INTERLOCAL AGREEMENT AMONG GALLATIN COUNTY, CITY OF BOZEMAN, AND CITY OF BELGRADE ESTABLISHING A CITY-COUNTY BOARD OF HEALTH

This Interlocal Agreement ("Agreement") is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated ("MCA") among Gallatin County ("County"), a political subdivision of the State of Montana with principal offices at 311 West Main Street, Bozeman, Montana 59715; the City of Bozeman, a self-governing municipality with principal offices at 121 N Rouse Avenue, Bozeman, Montana 59715; and the City of Belgrade, a self-governing municipality with principal offices at 91 East Central Avenue, Belgrade, Montana 59714 (hereafter "Parties" or "the Parties").

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Sections 7-11-101 through 7-11-108, MCA; and

WHEREAS, the County, the City of Bozeman, and the City of Belgrade are separate legal entities that have individual rights and duties as outlined in Montana statute; and

WHEREAS, §50-2-105, MCA, requires a city board of health in each first- and second-class city; and

WHEREAS, §50-2-106, MCA, authorizes formation of a city-county board of health; and

WHEREAS, Gallatin County and the City of Bozeman previously entered into an Interlocal Agreement establishing the Gallatin City-County Board of Health; and

WHEREAS, the City of Belgrade is now required to have a Board of Health and desires to be a party to a city-county board of health with the County and the City of Bozeman; and

WHEREAS, §50-1-101(8)(c), MCA (2021), provides that the "local governing body" or "governing body" is "the entity identified as the governing body as established in the bylaws, interlocal agreement, or memorandum of understanding creating a city-county local board of health;" and

WHEREAS, it is financially and operationally efficient and advantageous to the Parties and the public to create a city-county board of health.

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein, the Parties agree as follows:

1. **PURPOSE OF INTERLOCAL AGREEMENT.** The purpose of this Agreement is to establish a City-County Board of Health among Gallatin County and the Cities of Bozeman and Belgrade and to define the membership and responsibilities of the Parties and the Board.

2. **SEPARATE LEGAL ENTITY.** No separate legal entity is created by this Agreement.

3. **GOVERNING BODY.** The Governing Body of the City-County Board of Health is comprised of the Board of County Commissioners, one Bozeman City Commissioner, and one Belgrade City Council Member. At least two concurring votes of the Board of County Commissioners and at least one concurring vote of either the Bozeman City Commission or Belgrade City Council shall be required for the passage of any decision by the Governing Body.

4. **RESPONSIBILITIES OF THE GOVERNING BODY.** The Governing Body may exercise only the specific powers and duties granted by this Agreement as follows:

   a. Appoint a local health officer to be employed by the County;

   b. In accordance with § 50-2-116(1)(j), MCA, and subject to the provisions of § 50-2-130, MCA, adopt necessary regulations that are not less stringent than state standards for the control and disposal of sewage from private and public buildings and facilities that are not regulated by Title 75, Chapter 6, or Title 76, Chapter 4, MCA;

   c. Adopt necessary fees to administer regulations for the control and disposal of sewage from private and public buildings and facilities;

   d. Adopt regulations that do not conflict with § 50-50-126, MCA, or rules adopted by the Montana Department of Public Health and Human Services:

      i. For the control of communicable diseases;

      ii. For the removal of filth that might cause disease or adversely affect public health;

      iii. Subject to the provisions of §50-2-130, MCA, for sanitation in public and private buildings and facilities that affects public health and for the maintenance of sewage treatment systems that do not discharge effluent directly into state water and that are not required to have an operating permit as required by rules adopted under §75-5-401, MCA;

      iv. Subject to the provisions of § 50-2-130 and Title 50, chapter 48, MCA, for tattooing and body-piercing establishments that are not less stringent that state standards for tattooing and body-piercing establishments;

      v. For the establishment of institutional controls that have been selected or approved by the United States Environmental Protection Agency as part of a remedy for a facility under the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1990, 42 USC 9601, et seq. or Montana Department of Environmental Quality as part of a remedy for a facility under the Montana Comprehensive Environmental Cleanup and Responsibility Act, Title 75, Chapter 10, Part 7, MCA; and

      vi. To implement the public health laws; and

e. Pursuant to § 50-2-116(4), MCA, amend, rescind, or otherwise change a directive, mandate, or order issued by the City-County Board of Health or local health officer in response to a declaration of emergency or disaster by the governor as allowed in § 10-3-303, MCA, or by the principal executive officer of the County as allowed in § 10-3-402 and § 10-3-403, MCA, after holding a public meeting and allowing public comment.

