

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MADISON
AND DANE COUNTY
FOR CREATION OF A CITY-COUNTY HEALTH DEPARTMENT
DRAFT 2-22-07**

This Intergovernmental Agreement (“Agreement”) is made by and between the **City of Madison**, a Wisconsin municipal corporation, (“City”), and **Dane County**, a Wisconsin municipal corporation (“County”), pursuant to Secs. 66.0301 and 251.02(1m), Wis. Stats., to be effective as of December 31, 2007.

WITNESSETH:

WHEREAS, §251.02 (1m), Wis. Stats., allows a county board and a governing body of a city that has a city health department to jointly establish a city-county health department; and

WHEREAS, the Dane County Board and the Madison Common Council have declared by respective resolutions their desire and intent to join together in the establishment of a city-county health department by December 31, 2007; and

WHEREAS, the County and the City agree that it is in the public interest to combine public health functions of the two local governments to avoid duplication of services and to improve efficiency in operations while maintaining an excellent level of service to City and County residents; and

WHEREAS, the decision to combine the public health services of the County and the City has been reached by the respective legislative bodies based upon a careful and thorough study and deliberation by a jointly appointed advisory board with generous input from the staffs of both the County and City health agencies; and

WHEREAS, this Agreement was approved by the City Council and the County Board.

NOW, THEREFORE, LET IT BE RESOLVED that the parties do mutually agree as follows:

I. Definitions.

- A. “Board of Health for Madison and Dane County” or “BOHMDC” means the policy-making body for the City-County health department known as the Department of Public Health for Madison and Dane County created pursuant to Chap. 251, Wis. Stats.

- B. “City” means the City of Madison.
- C. “County” means Dane County.
- D. “Department” or “DPHMDC” means the Department of Public Health for Madison and Dane County, the City-County Health department established under Sec. 251.02(1m), Wis. Stats., and under this Agreement and any succeeding agreements between the City and the County, which Department shall implement and manage policies set by the BOHMDC and the City and County.
- E. “Director” means the local health officer of the Department.
- F. “Equalized Valuation” means the value of taxable general property located within the City of Madison and the remainder of Dane County as determined by the Department of Revenue pursuant to Sec. 70.57, Wis. Stats.
- G. “Local Board of Health” has the meaning found in Sec. 250.01(3), Wis. Stats.
- H. “Local Health Officer” has the meaning found in Sec. 250.01(5), Wis. Stats.
- I. “Municipality” means any city, village or town in Dane County, except the City of Madison.
- J. “Person” means any individual, firm, partnership, limited liability company, corporation, association, or other entity.
- K. “Program Services” means services related to public health provided either directly to the citizens of Dane County or to other persons by contracts.
- L. “Represented Employee” has the meaning found in Sec. 251.01(7m), Wis. Stats.
- M. “Support Services” means services provided by City and County departments, divisions, or combinations thereof that are external to direct public health services but essential to the efficient operation and administration of the department.
- II. **Purpose.** The City and County find it is in the interest of City and County residents to establish a City-County public health agency, pursuant to Sec. 251.02(1m), Wis. Stats. to be called the Department of Public Health for Madison and Dane County (“Department” or “DPHMDC”).
- III. **Legal Status.** The DPHMDC is a city-county health department created pursuant to Sec. 251.02(1m), Wis. Stats., and shall act as an agent for the City and County to provide

public health services to all areas of Dane County that are not served by a city health department established prior to January 1, 1994, a town or village health department or a multiple municipal local health department. The DPHMDC shall be subject to the control of the City and County acting jointly under this Agreement entered into under Sec. 66.0301, Wis. Stats.

IV. **Term and Effective Date.** This Agreement shall commence upon the date set forth above, or upon the signature of the final signatory, whichever is later. It shall end according to terms set forth in Section IX, Termination. The effective date for the creation of DPHMDC shall be no later than December 31, 2007. Upon the effective date of this Agreement, the Intergovernmental Agreement between the parties for Phase One, effective March 14, 2005, is no longer effective.

V. **Powers and Duties of the DPHMDC and the BOHMDC.**

A. Local Health Department. The DPHMDC shall have all the powers of a local health department and the BOHMDC shall have all the powers of a board of health as set forth in chapter 251, Wisconsin Statutes.

