

FILE COPY

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSOULA
AND THE COUNTY OF MISSOULA TO COOPERATE IN THE
PROVISION OF ANIMAL CONTROL SERVICES TO THE
RESIDENTS OF MISSOULA

WHEREAS, the City and County of Missoula are both authorized by law to provide an animal control program for the purpose of enforcing an animal control ordinance (Parts 7-1-4124(21)(22)(23) M.C.A. and 7-23-2101 et.seq.); and

WHEREAS, Sections 7-11-101 through 108, M.C.A., authorize local governments to enter into interlocal agreements to jointly provide services that each are authorized to provide; and

WHEREAS, the interlocal agreement method provides a suitable and efficient mechanism for the joint provision of an animal control program; and

WHEREAS, the City and County of Missoula are desirous of entering into an Agreement whereby animal control continues to be provided from a central facility located within Missoula and operated through the joint efforts and authority of both parties; and

WHEREAS, the City and County have entered into an interlocal agreement forming the Missoula City-County Board of Health and the Missoula City-County Health Department which can administer the animal control program; and

WHEREAS, the authority for local rabies control is within the jurisdiction of local health boards (50-2-116 M.C.A.); and

WHEREAS, Missoula City Ordinance 8.28.010 through 130 provides for control of garbage and rubbish within the City of Missoula and to all areas within a four and one-half mile radius of the city limits; and

WHEREAS, the Missoula City-County Board of Health Rule No. 2, Sections 1 through 8, provides for the control of garbage and rubbish within all of Missoula County; and

WHEREAS, animals allowed to roam at-large within the City and County of Missoula contribute to problems in garbage and rubbish storage and disposal; and

WHEREAS, the purpose of this Agreement is to provide a basis for cooperation between the City and County of Missoula which will result in equitable and effective animal and garbage control for all residents of Missoula County; and

WHEREAS, the City and County of Missoula have agreed to furnish funds and revenues to the Missoula City-County Health Department to provide for the cost of personnel and operations of the joint City-County Animal Control Program;

NOW, THEREFORE, BE IT RESOLVED, in the consideration of the execution of this Agreement and the mutual covenants hereinafter expressed, the parties join in establishing and maintaining a joint City-County Animal Control Program under the terms, conditions, and covenants herein;

BE IT FURTHER RESOLVED, the parties also join in establishing and maintaining joint garbage and rubbish control services under the terms, conditions, and covenants herein.

IT IS MUTUALLY AGREED AS FOLLOWS:

As hereinafter provided, the City and County of Missoula agree to support a City-County Animal Control Program administered jointly with garbage control, in order to provide efficient animal and garbage control services to all residents within the County of Missoula.

I. Animal Control Program Administration

- A. The Animal Control Program shall be administered by the Director of the Missoula City-County Health Department, within the Division of Environmental Health.
- B. Animal control policies shall be reviewed by an Animal Control Board to ensure consistency with all City ordinances and County resolutions pertaining to animal control.

1. The Missoula City-County Animal Control Board members shall be appointed and shall serve as follows:

- a. The Animal Control Board shall consist of 5 members:
 - i. Two members shall be appointed by the City Council (one of which may be a member of the City Council);
 - ii. Two members shall be appointed by the Board of County Commissioners (one of which may be a member of the Board of County Commissioners);
 - iii. The fifth member shall be selected by the first 4 appointees and shall be a

licensed veterinarian.

- b. Board members initial appointments shall be staggered such that their terms do not expire at the same time. For the purpose of an orderly transition, the terms of the appointees shall be as follows:
 - i. The term of one member appointed by the City Council shall be for one year initially, then two years thereafter;
 - ii. The term of the second member appointed by the City Council shall be for two years;
 - iii. The term of one member appointed by the Board of County Commissioners shall be for one year initially, then two years thereafter;
 - iv. The term of the second member appointed by the Board of County Commissioners shall be for two years;
 - v. The term of the fifth member, the licensed veterinarian, shall be for one year initially, then two years thereafter.
 - c. All appointees shall serve until their successors have been selected.
 - d. All terms shall expire on December 31.
 - e. All vacancies, whether by resignation, expiration or removal for cause, shall be filled by the appointing authority within 30 days of the vacancy.
 - f. Members shall serve no more than (3) full, consecutive terms, not including any partial term served.
2. The duties of the Animal Control Board shall consist of the following:
- a. Reviewing policies and procedures for the Animal Control Program, recommending revisions as necessary;
 - b. Reviewing quarterly reports submitted by

animal control personnel;

