

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSOULA AND THE COUNTY OF MISSOULA TO COOPERATE IN THE CREATION, MANAGEMENT AND ADMINISTRATION OF A MISSOULA VALLEY WATER QUALITY DISTRICT TO PROTECT AND IMPROVE SURFACE AND GROUND WATER QUALITY IN THE MISSOULA VALLEY**

WHEREAS, pollution and degradation of surface and ground water poses immediate and long-term threats to the Missoula aquifer and the health, safety and welfare of the citizens of the Missoula community; and

WHEREAS, the 1991 Montana Legislature enacted statutory authority, set forth in Title 7, Chapter 13, Part 45 Montana Code Annotated providing for the Board of County Commissioners' creation of a local water quality district in an area established with definite boundaries for the purpose of protecting, preserving and improving the quality of both surface and ground waters; and

WHEREAS, the local governments of the city and county have limited authority to protect the quality of drinking water, groundwater and surface water in the Missoula Valley, and the creation of the Missoula Valley Water Quality District would provide local authority to enforce provisions of the Montana Water Quality Act; and

WHEREAS, the local governments of the city and county lack the funds to conduct the necessary research, monitoring, public education, facility construction, enforcement and management programs for long-term protection of water quality in the Missoula Valley, and the creation of the Missoula Valley Water Quality District would provide the money needed to run an effective local water quality management program; and

WHEREAS, in order for the Board of County Commissioners to include any incorporated city within the boundaries of the local water quality district, the governing body of the city must approve the inclusion of the city in the district and the city must concur in the resolution of intention adopted by the Board of County Commissioners for the proposed water quality district; and

WHEREAS, the City and County of Missoula have determined that the most effective and efficient way of protecting, preserving and improving the quality of both surface and ground waters serving the Missoula community is to include the City of Missoula within the boundaries of The Missoula Valley Water Quality District; and

WHEREAS, the purpose of this Interlocal Agreement is to provide the structure and basis for cooperation in the creation, management and administration of the Missoula Valley Water Quality District;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOULA AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MISSOULA, EACH A PUBLIC AGENCY OF THE STATE OF MONTANA: WITHIN THE PROVISION OF TITLE 7, CHAPTER 11, PART 1, MCA, KNOWN AS THE "INTERLOCAL COOPERATION ACT", that the City of Missoula and the County of Missoula agree it is to their mutual advantage to adopt this interlocal agreement for the purposes of creating, managing and administering the Missoula Valley Water Quality District.**

**NOW THEREFORE IT IS UNDERSTOOD AND AGREED BETWEEN THE CITY OF MISSOULA AND MISSOULA COUNTY AS FOLLOWS:**

**Section 1: Geographical Area Included in Local Water Quality District**

The geographical area to be included within the boundaries of the local water quality district created pursuant to this Interlocal Agreement shall be agreed on by both the City Council and Board of County Commissioners before adoption of a resolution of intent to create the district.

**Section 2: Purpose - Joint City and County Management and Administration of Local Water Quality District**

It is hereby agreed that the purpose and intent of this Interlocal Agreement is to create a local water quality district pursuant to Title 7, Chapter 13, Part 45, MCA. The parties hereto agree that any exercise of the following powers and duties must be approved and adopted by both the City Council and the Board of County Commissioners in order to be authorized to be implemented:

- (1) adopt local ordinances to be administered by the district;
- (2) establish or revise fees, assessed pursuant to 7-13-4523;
- (3) review and approve the annual budget of the local water quality district;
- (4) approve the construction of facilities that cost the district more than \$5,000 and that are necessary to accomplish the purposes of this local water quality district, including but not limited to facilities for removal of water-borne contaminants; water quality improvement; sanitary sewage collection, disposal, and treatment; and storm water or surface water drainage collection, disposal, and treatment. The district may spend no more than \$100,000 per year on such facilities;
- (5) adopt changes in local water quality district boundaries, proposed pursuant to 7-13-4522;

**Section 3: City-County Designated Local Water Quality District Board of Directors**

The Missoula City-County Board of Health with the addition of one member who is a Missoula Conservation District Supervisor, agreed upon by both the City and County governing bodies, shall be appointed as the Board of Directors of the local water quality district following adoption of the Board of County Commissioners resolution to create the district. The Missoula Valley Water Quality District Board of Directors shall operate under the existing by-laws of the Missoula City-County Board of Health.