B. The Department shall see that all ordinances of the City and the County related to public health are enforced within the respective jurisdictions. The Department shall be subject to the general policy control of the County Board and the Common Council, with such control to be exercised through the passage of ordinances, setting budgets, and through amendment of this Agreement.

C. The Department and the BOHMDC have the authority and limitations set forth in this Agreement and shall see that the Agreement is followed.

VI. **Organizational Structure.**

A. Local Board of Health.

1. Creation. The Board of Health for Madison and Dane County (“BOHMDC”) shall be the Board of Health for the Department.

2. Composition, Terms. The BOHMDC shall consist of eight (8) members. Appointees who are not elected officials shall have a demonstrated interest or competence in the field of public health or community health and shall reflect the diversity of the community.

a. The Mayor shall appoint one (1) alder member subject to confirmation by the Common Council.

- b. The County Executive shall appoint one (1) supervisor member subject to confirmation by the County Board. The supervisor shall reside outside the City.
- c. The Mayor and the County Executive shall jointly appoint six (6) members. A good faith effort shall be made to appoint one (1) licensed physician, one (1) environmental health expert, and one (1) registered nurse. The physician shall be appointed from a list submitted by the Dane County Medical Society. The nurse shall have experience in community health practice. The appointments shall be as follows:
 - 1) Three (3) members shall be City residents and shall be subject to confirmation by the Common Council.
 - 2) Three (3) members shall be County residents who reside outside of the City and shall be subject to confirmation by the County Board.
 - 3) The board members' term shall be as follows:
 - a.) The alder and supervisor terms shall be for two (2) years.
 - b.) The remaining six (6) board members terms shall be for three (3) years, staggered so that two (2) board members' terms expire each year (one each from city and county.) In January, 2008, these board members shall determine, by lot, which members have initial terms of 1, 2 or 3 years. Thereafter, the terms shall be for 3 years.
 - c.) The board member's term shall be automatically terminated and a vacancy created upon his or her absence from three (3) consecutive meetings.

- 3. Powers and Duties. The BOHMDC shall govern the Department and shall assure the enforcement of state and local public health laws and regulations. The BOHMDC may adopt rules implementing policies adopted by the Common Council and County Board.

The BOHMDC shall:

- a. Provide supervision to the Director and as set forth in this Agreement.
- b. Assess public health needs and advocate for the provision of reasonable and necessary public health service.

- c. Develop policy and provide leadership that fosters local involvement and commitment that emphasizes public health needs and that advocates for equitable distribution of public health resources and complementary private activities commensurate with public health needs.
 - d. Assure that measures are taken to provide an environment in which individuals can be healthy.
 - e. Determine Program Services priorities and assign the funding levels related to those priorities.
 - f. Use the State's Health Plan as the focus for the Department's activities.
 - g. Assure the enforcement of state public health statutes, public health rules and City and County public health ordinances.
 - h. Otherwise carry out obligations of a Board of Health under Wisconsin law and as authorized under this Agreement, and carry out any and all terms and obligations of this Agreement.
 - i. Have the authority to act on behalf of the Department, and enter into contracts for the purchase of services to the Department, provided that the funds for such contracts have been appropriated to the Department. The BOHMDC may delegate that authority to the Director.
 - j. Have the authority to apply for and receive grants on behalf of the Department, subject to the limitations of Para. VIII (F).
4. Level of Service. The parties agree that the DPHMDC shall operate as a Level III local health department and provide the level of services as specified in §251.05, Wis. Stats.
5. Officers. By majority vote of members present the BOHMDC shall elect officers on an annual basis. Elected officials of the City and County may not serve as Board officers. Officers shall include:
- a. Chairperson, to preside at meetings;

- b. Vice Chairperson, to preside at meetings in the Chairperson's absence.
 - c. Any other officer(s) the Board so chooses.
6. Rules. The Board may adopt rules for the purposes of exercising its responsibilities for public health under the statutes, the City and County ordinances, and this agreement. The BOHMDC shall:
- a. Meet at least quarterly.
 - b. Establish rules for its operation.
 - c. Adhere to state laws regarding open meetings and public records.
 - d. Consider five (5) members present as a quorum.
 - e. Establish bylaws as desired.