- c. Maintaining good working relations between all agencies and groups involved in animal control and animal care in the community by providing a forum for discussing and solving animal control problems;
- d. Providing for the yearly inspection of the Animal Shelter by a licensed veterinarian from the United States Department of Agriculture, and submitting a report on that inspection to the City Council and the Board of County Commissioners;
- e. Recommending changes in ordinances pertaining to animal control;
- f. Recommending changes in the City-County Interlocal Agreement;
- g. Performing other duties as assigned to the Board by ordinance or by resolution by either governing body.

II. Garbage Control Program Administration

- A. The Garbage Control Program for the City and County of Missoula shall be administered jointly with animal control by the Missoula City-County Health Department.
- B. Garbage control policies and procedures shall be established by the Missoula City-County Board of Health and reviewed by the local governing bodies to ensure that they are consistent with city ordinances and county resolutions pertaining to garbage control.

III. Budget and Finance

- A. The City and County agree to fund animal control and garbage ordinance enforcement by the following process:
 1. Within the Health Department's budget, a separate account shall be established which will include:
 - a. The total amount of funds needed to staff, maintain, and implement the joint Animal Control/Garbage Control program for the City and County. This amount will include the operation expenses of the Animal Shelter;

- b. The total anticipated revenues from non-tax sources, such as animal licenses, impoundment fees, donations, and grants;
 - c. The total budget request, consisting of the difference between the total funds needed and the anticipated non-tax revenues, which shall be included as part of the Health mill levy.
- B. The City and County shall each contribute a mutually agreed upon share of the Health mill request as set forth in the Budget and Finance Section in the Interlocal Agreement creating the City-County Health Board and City-County Health Department (January, 1981 - Section VI, 1 through 3).
- C. Funds may be placed in a capital improvement program for acquisition and replacement of property and equipment and for improvements necessary for the operation of the Animal Control Program.
- D. A category of special budget requests funded by sources of revenue other than local taxes may be considered for projects such as capital improvements, long-term funding commitments, or special one-time allocations. These will be reviewed and must be approved by both the City and County for inclusion in the budget.

IV. Legal Services, Court Jurisdiction, and Law Enforcement Support

- A. Legal services shall be provided by the City Attorney and County Attorney with regard to matters under their respective jurisdictions.
- B. Cases involving violations of city ordinances pertaining to animal or garbage control shall be referred to Municipal Court; cases involving violations of Health Board regulations, county ordinances or resolutions, or State codes shall be referred to the appropriate jurisdiction: Municipal Court, Justice of the Peace, or District Court.
- C. Emergency and back-up enforcement for animal and garbage control personnel shall be provided by law enforcement officers in their appropriate jurisdictions; i.e., Police officers within their jurisdiction, and Sheriff deputies within their jurisdiction.

V. Transition

In order to effect a smooth transition to the new program administration, the following procedures shall be followed:

- A. All current animal control property (non-real estate) will be inventoried and appraised for current value.
- B. All City and County property necessary for this program, with the exception of real estate and improvements currently constructed thereon, shall be transferred to the County for use by the City-County Health Department for the duration of this Agreement.
- C. Current City and County animal control staff will be administered as follows:
 1. City employees will be given the option of remaining with the City or transferring to the County;
 2. City employees who choose to stay with the City will receive equitable salary and benefits with County employees;
 3. City employees who transfer to the County will retain all seniority rights, provided that the retention of seniority is permissible under the terms of the applicable labor agreement or is specifically agreed to by the appropriate union(s) (and/or collective bargaining association(s)).
 4. Employees who remain with the City will be administered according to City personnel policies and procedures, while all County employees will be administered according to County personnel policies and procedures.
 5. All new employees, whether through vacancies or new positions, will be County employees, except that through June 30, 1986, all new employees will have the option of becoming either City or County employees. This provision shall be reviewed prior to June 30, 1986, upon written request from either the City or the County.
- D. Appropriate departments within the City will continue to supply administrative services to all employees who choose to remain with the City; appropriate departments in the County will supply administrative services to all County employees in the animal and garbage control program.

E. Where transfers of City employees to the County will occur, the respective administrations of the City and County shall establish procedures to transfer those employees and all concomitant management responsibilities.

