

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSOULA AND COUNTY
OF MISSOULA TO COOPERATE IN THE PROVISION OF HEALTH SERVICES

WHEREAS, the City of Missoula and the County of Missoula believe that the delivery of public health services to the citizens of Missoula County can best be served through a cooperative effort; and

WHEREAS, a cooperative effort will secure and promote general public health and welfare including the administrative effectiveness and efficiency of health service delivery throughout Missoula County; and

WHEREAS, the City and County are authorized by § 50-2-106, MCA, to form a City/County Board of Health to implement a cooperative health program and authorized by § 50-2-116, MCA, to specify a Governing Body; and

WHEREAS, HB121 and HB257 (2021) are recent changes to Montana state law necessitating addressing some provisions set forth herein;

NOW, THEREFORE, it is understood and agreed between the City of Missoula and Missoula County as follows:

I. TERM OF AGREEMENT

- (1) The terms and conditions of this agreements shall become effective upon the signature by both parties.
- (2) The term of this Agreement shall expire on December 31, 2031. The parties agree that they shall negotiate in good faith renewal or amendment of this Agreement at that time. Upon expiration of the term of this Agreement, if the parties have not reached agreement on renewal or amendment, this Agreement shall stay in force until the parties terminate, amend, or renew this Agreement.

- (3) During the term of this agreement either party may request an amendment of the Agreement by serving a written copy of the proposed amendment on the other party. An amendment shall become effective when ratified by both parties.
- (4) This Agreement may be terminated at any time by mutual written and signed consent of both parties. Termination of this agreement requires a vote to terminate by a quorum of each party in compliance with all public meeting laws. The termination shall be effective at the beginning of the next fiscal year. Upon termination, the parties agree to divide assets and liabilities equitably to reflect each party's contributions. The parties agree to mediate in good faith should they be unable to timely agree on equitable division of assets and liabilities. The parties agree that the real property, including the land and structure, located at 301 W. Alder Street will remain a county asset upon termination and is not subject to equitable distribution.

II. PURPOSE

- (1) It is the purpose of this Agreement to amend the existing Interlocal Agreement between the City of Missoula and Missoula County creating the Missoula City-County Health Board ("the Health Board") to further the Missoula City-County Health Department's mission to support the health of people, environments and communities.

III. MEMBERSHIP OF CITY/COUNTY HEALTH BOARD

- (1) The Health Board is composed of seven (7) members in accordance with the provisions of Section 50-2-106 M.C.A. and appointed as follows:
 - a. Three (3) members shall be appointed by the County Commissioners.

One (1) of these appointees and only one (1) shall be an elected County official. None of these appointments shall be subject to review or confirmation by the City Council.

b. Three (3) members shall be appointed by the City Council. One (1) of these appointees, and only one (1), shall be an elected city official. None of these appointments shall be subject to review or confirmation by the County Commissioners.

c. One (1) at-large member, who must be a medical or osteopathic doctor, shall be appointed by the Health Board, subject to the approval of the City Council and the County Commissioners.

(2) The terms of appointed members shall be as follows:

a. One (1) elected representative of the County Commissioners shall serve at their pleasure. The other two (2) persons appointed by the County Commissioners shall serve staggered three (3) year terms.

b. One (1) elected representative of the City Council shall serve at their pleasure. The other two (2) persons appointed by the City Council shall serve staggered three-year terms.

c. The at-large member of the Health Board shall be appointed for a three-year term.

(3) As the proper functioning of the Health Board is seriously impaired by the absence of its members, the following rules regarding absenteeism shall apply:

a. Absenteeism is the responsibility of the governing body who appointed that particular member or the Health Board for its appointed member.

- b. More than two unexcused absences from regularly scheduled meetings in a 12-month period may cause the appropriate governing body to review the appointment of that member and replace that member when considered appropriate.

IV. DUTIES AND RESPONSIBILITIES OF HEALTH BOARD

- (1) The Health Board shall be the policy making body for determining goals, objectives and programs for the delivery of public health services to Missoula residents, both City and County.
- (2) The Health Board shall be the final decision-making body relating to requests for variances from the Missoula City-County Health Code.
- (3) The Health Board shall be the final decision-making body relating to hearings relating to Notices of Violation of the Missoula City-County Health Code.
- (4) In determining the goals, objectives and programs of the Health Department, it shall be presumed that programs of the Health Department will be of equal benefit to all members of the community.
- (5) The Health Board shall be responsible for recommending to the Governing Body the appointment of a Health Officer.
- (6) The Health Board shall hold meetings as required under Montana Code Ann. 50-2-116; and such meetings shall be public.
- (7) The Health Board shall amend its by-laws to reflect the changes set forth herein

V. HEALTH DEPARTMENT EMPLOYEES

- (1) The Health Officer shall, subject to applicable collective bargaining

agreements and personnel policies, have full responsibility for the hiring, terminating, and supervision of health department employees.

- (2) The Health Officer shall be a member of Missoula City and County Senior Leadership/Management teams.
- (3) Health Department employees shall be considered County employees.
- (4) Employee grievances shall be processed in accordance with the provisions of applicable collective bargaining agreements. Grievances by non-union employees shall be processed in accordance with the Missoula County Human Resources Policies.

VI. PROCUREMENT AND CONTRACTS

The Health Officer and the Missoula City-County Health Department are subject to all Missoula County policies and procedures, including but not limited to human resources, risk, legal, procurement and contracting. The County Commissioners are the contracting entity for Contracts between the Health Department and/or Health Officer and any other contracting entity or agency subject to the Missoula County Purchasing and Contracts Policy.

