



**CITY COUNCIL  
WORK SESSION AGENDA  
September 27, 2021, at 7:00 p.m.**

City Hall Council Chambers, 201 First Avenue East

The public can participate in person in the council chambers or via videoconferencing.

Register to join the video conference at:

[https://us02web.zoom.us/webinar/register/WN\\_5e7ObTkLRyqJyFhdsGXHkA](https://us02web.zoom.us/webinar/register/WN_5e7ObTkLRyqJyFhdsGXHkA)

Public comment can also be provided via email to [publiccomment@kalispell.com](mailto:publiccomment@kalispell.com).

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**A. CALL TO ORDER**

**B. DISCUSSION ITEMS**

1. Flathead City-County Health Department Interlocal Agreement

**C. PUBLIC COMMENT**

Persons wishing to address the council are asked to do so at this time. Public comment can be provided in person, verbally during the online meeting, or via email to [publiccomment@kalispell.com](mailto:publiccomment@kalispell.com)

**D. CITY MANAGER, COUNCIL, AND MAYOR REPORTS**

**E. ADJOURNMENT**

**UPCOMING SCHEDULE / FOR YOUR INFORMATION**

**Next Regular Meeting** – October 4, 2021, at 7:00 p.m. – Council Chambers

**Next Work Session** – October 11, 2021, at 7:00 p.m. – Council Chambers

Watch City Council sessions live on Charter Cable Channel 190 or online at the [Meetings on Demand](#) tab at [www.kalispell.com](http://www.kalispell.com).



# City of Kalispell

Post Office Box 1997 - Kalispell, Montana 59903-1997  
Telephone (406) 758-7700 Fax - (406) 758-7758

## MEMORANDUM

To: Honorable Mayor Johnson and City Council  
From: Doug Russell, City Manager  
Re: City-County Health Department Interlocal  
Meeting Date: September 27, 2021

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**BACKGROUND:** The City of Kalispell and Flathead County have been operating the City-County Health Department through an Interlocal Agreement established under the provisions of Chapter 2, Title 50, Montana Code Annotated.

The 2004 Interlocal and an updated Interlocal is attached to this memo. This updated version brings the Cities of Whitefish and Columbia Falls into the Interlocal and identifies the County as the Governing Body in accordance with 50-1-101(8), M.C.A. This change provides the cities of Whitefish and Columbia Falls the ability to appoint board members to represent their respective entities.

The funding of the Health Department is identified in section 3. This will be similar to the current methodology with the expense being levied by the County on a county-wide basis.

**RECOMMENDATION:** At the work session, staff will provide an overview of the Interlocal and discuss respective sections of interest that the Council may have.

### **ATTACHMENTS:**

- Draft Interlocal
- 2004 Interlocal

## INTERLOCAL AGREEMENT

### **FLATHEAD COUNTY BOARD OF COMMISSIONERS AND CITIES OF KALISPELL, COLUMBIA FALLS, and WHITEFISH**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between FLATHEAD COUNTY BOARD OF COMMISSIONERS, Flathead County, Montana, (“County”), the CITY OF KALISPELL, the CITY OF WHITEFISH, and the CITY OF COLUMBIA FALLS, municipal corporations in Flathead County, Montana, (“Cities”), (collectively known as “Parties”).

The City of Kalispell and the County previously agreed to maintain a City-County Health Department by Interlocal Agreement dated May 19, 1976, and revised in 2004. That 2004 Interlocal Agreement shall be terminated by mutual consent on the date on which this Agreement becomes effective. It is the intent of the parties that the present City-County Health Department shall remain intact, but shall function under this Agreement as of its effective date.

The purpose of this Agreement is to maintain one organization that has county-wide jurisdiction in matters of health.