B. Staffing.

1. Employment Status of Employees. DPHMDC shall not be the employer of any employees. All current City employees shall have the option to remain City employees or to convert to County employment, subject to the terms of the MOU and the deadline referenced in Para. B(1)(c). All County employees will retain their current employment status. All new employees will be employed by the County. By this agreement, the Department, the City and the County agree that the respective employees will provide staff services to the Department. It is the intent of this Agreement that, eventually, the County will employ all personnel providing services to the Department.
- a. Employees shall be subject to the work rules and ethics code of their respective employer, and have the salaries and benefits established by their employer. The County or the City or both may, upon request of the BOHMDC, allow employees assigned to the Department to be subject to a standard set of administrative procedures and work rules, to be uniformly applied Department-wide.
 - b. The City and the County expressly consent to the supervision of each other's employees assigned as staff to the Department by

employees of the other entity, in order to provide the public health services contemplated through a combined public health department. The employees are subject to the direction of the Director, and may provide services in the City or the County regardless of whether the employees are City or County employees.

- c. The County and the City will negotiate a Memorandum of Understanding (MOU) with the affected unions regarding the transfer of employees from City employment to County employment. In negotiating the MOU, the City and the County will seek to retain, for any City employee transferring to County employment, the existing seniority, accrued sick leave, vacation and retirement benefits held by such City employee. This MOU shall be completed prior to the effective date of this Agreement. The intent of the City and County is to allow a specified and limited period for such transfers.
- 1) Voluntary Transfer Periods. There shall be two voluntary transfer periods, one such period to be near the effective date of the merged Department and to expire no later than December 31, 2007, and the second such period to be during a period of time to expire no later than December 31, 2009.
 - 2) Mandatory Transfer Period. No later than December 31, 2011, all City positions shall be transferred to County positions, with the related City employees taking the position with the County or the position shall be open.
- d. The City and the County shall include in their annual budget resolutions the approval of transfers from the City to the County, pursuant to this Agreement, without further approval or action by the County Board or Common Council. This provision is intended to alleviate the necessity for a budget amendment when positions transfer from City employment to County employment pursuant to this Agreement.
- e. Nothing in this Agreement is intended to affect the rights of City and County employees, pursuant to existing collective bargaining agreements. In negotiating future agreements with unions, the County shall consult with the Mayor, the Director and the BOHMDC.

2. Commitment to Current Employees. Until December 31, 2009, no current city or county employee will be terminated as a result of the creation of the DPHMDC. Employees who have successfully passed probation in their city and county positions will not be subject to a probationary period in their initial positions in the Department. Provided, however, that even during the period ending December 31, 2009, positions may be changed or eliminated and employees terminated if budgetary constraints arise that are not a result of the creation of the Department.
3. Management.
 - a. Director. The Mayor and the County Executive jointly shall appoint the Local Health Officer whose title shall be Director of the DPHMDC, subject to confirmation of the Common Council and the County Board. The Director shall be a resident of Dane County. The BOHMDC shall provide supervision of the Director and shall be responsible for any personnel decisions, other than appointment and dismissal, regarding the Director. The Director has the authority to approve in-state staff training and travel requests when funding is either included in the budget, covered by grant funding or secured through a scholarship.
 - b. Delegation of Authority. The BOHMDC may delegate responsibility for redesign, planning, implementation, coordination, and evaluation of Program Services to the Director and his or her management team.
4. Position Authority.
 - a. The Department has position authority to recruit and fill any vacant position that is included in the budget if funds are available to support that position for the remainder of the year, provided, however, that such positions shall not be filled for a period of six (6) weeks in order to evaluate the need for the position. The Mayor and County Executive may waive the six-week period upon request of the Director and a showing of the critical nature of the position. After the six-week period, the position may be filled unless both the Mayor and the County Executive agree that the position shall remain open and be evaluated as part of the next budget.
 - b. Both the City and the County must authorize any new permanent or project positions.