5. **CITY-COUNTY BOARD OF HEALTH.** The City-County Board of Health shall be known as the "Gallatin City-County Board of Health." The City-County Board of Health shall be composed of nine members, as follows:

   a. One County Commissioner, or County designee;

   b. One Bozeman City Commissioner, or Bozeman designee;

   c. One Belgrade City Council Member, or Belgrade designee;

   d. Two members, in addition to the member described in 5(a) above, appointed by the Board of County Commissioners;

   e. Two members, in addition to the member described in 5(b) above, appointed by the Bozeman City Commissioners; and

   f. Two members, in addition to the member described in 5(c) above, appointed by the Belgrade City Council.

   Upon approval of this Agreement, the Board's County Commissioner, City Commissioner, and City Council Member shall each serve three-year terms. One of the County Commissioners' appointed members shall serve a two-year term and one member a one-year term. One of the Bozeman City Commissioners' appointed members shall serve a two-year term and one member a one-year term. One of the Belgrade City Council's appointed members shall serve a two-year term and one member a one-year term. Subsequent appointments shall be for staggered three-year terms.

   Board members shall be appointed to represent various geographical areas of Gallatin County and various disciplines and occupations, such as health care, community health, strategic planning, soil and water sciences, environmental health, civil engineering, and wastewater treatment system installation. Board members shall serve at the pleasure of the appointing governing body.

6. **RESPONSIBILITIES OF THE CITY-COUNTY BOARD OF HEALTH.** The City-County Board of Health shall perform the following responsibilities:

   a. Recommend to the Governing Body the appointment of a local health officer who is:
      i. A physician;

ii. A person with a master's degree in public health; or

iii. A person with equivalent education and experience, as determined by the department;

b. Elect a presiding officer and other necessary officers;

c. Adopt bylaws to govern meetings;

d. Hold regular meetings at least quarterly and hold special meetings as necessary;

e. Identify, assess, prevent, and ameliorate conditions of public health importance through:

i. Epidemiological tracking and investigation;
ii. Screening and testing;
iii. Isolation and quarantine measures;
iv. Diagnosis, treatment, and case management;
v. Abatement of public health nuisances;
vi. Inspections;
vii. Collecting and maintaining health information;
viii. Education and training of health professionals; or
ix. Other public health measures as allowed by law;

f. Protect the public from the introduction and spread of communicable disease or other conditions of public health importance, including through actions to ensure the removal of filth or other contaminants that might cause disease or adversely affect public health;

g. Supervise or make inspections for conditions of public health importance and issue written orders for compliance or for correction, destruction, or removal of the conditions;

h. Bring and pursue actions and issue orders necessary to abate, restrain, or prosecute the violation of public health laws, rules, and local regulations;

i. Identify to the Montana Department of Public Health and Human Services an administrative liaison for public health in accordance with § 50-2-116(1)(i), MCA;

j. Propose the regulations for adoption by the Governing Body, and adopt procedural rules necessary to implement and enforce the regulations adopted by the Governing Body;

k. Hear and decide variance requests from the minimum requirements of the regulations adopted by the Governing Body for the control and disposal of sewage, consistent with Admin. R. Mont. 17.36.922;

l. Hear and decide appeals that allege error of any written decision of the local health officer; and

m. Review and make recommendations to the Health Department regarding its proposed annual budget.

The City-County Board of Health also may:

a. Accept and spend funds received from a federal agency, the state, a school district, or other persons or entities, subject to the approval by the County of any contract awarding such funds;

b. Promote cooperation and formal collaborative agreements between the local board of health and tribes, tribal organizations, and the Indian health service regarding public health planning, priority setting, information and data sharing, reporting, resource allocation, service delivery, jurisdiction, and other matters addressed in this title; and

c. Provide, implement, facilitate or encourage other public health services and functions as considered reasonable and necessary, subject to the approval by the County of any contract providing for such services or functions.