The Parties hereby agree to the following purposes, powers, rights, obligations and responsibilities:

1. Commencing with the signing by all Parties of this Interlocal Agreement (“effective date”), this Agreement shall run until terminated as provided in paragraph 4 below.
2. Upon the effective date of this Agreement, a Flathead City-County Health Department shall be established under the provisions of Title 50, Chapter 2, M.C.A. (2021), as may later be amended. The Flathead City-County Health Department (“Department”) will operate under the supervision and control of the Flathead City-County Health Board (“Board”).
3. The manner of financing this joint undertaking and establishing and maintaining a budget therefore shall be in accordance with § 50-2-111(1), M.C.A, as follows: the Parties mutually agree that County shall be responsible for 100% of the total expenses of the Department and Board. 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 the properties inside the municipal boundaries), subject to Section 15-10-420, M.C.A. The Parties agree that this funding arrangement will continue so long as this Agreement is in effect.
4. Upon mutual consent of the Parties this Agreement may be terminated. Any Party may initiate termination of this agreement by passage of a resolution of the governing body of that Party and service of written notice upon the remaining Parties that it intends to

withdraw at least sixty (60) days prior to the date of the intended withdrawal and consequent termination. Upon termination hereof, any property acquired by the Department shall revert to County.

5. The Department will be administered in accordance with the statutes of Montana and/or resolutions passed by the respective governing bodies. The Parties mutually agree that the Board shall be composed of nine members, appointed as follows: One Flathead County Commissioner, appointed by, and serve at the pleasure of, the Board of County Commissioners; one member to be appointed by, and serve at the pleasure of each of the Cities; and five members to be appointed by, and serve at the pleasure of, the Board of County Commissioners; provided, however, that the members of the present City-County Health Board shall remain on the Board for the duration of their present appointments.

6. The Local Governing Body or Governing Body as defined in § 50-1-101(8), M.C.A. (2021), shall be the Flathead County Board of Commissioners.

7. The County is responsible for reports and payment of retirement system contributions pursuant to § 19-2-506, M.C.A. The Parties agree that the Board and Department are subject to County administrative and personnel policies.

8. The Board has the powers and duties enumerated in § 50-2-116, M.C.A. (2021), and as otherwise authorized or imposed by law.

9. The Board may acquire, hold and dispose of any personal property used in this joint undertaking. All personal property heretofore acquired by the Department shall remain the property of the City-County Health Department established herein.

10. No new, separate legal entity is created by this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have hereunto affixed their respective signatures in approval of this Agreement on the day and year indicated.

2004344 11200

STATE OF MONTANA  
COUNTY OF FLATHEAD

FILED 12 09 2004

Paula Robinson  
CLERK AND RECORDER

1120

*Handwritten signature*  
DEPUTY

\$ 112 .00 PAID

**INTERLOCAL AGREEMENT**

**FLATHEAD COUNTY BOARD OF COMMISSIONERS  
AND  
CITY OF KALISPELL**

THIS AGREEMENT is made and entered into this 19 day of JULY, 2004, by and between FLATHEAD COUNTY BOARD OF COMMISSIONERS, Flathead County, Montana, hereinafter referred to as "County", and the CITY OF KALISPELL, a municipal corporation, Flathead County, Montana, hereinafter referred to as "City".

The City and the County previously agreed to maintain a City-County Health Department, by Interlocal Agreement dated May 19, 1976. That agreement shall be terminated by mutual consent on the date on which this agreement becomes effective, by the execution of this agreement. It is the intent of the parties that the present City-County Health Department shall remain in tact, but shall function under this agreement as of its effective date.

