

**INTERGOVERNMENTAL AGREEMENT TO ENCOURAGE
TRANSPARENCY AND FISCAL RESPONSIBILITY**

THIS agreement, entered into this ____ day of September, 2023, by and between the Board of County Commissioners of Mesa County, Colorado ("County" or "BOCC") and the Mesa County Board of Health ("MCBOH") regarding the Mesa County Public Health Agency ("MCPH").

WHEREAS, the parties recognize that MCBOH is a political subdivision of the State of Colorado and that its staff, including the Public Health Director and Medical Officer are de facto employees of Mesa County and are subject to all the relevant rules and regulations promulgated by the BOCC and enforced by those designated as department heads; and

WHEREAS, the parties acknowledge that while the statutory authority for each body is unique and historic, it is important for there to be a cooperative, collaborative agreement between these boards that is designed to promote a public health partnership through discussions, agreements and practices that will benefit the health, safety and wellness of Mesa County residents and promote fiscal responsibility and transparency; and

WHEREAS, C.R.S 25-1-501 *et seq.* specifically C.R.S. 25-1-506 and 508 governs the creation, jurisdiction, operation and authority of a county health agency and a county board of health including, but not limited to the directive "[t]o initiate and carry out health programs consistent with state law that are necessary or desirable by the county or district to protect public health and the environment" and as such the MCBOH is solely responsible for setting public health policy for those issues within its jurisdiction; and

WHEREAS, the parties acknowledge there may be several opportunities for coordination of governmental functions between County and MCBOH, which may result in improved government structure and services; and

WHEREAS, BOCC and MCBOH acknowledge that the ultimate goal of both entities is to provide high quality services to the people of Mesa County in a cost efficient, well managed, friendly manner; and,

WHEREAS, this Agreement is intended to promote a partnership approach to meeting MCPH's operational needs through discussions, shared resources and best practices that will benefit the health, safety and wellness of all Mesa County residents.

NOW, THEREFORE, in consideration of the joint and mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto state and agree as follows:

1. This Agreement shall supersede and replace the Agreement bearing two dates, one of June 25, 2012 and one of February 23rd 2012 and denoted MCA 2012-079 upon this Agreement being adopted by the entities hereto and shall continue from year to year unless otherwise terminated. Provided, however in January of every odd numbered year, MCBOH and MCPH's Executive Director shall review and confirm their adherence to this Agreement and document the same in the MCBOH minutes.

2. Meetings between County and MCBOH shall be held on an annual basis or more often as determined by the parties. A county commissioner may be appointed to serve on the MCBOH. The County Administrator or a liaison appointed by the County Administrator may attend MCBOH meetings as necessary in order to maintain communication between the MCBOH and BOCC.

3. MCBOH and MCPH shall follow all Mesa County ordinances, resolutions, rules, policies, procedures and Administrator directives including but not limited to all budget, finance, procurement, capital project budgets and human resources policies and procedures. Even though MCPH functions as a separate legal entity, MCPH shall operate similar to a department of County and the Public Health Director shall function as a department head under the direction of the MCBOH.

4. MCPH will, whenever County has such a service available either through County or a vendor of County, use County services (including but not limited to finance, payroll, budget systems, inventory system, purchasing, requisition system, copier services, mail services, IT, Human Resources, payroll or fleet). In addition to providing all of its necessary services and controls, County shall provide Health with the equipment and office space required by MCBOH. All of the above services will be provided without any additional expense to MCBOH.

5. County will include MCBOH and MCPH in all insurance coverage and other appropriate purchased services (e.g. OnBase Agenda, IT Software, audits, etc.) in the same manner as County provides the same to any other department or elected office in County.

6. As set forth in paragraph numbered 3 above, MCBOH and MCPH will follow the policies and procedures contained in the Mesa County Personnel Manual and will provide a copy of said Manual to each health department employee. Health's Public Health Director will follow all legal requirements and County policies with regard to hiring employees. Health's Public Health Director will comply with all legal requirements and County policies with regard to employment matters for all employees from the time they are hired until they leave employment.

7. In order to ensure all MCPH agenda items comply with state law and County regulations and fiscal requirements, including risk management, MCPH agenda shall be approved, denied or modified in the same manner as any similar item on the BOCC's agenda except it shall follow a multi-step process as follows:

a. Step One: MCPH shall upload an agenda item into the County document management or agenda system where it shall undergo review from legal, finance and risk management before being approved to be placed on either a MCBOH or a BOCC agenda.

b. Step Two: Once an item has cleared step one, such that it now appears first on a MCBOH agenda and then on a BOCC agenda, it will be reviewed by the MCBOH for the following criteria:

i. Is the purpose of the proposed agenda item in alignment with the mission and purposes of MCPH,

ii. Is it a good business deal for MCPH (This analysis may include but not be limited to whether the contract has clear deliverables, how it will be reported on and recorded as well as the terms and conditions being undertaken.),

iii. The overall financial implications on MCPH including long- and short-term commitments; and,

iv. Any other item any member(s) of the MCBOH deem appropriate in their exercise of their best independent business judgment in favor of MCPH.

c. Step Three: If an agenda item is passed by the MCBOH requires BOCC authorization, it will then proceed to be reviewed by the BOCC for the following criteria:

- i. Does it appear the proposed agenda item has to date complied with all Mesa County ordinances, resolutions, rules, policies, procedures and Administrator directives including but not limited to all budget, finance, procurement, capital project budgets and human resources policies and procedures,
 - ii. Are the proposed MCPH's expenditures or obligations within the annual appropriation for MCPH; and,
 - iii. Will the proposed agenda item have any impact on Mesa County's compliance with TABOR
 - d. Step Four: If approved by both boards the agenda item takes effect in accordance with the terms by which it was adopted, passed or moved.

If the MCBOH declines to adopt or approve an item it may come back before the MCBOH in accordance with its own policies and practices but will not be heard by the BOCC until affirmative action by the MCBOH.

If the BOCC determines a contract does not meet the findings above, a joint meeting will be held with the MCBOH and BOCC, or representatives from both boards, to attempt to resolve the matter.

8. Except in matters concerning interpretation of this agreement or where there may be a dispute between County and MCBOH, the Mesa County Attorney shall provide legal advice and representation to MCBOH and the MCPH as requested. MCBOH acknowledges that they have retained independent legal counsel before entering into this Agreement.

9. Disagreements between the MCBOH and BOCC will be addressed by a joint meeting between the MCBOH and the BOCC to see if the controversy can be resolved prior to any additional action being taken by either the MCBOH or the BOCC.

10. Either party may terminate this contract in its sole discretion with or without cause and upon notice of 180 days, submitted in writing to the other party, in addition MCBOH may receive an additional 180 days to terminate if it formally requests the 180-day extension.

11. Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement, and their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be deemed to be operating within the scope of their duties and responsibilities and in furtherance of said governmental functions. The parties also acknowledge that each party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. as it is from time to time amended, or otherwise available to the parties, their officers, or employees.

MESA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Janet Rowland, Chair

ATTEST:

Bobbie Jo Gross,
Mesa County Clerk & Recorder

MESA COUNTY BOARD OF HEALTH

By: _____
Stephen Daniels, Chairman

ATTEST:

By: _____
Executive Director