7. **COUNTY RESPONSIBILITIES**. The County shall retain all powers and duties not delegated to the Governing Body or the Board of Health by this Agreement and shall perform the following responsibilities:

a. Employ and manage the local health officer;

b. Hire, manage, and supervise all Health Department employees (through the local health officer) consistent with Gallatin County personnel policies;

c. Adopt a budget that provides for efficient and effective operation of the City-County Board of Health and the Health Department;

d. For the purposes of financing, the Parties mutually agree that the County shall be responsible for 100% of the total expenses of the Board of Health. The total expenses will be financed by an appropriation from the general fund of the County after approval of a budget in the way provided for other county offices and departments under Title 7, Chapter 6, Part 40. This appropriation will be funded by a County-wide mill levy, including properties inside the municipal boundaries, subject to §15-10-420, MCA;

e. Enter all contracts on behalf of the Board of Health and Health Department;

f. Enforce violations of the regulations adopted by the Governing Body and the public health laws on behalf of the Board of Health or Health Department; and

g. Acquire and dispose of any property for the Board of Health or Health Department according to Montana law, which property shall be held in the name of Gallatin County.

8. **EFFECTIVE DATE.** This Agreement shall be effective on the date the last party executes this Agreement.

9. **TERM.** This agreement shall be perpetual, unless modified or terminated as provided in this Agreement.

10. **AMENDMENT.** The terms and conditions of this Agreement may not be amended except by an instrument in writing executed by all of the Parties. Any party may request an amendment by serving a written notice on the other Parties. An Amendment is effective when executed in writing by all Parties.

11. **TERMINATION.** Any party may terminate its participation in this Agreement when its governing body adopts a resolution for termination and it serves written notice of intent to terminate on the other Parties, not less than six months before the end of the current fiscal year.

12. **NON-WAIVER.** Waiver by any party of strict performance or any provision of this Agreement shall not be a waiver of or prejudice to any of the party's rights to require strict performance of the same provision in the future or of any other provisions.

13. **HEADINGS.** The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision in this Agreement.

14. **NOTICES.** All notices required under this Agreement shall be deemed properly served if delivered in writing, personally or sent by certified or registered mail to the last address previously furnished by the Parties. Until hereafter changed by the Parties by notice in writing, notices shall be sent to the Gallatin County Administrator, 311 West Main Street, Bozeman, Montana 59715; the Bozeman City Manager, 121 N Rouse Avenue, Bozeman, MT 59715; and the Belgrade City Manager 91 East Central Avenue, Belgrade, MT 59714. The date of mailing shall be deemed the date of service.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter.

16. **APPLICABLE LAW, VENUE, AND ATTORNEY'S FEES.** This Agreement shall be governed by the laws of the State of Montana and any action to enforce any right or obligation shall be brought in the Eighteenth Judicial District Court of Montana. The prevailing party, in any action to enforce this Agreement, shall be entitled to attorney's fees including those of the Bozeman City Attorney's Office, the Belgrade City Attorney's Office, or the County Attorney's Office.

17. **MEDIATION.** Should a dispute arise as to the meaning of any provisions of this Agreement or the Parties' respective rights and obligations under this Agreement that cannot be resolved by the Parties' or their designees administering this Agreement, the dispute shall be submitted to mediation. A request to mediate shall be submitted in writing by the party desiring mediation and shall specify the dispute for mediation. Within ten (10) working days after receipt of a request for mediation, the other parties receiving the request shall submit a written response stating their position on the dispute.
If no agreement or resolution is reached within ten (10) working days after receipt of the responses by the requesting party, the requesting party shall provide a list of three (3) names of mediators to the other parties, who shall strike one name from the list. The party requesting mediation shall then select the mediator from the remaining name(s).

Any decision or recommendation of the mediator is not binding on the Parties. Each party shall be equally responsible for the costs of the mediation.

If the Parties are unable to resolve the dispute through mediation, then such dispute may be resolved in a court of competent jurisdiction in compliance with the Applicable Law provision of this Agreement.

18. **ASSIGNMENT.** No Party may assign, transfer, or convey any right or obligation set forth in this Agreement without the prior written consent of all the other Parties.

19. **SEVERABILITY.** The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

20. **AUTHORITY.** Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on the Party's behalf for whom they executed the Agreement.

21. **RECORDATION.** The County will be responsible for filing an executed copy of this Agreement with the Gallatin County Clerk and Recorder and Montana Secretary of State as required by § 7-11-107, MCA.

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GALLATIN COUNTY, MONTANA

By: _____ May 31, 2022
Chair, Board of County Commissioners — Date

ATTEST:

_____
Gallatin County Clerk and Recorder

CITY OF BOZEMAN, MONTANA

By: _____ 6.2.22
Mayor — Date

ATTEST:

Mike Maas
Bozeman City Clerk

CITY OF BELGRADE, MONTANA

By: _____ 6-7-2022
Mayor — Date

ATTEST:

Susan Caldwell
Belgrade City Clerk