The City and County hereby agree to the following purposes, powers, rights, obligations and responsibilities:

1. Commencing with the date of filing of this Interlocal Agreement with the Clerk and Recorder of Flathead County and the Secretary of State of Montana, this agreement shall run until terminated as provided in paragraph 5 hereof.
2. A City-County Health Department shall be established under the provisions of Chapter 2, Title 50, Montana Code Annotated. The City-County Health Department will operate under the supervision and control of the City-County Health Board as set out in Section 6 below.
3. The purpose of this agreement is to maintain one organization that has countywide jurisdiction in matters of health.
4. The manner of financing this joint undertaking and establishing and maintaining a budget therefore shall be in accordance with Section 50-2-111(2), as follows: The City and County hereby agree that the

expenses of the City-County Health Department will be apportioned by the use of a ratio which will result in the City and the County levying an identical mill-levy, allowed by Section 50-2-111 (2)(b) and (c), M.C.A., in order that all property in Flathead County, outside of the City limits of the city of Kalispell, will be levied upon equally.

5. Upon agreement of both the County and the City this agreement may be terminated. Either party may terminate this agreement by passage of a resolution of the governing body of that party and service of written notice upon the remaining party that it intends to withdraw, at least sixty (60) days prior to the date of the intended withdrawal and consequent termination. Upon termination hereof, any property acquired by the City-County Health Department shall revert to the County.
6. The City-County Health Department will be administered in accordance with the statutes of Montana and/or resolutions passed by the respective governing bodies. The City-County Health Board shall be composed of nine members, appointed as follows: one member to be appointed by, and serve at the pleasure of, the Board of County Commissioners; one member to be appointed by, and serve at the pleasure of, the Kalispell City Council; and seven members to be appointed by, and serve at the pleasure of, the Board of County Commissioners, to represent population centers in the County which are not entitled to representation by statute; provided however that the members of the present City-County Health Board shall remain on the Board for the duration of their present appointments.
7. The City-County Health Board may acquire, hold and dispose of any personal property used in this joint undertaking. All personal property heretofore acquired by the City-County Health Department shall remain the property of the City-County Health Department established herein.

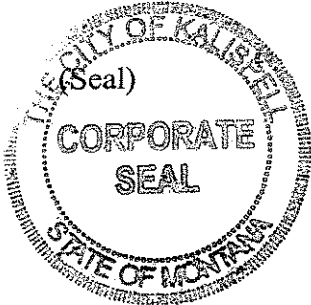
IN WITNESS WHEREOF, the representatives of the respective agencies have hereunto affixed their respective signatures in approval of this agreement the day and year first above written.

ATTEST:

CITY OF KALISPELL, MONTANA  
A municipal Corporation

Theresa White  
City Clerk

Pamela B. Kennedy  
Mayor



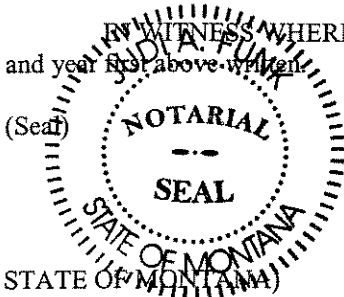
BOARD OF COMMISSIONERS  
FLATHEAD COUNTY, MONTANA

Lee Wilson  
Chairman

STATE OF MONTANA)  
: SS  
COUNTY OF FLATHEAD)

On this 8 day of December 2004 before me, a Notary Public in and for the State of Montana, personally appeared Pamela B. Kennedy and Theresa White, known to me to be the Mayor and City Clerk of the City of Kalispell, Montana, and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Judi A. Funk  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My Commission expires 2/25/2008

STATE OF MONTANA)  
: SS  
COUNTY OF FLATHEAD)

On this 9 day of December 20 04 before me, a Notary Public in and for the State of Montana, personally appeared Howard W. Gipe, known to me to be the Chairman of the Board of County Commissioners, Flathead County, Montana, and acknowledged to me that such Board of County Commissioners executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



MONICA R. EISENZIMER  
NOTARY PUBLIC • MONTANA  
Residing at Columbia Falls  
State of Montana  
My Comm. Expires Dec. 30, 2007

Monica R. Eisenzimer  
Notary Public for the State of Montana  
Residing at Kalispell, Montana Columbia Falls  
My Commission expires 12-31-2007