F. Within 60 days of the effective date of this Agreement, an Animal Control Board shall be appointed, pursuant to the appropriate sections of this Agreement.

G. For FY86, the budget for the City-County Animal and Garbage Control Programs shall be the budget as fixed by the Missoula City Council and the Board of County Commissioners. Upon the effective date of this Agreement, the balance of the City and County Animal Control budgets shall be transferred to the Health Department for the remainder of the fiscal year.

H. Within 7 days from the date both governing bodies have adopted and executed this Agreement, the County Attorney shall forward this Agreement to the Attorney General of the State of Montana for his approval, pursuant to M.C.A. 7-11-106, 1981.

VI. Effective Date, Duration, and Dissolution

A. This Agreement shall become effective October 1, 1985, after receiving notice of approval by the Attorney General of the State of Montana. It shall remain in effect until termination by either party pursuant to the termination provisions set forth herein. This Agreement may be amended from time to time by mutual agreement of the City and County.

B. Either party may request an amendment by serving a written copy of the proposed amendment on the other party. An amendment shall become effective when ratified by both parties.

C. Either party may terminate this Agreement by action of either governing body by giving at least (90) days notice in writing to the other governing body. The termination shall become effective at the beginning of the next fiscal year.

D. City and County employees retained by either City or County after the termination of this Agreement shall receive rights and benefits afforded current with City or County employees of their respective work units.

E. Upon termination of this Agreement, all property belonging to the City, prior to the effective date of this Agreement, shall revert back to City ownership. All property belonging to the County prior to the effective date of this Agreement shall revert back to County ownership. All property acquired during the term of this Agreement shall be distributed to the parties in proportion to their contribution toward acquisition during the term of the Agreement.

Signed and Agreed to this 12th day of August, 1985

City of Missoula
Missoula, Montana

County of Missoula
Missoula, Montana

[Signature]
Mayor

[Signature]
Chair, Board of County Commissioners

B. D. m. Potts
President, City Council

[Signature]
Commissioner

[Signature]
City Attorney

[Signature]
Commissioner

by [Signature]
County Attorney

City-County Board of Health
Missoula, Montana

[Signature]
Chair, Board of Health

Attest:
[Signature]
City Clerk

Attest:
[Signature]
Clerk and Recorder

MONTANA DEPARTMENT OF JUSTICE
29 August 19 85
APPROVED AS TO FORM

8514610

[Signature]
Attorney General
By [Signature]
Assistant

I received and filed this instrument for record on the 3 day of Sept, 1985 at 4:10P M.
and it is recorded in Vol. 227, on Page 1653, Micro Records of the County of Missoula, State of
Montana. Witness my hand, Fern Hart, County Recorder, by [Signature], Deputy.
Fee CA Fee — Pd. — Return: CA file & bag file

ADMINISTRATIVE MEMORANDUM OF AGREEMENT

RE: TRANSFER OF EMPLOYEES PURSUANT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSOULA AND THE COUNTY OF MISSOULA TO COOPERATE IN THE PROVISION OF ANIMAL CONTROL SERVICES TO THE RESIDENTS OF MISSOULA.

It is hereby agreed by the City and the County of Missoula that:

1. The City and County of Missoula agree to the transfer of animal control employees from City employment to County employment.
2. The City agrees to forward to the County the cash value of the accumulated sick and/or vacation leave accumulated by the employee during his/her employment with the City. The City will transfer only the amount authorized by the employee, the remainder to be paid by the City to the employee upon his/her separation from City employment.
3. The County of Missoula agrees to assume the future liability for the separation pay (accumulated sick and vacation leave) of any employee who opted to transfer from City employment to County employment as a result of the above-referenced Interlocal Agreement. Once transferred, in the event the employee terminates his/her employment with the County, it is hereby agreed that the County shall be responsible for any and all sick and vacation separation pay that the employee may be entitled to.

Signed and agreed to this 5 day of Nov, 1988.

City of Missoula
Missoula, Montana

Dave Wilcox

Dave Wilcox
Chief Administrative Officer

County of Missoula
Missoula, Montana

Howard Schwartz

Howard Schwartz
Executive Officer

City-County Board of Health
Missoula, Montana

Gary Ege

Gary Ege, Director
Department of Health

Attach to animal control Interlocal Agreement. DW