- c. If the Department receives grant funding that necessitates the addition of staff to complete the work under that grant, the Department has position authority to recruit and hire a County limited-term employee, provided it has obtained approval from the BOHMDC.

C. Infrastructure Support by City and County.

Subject to further agreement by the City and the County, and as detailed in Appendix ___ to this Agreement, support services shall be provided to the Department and the BOHMDC, on an in-kind basis unless otherwise designated, as follows:

1. Human Resources support shall be provided by the County. City Human Relations and County Employee Relations will oversee any disciplinary procedures related to their own employees. Both the County and the City will process payroll for their employees assigned to the merged Department.
2. Information Technology (IT) support shall be provided by the City, including the installation and maintenance of appropriate hardware, software, phones, assistance with the merger of the two data systems, security and servers functions, and the Help Desk. To the extent required, the County shall continue to provide IT assistance and support for ongoing County applications.
3. Financial Management support shall be provided by the City Treasurer/Comptroller. City purchasing and fiscal rules and guidelines shall be used by the Department. The Department will adhere to the fiscal guidelines and procedures used by the City.
 - a. General ledger services
 - b. Treasurer services
 - c. Purchasing Budget and Fiscal Oversight
4. Legal Services Legal services shall be shared between the Dane County Corporation Counsel's Office and the City of Madison Office of the City Attorney. The primary office responsible for specific legal services is set forth in Appendix C to the Agreement. The two offices shall consult and coordinate services to utilize knowledge and expertise from each office. Each party shall be responsible for legal services related to enforcement of their respective ordinances. The BOHMDC shall have the authority to retain outside counsel, subject to approval by the City and the County.

5. Risk Management shall be provided by the County.
6. The County will provide Facility Services for the Department offices at the City-County Building and Northport, including both maintenance and custodial services. The City will provide facility services at the East Washington Office and the offices at The Villager Mall on South Park Street.
7. Facilities. Attached as Appendix ___ is the current list of facilities used and to be used by the Department, and the budget treatment of the proposed facilities. This list shall be updated regularly by City and County staff.

VII. Program Services

- A. Focus. All Program Services should be reasonably comparable with the health priorities as stated in the State's Health Plan. The Program Services shall address the varying needs of diverse populations within Dane County. In developing Program Services, the Board shall engage appropriate partners related to priority issues and resource development and support.
- B. Level of Service. The BOHMDC shall establish the Program Services to be provided to all Dane County residents.
- C. Contract Services. The BOHMDC shall have the authority to contract with Dane County, any municipality within Dane County, or other persons for the provision of specialized Program Services by the Department.

VIII. Finance and Budget

- A. Equalized Valuation and Budget.
 1. Annually, the Director shall develop and recommend to the BOHMDC a budget of estimated revenue and proposed expenditures for the ensuing fiscal year. The BOHMDC shall review such recommendations and upon approval, present the budget to the Mayor, County Executive, Common Council, and County Board. On an annual basis the County Board and Common Council shall determine the actual appropriation. The budget shall include all joint expenditures of the Department, any expenditures to be funded by the city, County or any other person by separate contract with the Department, and anticipated grant revenues. The budget shall reflect directives from the Mayor and County Executive, who shall confer

in an attempt to provide a common consistent budget directive to the Department.

2. The BOHMDC shall apportion the costs of the joint expenditures to the City and the County on the basis of equalized valuation. No part of the cost apportioned to the County shall be levied against any property within the City. Likewise, no part of the cost apportioned to the City shall be levied against any property outside the City.
3. Upon approval of the budget by the BOHMDC, the Mayor and County Executive shall confer in an effort to reach agreement on the DPHMDC budget to be submitted to the Common Council and the County Board. During budget deliberations, the respective finance bodies of the Common Council and the County Board shall schedule at least one joint meeting to consider and attempt to reach agreement on the budget for the Department.
4. If the appropriations made by the Common Council and County Board fail to reflect the proportionate contributions based on equalized valuation set out in Wis. Stat. sec. 251.11(1) and in sub. VIII.A.2., above, the final budget shall be adjusted automatically to reflect the actual appropriations made. For example, if the proposed budget was to be \$1000, to be apportioned 53% or \$530 to the County and 47% or \$470 to the City, and the County Board approved only \$500, the final budget for the Department would be \$970, \$500 appropriated by the County and \$470 appropriated by the City.
5. Each annual budget document shall identify the goals and outcomes anticipated from the proposed budget and review the goals and outcomes of the most recently completed fiscal year.
6. The fund for the DPHMDC shall be considered a special revenue fund in the City's accounting system. Any unspent funds remaining in the Department's budget at the end of a fiscal year will remain in the department's undesignated fund balance account. The undesignated fund balance will be allowed to grow up to 5 percent of the current year's operating expenditure budget.

