

**2024 JOINT POWERS AGREEMENT  
FOR PROVISION OF PUBLIC HEALTH SERVICES**

THIS AGREEMENT is between the City of Bismarck (**Bismarck**) and Burleigh County (**Burleigh**) collectively known as the "Parties".

PRELIMINARY STATEMENT

**Bismarck** is a home rule city organized and operated under a Home Rule Charter pursuant to Chapter 40-05.1, North Dakota Century Code. **Burleigh County (Burleigh)** is a county organized and operated pursuant to Title 11 of the North Dakota Century Code.

The Parties have the authority to enter into a Joint Powers Agreement pursuant to Section 54.40.3-01, North Dakota Century Code and Article VII, Section 10 of the North Dakota Constitution. The Parties each have the authority to provide public health services.

FOR VALUABLE CONSIDERATION and pursuant to NDCC Chapter 54-40.3, Article VII, Section 10, North Dakota Constitution, and NDCC Section 23-35-04 which allows Burleigh and Bismarck to enter into an agreement to provide health services to Burleigh and the cities throughout Burleigh which do not have a public health unit, the parties agree as follows (the "Agreement"):

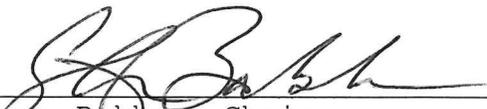
1. Purpose. Burleigh and Bismarck hereby enter into this Agreement in accordance with state statute to provide public health services in Burleigh and in the cities throughout Burleigh which do not have a public health unit.
2. Authority. Bismarck has the authority under NDCC Chapter 23-25 to form and operate a public health department and to provide public health services. Burleigh has the authority under NDCC Section 23-35-04(2) to enter into an agreement, with a city public health department, that complies with NDCC Chapter 54-40.3, for the provision of health services within the county and in cities throughout the county which do not have public health services. The Parties, pursuant to the authority contained in NDCC Chapter 54-40.3 and North Dakota Constitution Article VII, Section 10 and the above listed sections hereby enter into this Agreement for the provision of health services in Burleigh and cities in Burleigh that do not have public health services.
3. Financial Administration. **Burleigh** will pay to **Bismarck** an annual sum billed in equal monthly payments, in return for the provision of services by Bismarck-Burleigh Public Health as set forth below. **The total contract amount for 2024 is \$580,664.**

4. Contracts. All contracts, grant applications, or grant acceptances regarding the normal operations of Bismarck-Burleigh Public Health shall be approved by Bismarck. Any grant funds awarded to Bismarck-Burleigh Public Health shall be applied to programs for the benefit of both rural Burleigh and Bismarck residents.
5. General Administration-Committee. The general administration of this Agreement shall be under the supervision of a committee (the Committee) made up of the Burleigh County Auditor, the Bismarck City Administrator and the Director of Bismarck-Burleigh Public Health. The Committee is not an independent entity. It is an administrative entity without separate legal existence from its constituent members. The committee shall have no decision-making authority with regard to the operation of Bismarck-Burleigh Public Health. The committee's primary responsibility shall be mediating and addressing any issues that may arise in the provision of services under this Agreement. Reports concerning the proposed disposition of issues arising under this Agreement shall be reported to each governing body for final disposition.
6. Services. Under this Agreement, public health services provided in rural Burleigh County by Bismarck-Burleigh Public Health will include, but are not be limited to, the core functions outlined in ND Century Code 23-35-02.
7. Relationship of Parties: This Agreement shall not be construed to create any form of any employment relationship between Burleigh and Bismarck-Burleigh Public Health, or any person designated by Bismarck-Burleigh Public Health under the provisions of this Agreement. It is the intention of the parties hereto to maintain separate and distinct organizations, and Bismarck-Burleigh Public Health through its designated employees shall at all times be acting as an independent contractor in providing services to and for the benefit of Burleigh. Bismarck-Burleigh Public Health shall be responsible to control and supervise all of its employees and to pay compensation to or for the employees of all wages, salaries, taxes, withholding payments, fees, as well as other benefits or compensation to any pension or retirement plans. Bismarck-Burleigh Public Health shall not claim that Burleigh is responsible for the payment of any of the foregoing payments, withholdings, contributions, or taxes in relationship to its designated employees.
8. Effective Date. This Agreement shall become effective upon signature of all of the parties.
9. Term. The term of this Agreement is from **January 1, 2024 through December 31, 2024** subject to cancellation by either Burleigh County or the City of Bismarck upon 60 days' notice.

10. This Agreement supersedes and replaces the AGREEMENT FOR PROVISION OF PUBLIC HEALTH SERVICES FOR BURLEIGH COUNTY BY THE CITY OF BISMARCK PUBLIC HEALTH or any other agreement for the provision of public health services currently in affect between the Parties.

**BURLEIGH COUNTY**

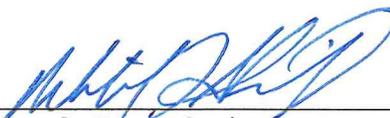
Dated this 3<sup>rd</sup> day of Nov., 2023

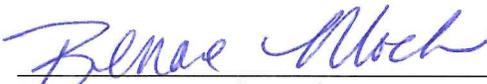
  
\_\_\_\_\_  
Steve Bakken, Chair  
Burleigh County Commission

Attest:   
\_\_\_\_\_  
Mark Spionkowski  
Burleigh County Auditor/Treasurer

**CITY OF BISMARCK**

Dated this 8<sup>th</sup> day of November, 2023

  
\_\_\_\_\_  
Michael T. Schmitz, President  
Board of Bismarck City Commissioners  
City of Bismarck

  
\_\_\_\_\_  
Renae A. Moch, Director  
Bismarck-Burleigh Public Health

Attest:   
\_\_\_\_\_  
Keith J. Hunke, Administrator  
City of Bismarck