Upon approval of the Board of County Commissioners resolution to create the Missoula Valley Water Quality District and appointment of the Board of Directors, the Board of Directors may exercise the powers and duties set forth in Section 7-13-4517, MCA.

**Section 4: Financing and Budget**

- A. All fees and other money received by the local water quality district shall be placed in a separate fund maintained by the county treasurer and must be used solely for the purpose for which the local water quality district was created.
- B. The yearly operations of the Missoula Valley Water Quality District shall be funded by fee assessments, grants, bequests, gifts, donations, intergovernmental transfers, remuneration for contact serves or other financial resources.
- C. The annual budget for the local water quality district shall be based on projected revenue from all sources and estimated expenditures and shall be established pursuant to a July 1 through June 30 fiscal year. The annual budget shall be approved by the City Council and

the Board of County Commissioners prior to implementation.

- D. Either the City or County of Missoula may appropriate additional funds for special programs and services to the funding government.

Section 5: Legal services

The Board of Directors of the local water quality district may contract for legal services with either the county or city attorney offices or outside counsel as the need arises.

Section 6: Personnel Administration

The employees of the Missoula Valley Water Quality District established pursuant to this Interlocal Agreement shall be staff employees of the City-County Health Department except in instances where services are performed by independent contractors.

- (1) The Director of the City-County Health Department shall have full responsibility for hiring and firing local water quality district employees in accordance with adopted labor contracts and the County Personnel Plan, except those governed by specific interlocal agreements.
- (2) The Director of the City-County Health Department shall have full responsibility for the organization of the Missoula Valley Water Quality District employees and for supervising the employees in accordance with adopted labor contracts and the County Personnel Plan.
- (3) The employees of the Missoula Valley Water Quality District shall receive full employment benefits in accordance with the Missoula County Personnel Plan and adopted contracts with collective bargaining units. City or County, may at their option and expense, employ personnel for water quality purposes who are not included in the jointly administered local water quality district.
- (4) Personnel administration shall comply with the policies and procedures of the County. The County Personnel Office shall be responsible for processing City-County Health Department requests for recruiting, promotion, compensation adjustment, etc. and shall maintain all personnel records therefore.
- (5) Negotiations with collective bargaining units representing Missoula Valley Water Quality District employees shall be conducted by the County Personnel Office.
- (6) Missoula Valley Water Quality District employees shall receive compensation from the County following regular County payroll procedures from funds deposited with the County.
- (7) Legal liability and claims administration for persons, functions, and property subject to this agreement shall be determined as follows:
  - (a) The County shall be responsible for furniture, fixtures, equipment and automobiles, paid for with water quality district fees deposited with the County. The County shall also be responsible for Missoula Valley Water Quality District employees regarding terms and conditions of employment, including, but not limited to wrongful action.
  - (b) Legal liability and claims administration for the Missoula Valley Water Quality District and in areas not covered above in (a) shall be:

- (1) the responsibility of the County with respect to all County personnel and County administration of the City-County Health Department;
- (2) the responsibility of the City if related to a City project;
- (3) the responsibility of the County if related to a County project; or
- (4) the joint responsibility of the City and County if related to a joint project or activity.

#### Section 7: Retention or Legislative and Decision Making Authority

The City Council of the City of Missoula, the Board of County Commissioners of the County of Missoula, the Health Officer and the Missoula City-County Board of Health retain all legislative and decision-making authority as provided by Montana State law that is not agreed to be exercised jointly pursuant to this Interlocal Agreement.

