Effective Date: The terms of this MOU will become effective on the date the MOU is signed by all Parties.
 3. Modification: This MOU, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU. This MOU may be modified only upon the mutual written consent of the Parties.
 4. Term: This MOU will remain in effect for three (3) years or as permitted by the renewal of MOAT funding available to the Lewis and Clark Metro Abatement Region. This MOU may be extended by mutual written agreement of the parties. Any Party may terminate this MOU upon thirty (30) days written notice to the other Parties.

In the performance of this MOU, each Party shall comply with all applicable federal, state, and local laws, rules, and regulations.

APPROVED BY:



Wilmet Collins, Mayor
City of Helena

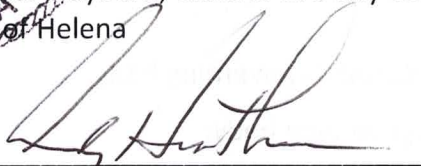
DATE



Danna Clayborn, Clerk of the City Commission
City of Helena

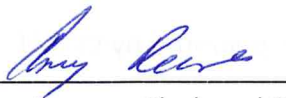
DATE

1/18/24



Andy Hunthausen, Chair
Lewis and Clark Board of County Commissioners

DATE



Amy Reeves, Clerk and Recorder
Lewis and Clark County

DATE

1/18/24

EXHIBIT A

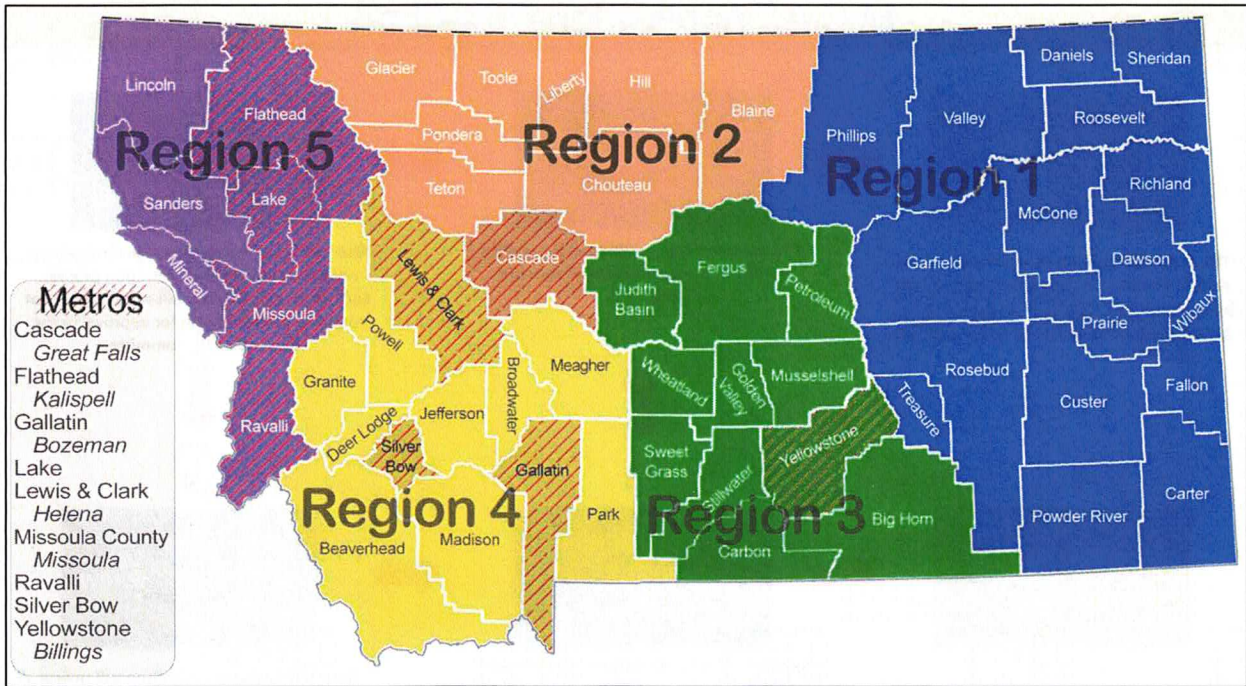


EXHIBIT B