In the event the fund balance rises above the target of 5 percent of the current year's operating expenditure budget, funds in excess of 5 percent will be applied to reduce the following year's tax levy. When the undesignated fund balance is below the 5 percent target, any amount of the fund balance may be used for Department expenditures only upon approval of the County Board and the Common Council by a two-thirds (2/3) majority vote.

7. The DPHMDC shall manage the Department budget after appropriations from the City and the County, subject to any policies, rules or regulations of the City or the County.
- B. Office of Treasurer. The City Treasurer's Office shall serve as the independent fiscal agent for the Department and as such hold the Department funds. The treasurers of the County and City shall annually pay or cause to be paid into the fund in a timely manner the share of the costs to be borne by the County and City. This fund shall be expended by the City Treasurer on behalf of the Department in the manner prescribed by the BOHMDC pursuant to properly authenticated vouchers signed by the Director or his/her designee, and pursuant to the City's fiscal policies, except as the same may be modified in this Agreement.
- C. Fiscal Year. The fiscal year of the DPHMDC shall be January 1 through December 31.
- D. Payment for Additional Program Services. The Department may contract with the City or the County, any municipality within the jurisdiction of the Department, or any other person for the provision by the Department to such party, municipality or person, of any specialized or additional Program Service. The cost of such specialized or additional Program Services shall be paid to the Department fund by the entity contracting for the additional services.
- E. Public Health Emergencies. The parties agree that upon unforeseen public health emergencies requiring supplemental funding, the BOHMDC will seek supplemental funding from the City and County which funding will be apportioned according to equalized valuation regardless of location of service.
- F. Grants. The Department may seek additional grants for public health functions at any time, and may accept and spend such grants without further approval of the County Board or Common Council if all of the following conditions are met:
1. The grant is a continuation of or supplement to a grant previously approved by the City and County or is a new grant for no more than \$50,000.
 2. Application for and receipt of the grant has been approved by the BOHMDC.
 3. Receipt and expenditure of the grant funds will not require an additional appropriation of the City or the County nor an expenditure from the reserve fund balance.

4. The grant does not require additional permanent or project staff to be hired. County limited term employees may be hired consistent with Para. VI. B. 4. (c).

In instances where these conditions are not met, the Department will seek approval from the County Board or Common Council or both, as required, for acceptance and expenditure of grant funds. This paragraph does not apply to grants anticipated and approved in an annual budget.

G. Appropriations; Other Approvals.

Once the appropriations to the Department have been established by the City and the County, the Department shall not exceed such appropriations without approval of the County Board and Common Council. The Department shall have reasonable discretion to move funds within the appropriations during a fiscal year, provided that such budgetary changes are approved by a three-fourths majority vote of the BOHMDC and are reported to the City and the County. If such budgetary adjustments involve the transfer of more than \$50,000 from one program to another, the Department will first obtain the approval of the County Personnel and Finance Committee and the City Board of Estimates. The Department shall not add additional permanent or project staff without approval of the City and the County.

- H. The County and the City expressly intend that the authority given in sections VIII. F. and G. constitute any necessary appropriations of the respective governing bodies.

- I. If the Department receives supplemental funding for an existing grant program with a condition that the funds are not to supplant existing programming, the additional funds shall be spent for the program for which they are designated without any reduction elsewhere in that program.

IX. Withdrawal and Termination.

- A. **Ability to Withdraw.** The City or County may withdraw from the DPHMDC, upon proper notice to the Common Council and the County Board. Proper notice shall be a minimum of twelve (12) months prior to the beginning of the fiscal year at which the withdrawal takes place.