VII. BUDGET AND FINANCE

- (1) The City shall pay 60% of all personnel costs, including fringe, for Missoula City-County Health Department employees, and the County shall pay the remaining 40%. The City shall pay 60% of all operational costs for the Missoula City-County Health Department, and the County shall pay the remaining 40%. The parties agree to meet and negotiate this percentage every two years with the principal benchmark being the pro rata share of taxable value within the city limits versus the county-only area. This

provision does not apply to grant-funded expenses. The City typically funds these costs from an allocation of its general fund revenues. The County typically funds these costs from its special health levy that is only assessed on properties outside the city limits.

- (2) The City and County shall each pay 50% of building costs, including maintenance, utilities and long-term capital costs for the building located at 301 W. Alder. The County will insure and cover losses associated with this property. To implement this provision, 50% of the building costs and maintenance above will be phased into the city budget over five years.
- (3) The Health Board must annually review and approve the Health Fund, budget, and recommend the budget to the City and County in accordance with City and County budget timelines.
- (3) The County may continue to levy a special mill levy outside the City limits, and the City may levy a special mill levy inside the City limits to fund their share of the program in accordance with State Law.
- (4) All funds received pursuant to the provisions set forth above, along with such other funds as might be received from grants, gifts, donations, or fees for service shall be deposited in the Health Fund account with the County.
- (5) The Health Board shall be responsible for monitoring the expenditure of funds and the receipt of anticipated revenues by the Health Department.

VIII. GOVERNING BODY

The Governing Body for the Health Board is both the County Commissioners and the City Council. When the Health Board recommends adoption of rules, both the County Commissioners and City Council will consider the recommendation in each governing

body's regular meetings with a quorum from each body present. However, a joint meeting of the County Commissioners and City Council shall be held on proposed adoption of or amendments to the Missoula City-County Health Code at the request of the Health Officer. The County Commissioners and City Council shall follow the requirements set forth in state law applicable to County Ordinances and Municipal Ordinances, including initial adoption and final adoption of the Ordinance pursuant to MCA 7-5-103.

If both the County Commissioners and City Council reject the recommended adopted rule, then the recommended adopted rule will be deemed denied. If both the County Commissioners and City Council accept the recommended adopted rule, then the recommended adopted rule will be deemed accepted by the Governing Body. If, during separate meetings regarding initial adoption, the County Commissioners and the City Council do not agree as to whether to adopt the recommended rule, the parties agree to work in good faith toward an agreed-upon outcome prior to the subsequent joint public hearing regarding final adoption.

If, during the joint meeting regarding final adoption, the County Commissioners and City Council are not in agreement as to whether to adopt, amend or rescind the recommended rule, the County Commissioner's decision will apply county-wide outside the city limits, and the City Council's decision will apply within the city. Nothing precludes the County Commissioners from enacting an emergency ordinance that applies county-wide during the pendency of this process.

When the Health Board passes county-wide rules in response to an emergency declared by the state or local government, or the Health Officer issues an order in response to an emergency declared by the state or local government, such rule, directive or order will remain in effect for the duration of the emergency unless amended or rescinded by a

quorum of both the County Commissioners and the City Council in a joint public meeting. The same process outlined above for non-emergency recommended rules shall apply.

The parties agree that Governing Body has no authority to amend or rescind Health Board decisions regarding requests for variances from the Missoula City-County Health Code or Health Board review of administrative decisions relating to violations of the Missoula City-County Health code.

The parties agree that the Governing Body has no authority to amend or rescind Missoula City-County Health Officer Orders not in response to the declaration of an emergency or disaster by the state or governing body.

The parties agree that the Governing Body has no authority to amend or rescind rules issued by boards created by other interlocal agreements, including the air quality board, water quality board, and animal control board.

VIII. DUTIES AND POWERS OF THE HEALTH OFFICER

For the purposes of the Health Officer's employment, the County Commissioners are the Governing Body. The Health Officer is a Missoula County employee whose employment is governed by the Missoula County HR policies and procedures. The Health Board shall conduct an annual evaluation of the Health Officer and will make a recommendation to the County Commissioners regarding appointment of the local health officer and renewal, termination, extension and terms of the Employment Agreement with the Health Officer. The County Commissioners will consider community input and input from the Missoula City Council when making a decision regarding the Health Board's recommendation regarding selection of a new Health Officer. The City Council may appoint a representative to serve on the selection committee in an advisory capacity when a new Health Officer is recruited.

Subject to the Governing Body authorities set forth herein, the Health Officer shall exercise his/her/their duties and powers pursuant to Mont. Code Ann. Title 50, Chapter 2, Part 1 without supervision by County or City employees or elected officials.

Because Health Department employees are County employees, the Health Officer shall be supervised by the Missoula County Chief Administrative Officer relating to county policies and procedures.

IX. DEFAULT

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, provide a written description of the defect or failure to the other party, and:
 - 1) If the defect or failure to perform can be cured, demand specific remedial action within 90 days;
or
 - 2) 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
 - 3) 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.

4) Where appropriate, obtain completion of the performance of the remaining balance of the Agreement with the original party.

5) The parties agree to mediate in good faith within 60 days of notice of defect or failure to perform prior to terminating. This timeline may be extended by agreement between the parties.

X. IMPLEMENTATION

(1) The terms and conditions of this agreements shall become effective upon the signature by both parties.

(2) This Agreement shall supersede all other agreements and understandings between the City and County relating to the organization and operation of the Health Board.

DATED this ____ day of _____, 2022.

Attest:

MAYOR OF MISSOULA

CITY CLERK

CITY COUNCIL, PRESIDENT

BOARD OF MISSOULA COUNTY COMMISSIONERS

Chairman

Commissioner

Commissioner