#### Section 8: Effective Date, Duration, Dissolution

- (a) This agreement shall become effective and binding only by ratification by both parties and shall remain in effect until termination by withdrawal of one or both parties by resolution of their governing bodies and upon giving notice in writing to each other.
- (b) Either party may terminate this agreement at the end of a fiscal year unilaterally by resolution of its governing body and upon the giving of at least six (6) months notice in writing to the other party. The termination shall become effective at the beginning of the next fiscal year, except in the event of a failure to meet any of the financial responsibilities set forth in this agreement, in which case termination may be effective at the end of the six month notice period.
- (c) Dissolution of the Water Quality District:

The Missoula City Council or the Board of County Commissioners may initiate dissolution of the local water quality district by placing the question of dissolution on the ballot, to be decided by all qualified electors within the boundaries of the district. If the City Council and Board of County Commissioners jointly agree on dissolution of the district, no referendum shall be required.

All contracted indebtedness and obligations of the Missoula Valley Water Quality District shall remain unimpaired by reason of dissolution of the district. The Board of County Commissioners and City Council shall provide for:

- (1) the payment and discharge in good faith of all the indebtedness and obligations according to the tenor of the contract or indenture agreement by which they were contracted or the indebtedness incurred; and
- (2) the collection of any indebtedness due the city or county.

In the event of dissolution of the Missoula Valley Water Quality District, the furniture, equipment, monies and other assets obtained after the formation of the district shall be returned to each government on an equal basis. Assets, including furniture and vehicles, transferred to the Missoula Valley Water Quality District pursuant to this Interlocal Agreement shall be returned when possible to the original owner (City or County). Missoula Valley Water Quality District employees retained by either the County or city shall retain all rights and benefits accrued while employed during the term of this Agreement.

This agreement shall terminate automatically at such time as the parties cease operation of a local water quality district.

Section 9: Amendment or Modification of Interlocal Agreement

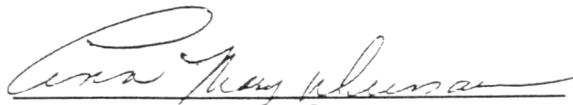
Either party may initiate a request for modification of the Interlocal Agreement by serving a written copy of the proposed modification on the other party for review and consideration. Any modification shall become effective only when agreed to in writing and approved by both parties.

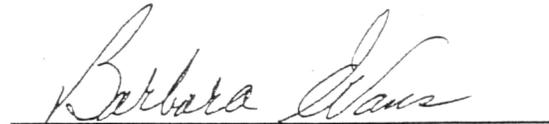
IN WITNESS WHEREOF, the City of Missoula and the County of Missoula have caused this instrument to be duly executed by their proper officers on this 9<sup>th</sup> day of June, 1993.

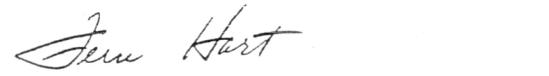
CITY OF MISSOULA

COUNTY OF MISSOULA  
BOARD OF COUNTY COMMISSIONERS

  
Daniel Kemmis  
Mayor

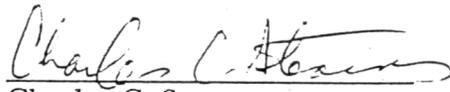
  
Ann Mary Dussault, Chair

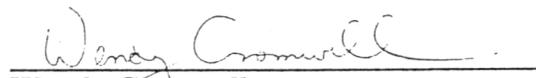
  
Barbara Evans, Commissioner

  
Fern Hart, Commissioner

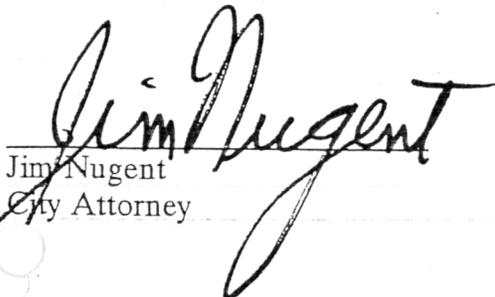
ATTEST:

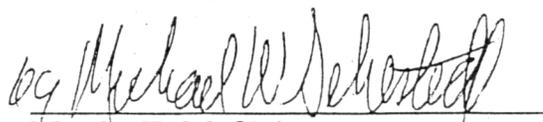
ATTEST:

  
Charles C. Stearns  
City Clerk

  
Wendy Cromwell  
Missoula County Clerk & Recorder

APPROVED AS TO FORM AND CONTENT:

  
Jim Nugent  
City Attorney

  
Martha E. McClain  
Deputy County Attorney