- B. Termination. Upon the effective date of withdrawal by the City or County, this Agreement shall be null and void. At such time all provisions of laws relating to local boards of health and local health officers shall become applicable within the City and the County.

X. **Insurance and Liability**

- A. Indemnification. The City and the County, each for itself, shall be responsible for any injuries, claims or losses arising from or caused by the acts or omissions of its agents or employees acting within the scope of their employment, in accordance with secs. 893.80 and 895.46(1), Wis. Stats. The City and the County shall bear joint responsibility for any actions of the Director. The obligations of the parties under this paragraph shall survive the expiration or termination of this contract.
 - B. Insurance. The DPHMDC shall arrange for insurance protection for the agency and its employees, either from Wisconsin Mutual Municipal Insurance Company (WMMIC) or from among various insurance company providers according to rates and adequacy of protection as recommended by the City and County risk managers and confirmed by the BOHMDC. Such insurance should include the BOHMDC and the Director.
 - C. Liability Claims. The Department shall pay liability claims of the Department that are not covered by the Department's general liability or specialized insurance. The City and County, the respective portions of which according to equalized valuation in effect of the date the claim is filed, shall reimburse such cost. Liability claims that arise from services provided to a specific jurisdiction under a service contract with the Department shall be paid by or insured against by the jurisdiction receiving Department services.
 - D. Liability and Insurance Program Service Contracts. The Department may require any person within the Department's jurisdiction to indemnify the Department and provide adequate insurance protection as part of a contract for the Department's provision of Program Services.
- XI. **Notices.** Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of hand delivery or date of postmark if deposited in a United States mailbox, first class postage attached, whichever is sooner, addressed as follows:

FOR THE CITY:

Mayor
City-County Building, Room 403
210 Martin Luther King Jr. Blvd.

Madison, WI 53703

FOR THE COUNTY:

County Executive
City-County Building, Room 421
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

XII. Program Evaluation.

- A. The focus of an evaluation of the DPHMDC's provision of Program Services shall be in outcomes that are measurable or quantifiable whenever possible.
- B. A guideline for program evaluation shall be methodology as specified by the BOHMDC.
- C. BOHMDC shall report results of the evaluation on an annual basis to the Mayor, County Executive, Common Council and County Board.

XIII. Miscellaneous Conditions

- A. Duty to Cooperate. Each party hereto shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, both parties agree to cooperate with the various departments, agencies, employees and officers of the other.
- B. No Waiver. In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by the conforming party while any such default or breach on the part of the other party shall exist shall in no way impair or prejudice the right of the conforming party with respect to recovery of damages or other remedy as a result of such breach or default.
- C. Controlling Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- D. Equal Opportunity for Employment. During the term of this Agreement, the County and City, each for itself, agrees to abide by its own affirmative action plan

and in so doing, to make all employment related decisions without regard to race, religion, sex, disability, national origin, age, sexual preference, marital status, military discharge status or physical appearance and to provide equal opportunity, including, but not limited to, the following: employment, upgrading, demotion, transfer, layoff, termination, training, rates of pay, or any other form of compensation. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law. The Department shall determine to follow either the plan of the County or the City.

- E. Nondiscrimination. During the term of this Agreement the County and City, each for itself, agrees to abide by its own Civil Rights Compliance Plan (CRC) for meeting equal opportunity/nondiscrimination requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disability Act (ADA) of 1990. In so doing, the parties shall thereby ensure nondiscrimination and equal opportunity for recipients of services in all areas relating to meaningful access to and delivery of its programs and its services as required under the foregoing resolutions. The Department shall determine to follow either the plan of the County or the City.
- F. Entire Agreement, Amendment. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended by any fashion except in writing, executed by both parties.
- G. Severability. The various provisions of this Agreement are declared to be severable and the finding of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.
- H. No Third Party Rights. This is an Agreement between the parties, and nothing herein creates any rights in any third person
- I. Living Wage. The BOHMDC will follow the provisions of the living wage ordinance of either the City or the County, whichever provides for the higher living wage.
- J. Agreement Governs Over Inconsistent Ordinances. The County and the City shall adopt this Agreement both by resolution and ordinance, and to the extent any

