

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF GREAT FALLS and CASCADE COUNTY
ESTABLISHING AN INTERIM LOCAL GOVERNING BODY FOR THE CITY-COUNTY BOARD OF
HEALTH

This MEMORANDUM of UNDERSTANDING (MOU) is made and entered into and between the City of Great Falls, hereinafter referred to as the City, and the Cascade County hereinafter referred to as the County.

WHEREAS, effective March 4, 1975, the City and County executed an Agreement (Agreement) whereby they mutually agreed to unite in the organization and maintenance of a City-County Health Department (CCHD); and

WHEREAS, pursuant to the Agreement, the City and County mutually agreed to "unite in the organization and maintenance of" the CCHD; and

WHEREAS, pursuant to the Agreement, the City and County mutually agreed to participate in the financial maintenance of the CCHD and to mutually agree on the division of the expenses of the CCHD; and

WHEREAS, pursuant to the Agreement, the City and County created a combined City County Board of Health (BOH) for the CCHD with full supervision and control over all matters pertaining to the prevention of disease and promotion of the public health within the City and the County; and

WHEREAS, the BOH adopted By-Laws which were recorded with the Cascade County Clerk and Recorder's Office on or about September 21, 2018 at R0361300; and

WHEREAS, the 67th Montana Legislature recently adopted House Bill 121 (HB 121) and House Bill 257 (HB 257) which were, predominantly, effective immediately; and

WHEREAS, HB 121 amended Montana Code Sections 50-1-101, 50-2-116, 50-2-118, 50-2-124 and 50-2-130; and

WHEREAS, HB 257 amended Montana Code Sections 7-1-111, 7-1-2103, 7-1-424, 7-5-121, 7-5-4201, 10-3-301, 50-2-118, 50-2-123, 50-2-120; and

WHEREAS, the collective statutory revisions pursuant to HB 121 and HB 257 ~~vastly~~ diminish the independent authority of the BOH, ~~establish it primarily as an advisory board,~~ and subject it to the authority of a "governing body" or "local governing body" (Governing Body); and

WHEREAS, ~~the terms "governing body" and "local governing body" Governing Body has been~~ are now defined at Montana Code Section 50-1-101(8) as meaning "the board of county commissioners that oversees a county board of health; the elected governing body of a city that oversees a city local board of health; or 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 or a local district board of health"; and

WHEREAS, as the Agreement and the By-laws pre-date HB 121 and HB 257, neither the Agreement nor the BOH By-Laws identify ~~whether City or the County any entity to shall~~ serve as the ~~Governing Body~~ "governing body" or "local governing body" of relative to the BOH; and

WHEREAS, ~~the County and the City believe that it is in the best interest of the citizens of Cascade the authority of the County and the City of Great Falls is geographically larger than the City, the personnel operating the CCHD are County employees, the County provides roughly 75% of the local tax funding for the organization, maintenance and operation of the CCHD, the County holds the liability for the actions of the CCHD, and the County Attorney is the legal advisor and represents the BOH in matters relating to the functions, powers and duties to make an interim designation of an entity to temporarily serve as the "local governing body" as required by HB 121 and HB 257; and~~

WHEREAS, the County and the City also believe that it is in the best interest of the citizens of Cascade County and the City of Great Falls to establish a working group to evaluate and investigate a more permanent designation of an entity to serve as the "local governing body", as well as potential changes to the Agreement and By-Laws, potential changes in the structure of the BOH and/or other revisions to the operation of the CCHD and BOH; and

WHEREAS, the County and City intend that the entity designated as the interim "local governing body" by this MOU will assume all obligations and responsibilities for oversight of the CCHD and BOH as envisioned by HB 121 for a limited time period sufficient to allow the working group to make recommendations which are accepted by the County and the City;

~~WHEREAS, based upon the foregoing, the City and County believe that it is in the best interest of the City and County that the Board of Cascade County Commissioners be recognized as the governing body of the BOH.~~

NOW, THEREFORE, the parties agree as follows:

1. Effective immediately and only for the interim duration of this Agreement, the Board of Cascade County Commissioners shall be recognized as the entity designated as the "local governing body" of the City-County Board of Health, with one City Commissioner to serve as a

non-voting liason member of the entity, and with the local governing body being subject to all applicable requirements relating to open meetings, public notice and other requirements relating to public entities.

2. Effective immediately, the Agreement shall be deemed modified to the limited extent necessary ~~to~~ for the CCHD and BOH to operate in compliance with the requirements of HB 121 and HB 257, with the remaining terms and conditions of the Agreement to remain in full force and effect.

3. The City and County will establish a working group to collaborate on revising the Agreement to address ~~funding commitments, budgeting practices, BOH appointments, and other essential terms and conditions~~ a more permanent designation of an entity to serve as the local governing body, potential changes to the Agreement and By-laws, potential changes to the structure of the BOH, and/or other revisions to the operation of the BoH and/or CCHD.

4. The working group will be comprised of a County Commissioner, a County staff person, two City Commissioners, a City staff person and such other staff members as the City and County may deem appropriate. The working group will convene as soon as and as regularly as possible to develop recommendations to the Board of County Commissioners and the City Commission concerning the matters referenced above.

5. This Agreement will expire on its terms on December 1, 2021.

DATED this _____ day of _____, 2021.

CITY OF GREAT FALLS,
MONTANA

Greg Doyan, City Manager

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
Sara R. Sexe, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

ATTESTED this ____ day of _____, 2021

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.