

MEMORANDUM OF UNDERSTANDING

The LEWIS AND CLARK COUNTY WATER QUALITY PROTECTION DISTRICT BOARD OF DIRECTORS (DISTRICT BOARD) enters into this Memorandum of Understanding (MOU) with the governing boards of LEWIS AND CLARK COUNTY and the LEWIS AND CLARK CITY-COUNTY HEALTH DEPARTMENT, namely Board of County Commissioners (BOCC) and Lewis and Clark City-County Board of Health (BOARD OF HEALTH), for the purpose of clarifying each entity's roles and responsibilities in the implementation and operation of the Water Quality Protection District, established pursuant to Sections 7-13-4501 through -4529, MCA.

Both the DISTRICT BOARD and the BOARD OF HEALTH have responsibilities with regard to protecting water quality in Lewis and Clark County. It is critical to avoid duplication of effort, which wastes public resources and results in inefficiencies. Therefore, it is necessary for the DISTRICT BOARD and BOARD OF HEALTH to work in close coordination with each other to ensure timely, efficient, and proper implementation of state and local laws and regulations governing the Lewis and Clark County Water Quality Protection District.

The above-named entities execute this MOU to promote maximum efficiency with the minimum possible expenditure of public funds. Cooperation and mutual assistance among these entities is of utmost importance. However, nothing in this MOU shall be construed to restrict the DISTRICT BOARD'S or the BOARD OF HEALTH'S authority to act in fulfillment of statutory responsibilities.

I.

The Water Quality Protection District is a unit of the Environmental Services Division of the Lewis and Clark City-County Health Department. The DISTRICT BOARD shall have all programmatic and policy-making authority and responsibility for the operation of the Water Quality Protection District, except as set forth in Section II. The DISTRICT BOARD'S authority and responsibility, pursuant to Sec. 7-13-4517, MCA, shall include:

- A. Developing a local water quality program, and adopting priorities and work plans for the implementation of this program, for the protection, preservation and improvement of the quality of surface water and groundwater in the district.
- B. Developing and recommending the Water Quality Protection District's annual operating budget and fee structures which shall be submitted as a portion of the operating budget of the Health Department.
- C. Evaluating Water Quality Protection District activities including achievement of program objectives, effectiveness of program activities, and program expenditures. The DISTRICT BOARD shall have full access to all files and information pertaining to District activities.
- D. Reviewing, modifying, and approving grants available from federal, state or private entities for funds to aid in the implementation of the local water quality program.

- E. Developing and recommending position descriptions and salary levels for all positions funded 75% or more by the Water Quality Protection District.
- F. Recruiting and selecting a Water Quality Protection District Administrator in accordance with Lewis and Clark County Personnel Policies and Procedures. The District Administrator shall be responsible for carrying out the DISTRICT BOARD'S policies and program objectives.
- G. The DISTRICT BOARD and District Administrator shall be included in the BOARD OF HEALTH'S recruitment and hiring of any support staff whose positions are funded more than 20% by the Water Quality Protection District. The DISTRICT BOARD may provide comments and input to the BOARD OF HEALTH concerning job performance evaluations performed by the BOARD OF HEALTH of employees whose positions are funded more than 20% by the Water Quality Protection District. The DISTRICT BOARD shall be notified by the BOARD OF HEALTH prior to termination of any staff funded more than 20% by the District.
- H. Assuring that the Water Quality Protection District is operated in compliance with applicable Federal, State, and local laws and regulations.

II.

The DISTRICT BOARD, BOARD OF HEALTH, and BOCC agree as follows:

- A. The Health Officer or the Environmental Services Division Administrator shall supervise the District Administrator and assist in the implementation of the Water Quality Protection District programs as prioritized and adopted in the annual work plan by the DISTRICT BOARD.
- B. The DISTRICT BOARD shall have expenditure authority over the funds maintained by the County Treasurer in the Water Quality Protection District account. The BOARD OF HEALTH shall have expenditure authority over other District special accounts only as authorized by the DISTRICT BOARD.
- C. The DISTRICT BOARD shall comply with administrative, fiscal, risk management and personnel procedures of the BOARD OF HEALTH and BOCC.
- D. Employees of the Water Quality Protection District shall be employees of the Lewis and Clark City-County Health Department, and therefore also employees of Lewis and Clark County and shall be subject to current bargaining unit agreements of Lewis and Clark County and other applicable personnel policies and benefits of Lewis and Clark County.

III.

The LEWIS AND CLARK CITY-COUNTY BOARD OF HEALTH and LEWIS AND CLARK COUNTY BOARD OF COUNTY COMMISSIONERS, in providing administrative oversight and services to the Water Quality Protection District, agree to manage and support the DISTRICT BOARD'S activities as follows:

- A. Fiscal management and oversight will be provided by the BOCC in accordance with current laws and procedures.
- B. The Water Quality Protection District funds will be accounted for in an individual fund separate from the Health Fund. Health Fund revenue shortfalls or over-expenditures will not be covered by District revenues.
- C. The BOARD OF HEALTH, through the Health Department, shall provide a monthly accounting of the revenue and expenditures associated with the Water Quality Protection District. This report will itemize the amount of funds spent compared to the authorized budget and show the remaining balance, the fund account(s) in which Water Quality Protection District revenues have been deposited including fund balances, and the source and amount of all revenues collected. The BOCC shall inform the DISTRICT BOARD of anticipated or actual revenue shortfalls in a timely manner.
- D. The BOCC, through its Personnel Department, shall support the DISTRICT BOARD and BOARD OF HEALTH with recruitment and training policies and programs, and technical assistance with respect to personnel issues. These policies and programs will be consistent with county personnel policies and procedures.
- E. The BOCC will provide error and omission liability coverage for the members of the DISTRICT BOARD.

IV.

- A. This MOU constitutes the entire agreement between the parties and no statements, promises or inducements made by any party or by agents of either party which are not contained in this MOU shall be valid or binding. This MOU shall not be enlarged, modified or otherwise altered without the written agreement of all parties.
- B. The following documents shall be attached, and incorporated by reference, to this MOU:
 - 1) The Water Quality Protection District Annual operating budget;
 - 2) Job descriptions for the District Administrator and any Health Department employees whose positions are funded more than 20% by the District;
 - 3) The work plans adopted by the DISTRICT BOARD.
- C. Any party may terminate this MOU upon giving sixty (60) days written notice of the intent to terminate by certified mail or personal delivery to the other parties. In the event any party gives notice of intent to terminate this MOU, and any of the other parties do not concur within 60 days of receipt of the notice to terminate, the parties shall submit to a review by a mediator to determine if issues leading to termination can be resolved. The mediator will be chosen by a process in which first, all parties attempt to concur in the selection, and in the event concurrence cannot be reached, the Lewis and Clark Personnel Office will prepare a list of four mediators from which each party will strike one name until one remains who shall

serve as mediator.

- D. The performance of this MOU shall begin November 1, 2007, and terminate July 31, 2008. This MOU shall be automatically extended on a year-to-year basis unless objected to by any of the parties to this document. Amendments to this MOU shall be approved by all parties and attached in writing to this document.

Entered into this _____ day of _____, 2007.

WATER QUALITY PROTECTION BOARD OF HEALTH COUNTY COMMISSION
DISTRICT BOARD OF
DIRECTORS

Spencer Shropshire
Chair

Dr. David Krainacker
Chair

Michael Murray
Chair, BOCC

ATTEST:

County Attorney
Approved as to Form & Content

Paulette DeHart, Clerk
L&C Board of County Commissioners