

RESOLUTION NO. 3659

A JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS OF CUSTER COUNTY, MONTANA AND THE CITY COUNCIL OF MILES CITY, MONTANA, APPROVING AN INTERLOCAL AGREEMENT FOR FISCAL YEAR 2013-2014 AND A LETTER OF AGREEMENT PERTAINING THERETO.

WHEREAS, in the interests of economical provision of services to the citizens of Custer County and Miles City, the City of Miles City and Custer County have agreed to provide certain services to the other at a reasonable compensation for such services, and have reduced their agreement to writing in the form of an Interlocal Agreement for Services;

AND WHEREAS certain future agreements have been made as a part of the negotiation of the provisions of said Interlocal Agreement for Services, which have been reduced to writing in the form of a Letter of Agreement between the parties;

AND WHEREAS the provisions of Title 7, Chapter 11, Part 1, MCA, permit public agencies to contract with other public agencies for the provision of services;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Interlocal Agreement for Services FY 2013-2014, attached hereto as Exhibit "A," is hereby approved by the respective agencies, and the Custer County Commissioners and the Mayor of the City of Miles City are hereby authorized to execute the same, and to bind their respective agency.

2. The Letter of Agreement, attached hereto as Exhibit "B," is hereby approved by the respective agencies, and the Custer County Commissioners and the Mayor of the City of Miles City are hereby authorized to execute the same, and to bind their respective agency.

3. The County Commissioners and the Mayor of the City of Miles City are hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of both such agreements.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF CUSTER COUNTY, MONTANA, THIS ____ DAY OF _____, 2014.

Kevin Krausz, Commissioner

Vicki Hamilton, Commissioner

Keith Holmlund, Commissioner

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, THIS 28th DAY OF JANUARY, 2014.**

C.A. Grenz, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit "A"
MILES CITY/CUSTER COUNTY
INTERLOCAL AGREEMENT FOR SERVICES FY 2013-2014

This **AGREEMENT** entered into this ____ day of _____, 2014, effective the 1st day of July, 2013, by and between **CUSTER COUNTY, MONTANA**, a political subdivision of the State of Montana, hereinafter referred to as "**COUNTY**", and the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, hereinafter referred to as "**CITY**".

WHEREAS, in the interests of economical provision of services to the citizens of the above political subdivisions, it is to the advantage of both parties to contract for one to provide services to other rather than duplicate services;

AND WHEREAS, the parties have conferred and determined which entity should supply which services and have negotiated reasonable compensation for those services;

AND WHEREAS, the provisions of Title 7, Chapter 11, Part 1, MCA, permit public agencies to contract with other public agencies for the provision of services,

NOW, THEREFORE, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. TERM OF AGREEMENT AND RENEWAL:

This Agreement shall be in effect for a period of twelve months, with an effective date of July 1, 2013, and terminating at midnight on June 30, 2014. This Agreement shall automatically renew for FY 2014-2015, with appropriate recalculation of rates and fees, subject to the provisions contained in Paragraph 8.

2. SCOPE OF SERVICES:

The City, in consideration of the sums to be paid herein by the County and the services to be supplied to it by the County, shall provide to the County during the term of this Agreement those services listed in Exhibit "1" attached hereto and made a part hereof by reference. The County, in consideration of the services to be supplied to it by the City, shall provide to the City during the term of this Agreement those services listed in Exhibit "2" attached hereto and made a part hereof by reference.

3. METHOD OF PROVIDING SERVICES:

Services shall be provided by the City to the County in accordance with written Standard Operating Procedures and protocols then in effect at the commencement of the term of this Agreement. Upon request of County, City shall provide County a copy of such procedures and protocols. During the term of this Agreement, the City shall not alter, amend, supplement, or revoke such Standard Operating Procedures and protocols without the prior written consent of the County. Excepted are EMS medical protocols developed by the State of Montana. In

of Title 10, Chapter 4 Montana Code Annotated "State Emergency Telephone System".

4. COMPENSATION FOR SERVICES:

In addition to providing to the City the services listed in Exhibit "2", the County shall pay to the City for the provision of the services listed in Exhibit "1" by the City the following sums:

A. Bullard Street Sanitary Lift Station Inspections

Such inspections shall be conducted daily in accordance with the same procedures utilized by City in inspection of sanitary lift stations owned by City. This contract is for inspection services only; however, the City will promptly perform any necessary repairs or maintenance observed during its inspections. City will promptly notify County of any need for repairs or maintenance observed from its inspections. County shall reimburse the City for any necessary repairs or maintenance. County shall pay for all electricity utilized by the Bullard Street Sanitary Lift Station and shall maintain such electrical account in County's name.

The sum of One Thousand Five Hundred Thirty and no/100 Dollars (\$1,530.00) payable in equal quarterly installment of Three Hundred Eighty Two and 50/100 Dollars (\$382.50) per quarter, the first installment due on September 25, 2013, and each quarterly installment on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement.

B. Water at County Fairground

This is solely a service to provide water and City shall have no obligation to load or otherwise provide labor in connection with this service. City shall provide potable water and no metering shall be required. Provided, however, that City may install such meters as it may desire to monitor the water utilization. Water is provided for use solely upon the County Fairgrounds. Water shall not be transported off the County Fairgrounds and County shall not sell any water provided under this Agreement nor permit anyone to transport City water off of the County Fairgrounds without the advance written permission of City.

The fee for this service is waived for FY 2013-2014.

C. Central Dispatch

Twenty-five percent (25%) of the City's Net Central Dispatch Budget for FY 2013-2014, payable in four equal quarterly payments, commencing on September 25, 2013, and on the 25th day of each quarter (December, March, June) thereafter. Net Central Dispatch Budget shall mean the gross Central Dispatch Budget less 911 Operating funds received from the State of Montana pursuant to Title 10, Chapter 4, MCA (State Emergency Telephone System). The calculated result of this formula is the sum of Seventy Three Thousand Seven Hundred Fifty and no/100 Dollars (\$73,750.00).

D. Animal Control Services.

The City shall bill the County quarterly for Animal control Services provided by the City, including the actual costs of impounding, boarding, quarantine, euthanasia, and capture of potentially dangerous animals (vicious dogs, rabid mammals). The first billing shall be due on the 25th day of September 2013, and each successive billing on the 25th day of each quarter, (December, March, June), thereafter during the term of this Agreement. The following costs will serve as the basis for bills submitted to the county:

Impound fee:	\$5.00
Daily Boarding Fee:	\$10.00
Euthanasia fee:	\$12.00 to \$30.00 (Dependent on size).
Quarantine:	\$5.00 impound fee plus \$10.00 daily boarding fee for 10 days.

Capture of Potentially Dangerous Animal:

Actual costs of animal control Officer:
(\$26.30 per hour, plus vehicle expense/
mileage of \$.55 a mile).

E. Ambulance Services

Ambulance services provided by the City, the actual costs of 911 dispatch calls outside the City limits but within the boundaries of Custer County will be billed to the County on a quarterly schedule. The first billing due on the 25th day of September 2013, and each successive billing on the 25th day of each quarter (December, March, June) thereafter during the term of this Agreement.

Actual costs are compiled based on \$100.00 hour, per unit dispatched, (ambulance, rescue vehicle, etc.); a summary of all county ambulance/rescue runs will be submitted with the billing.

F. Booking Services

Booking services for persons charged under state statute shall be provided by the County at no cost to the City. Booking services, for persons who are charged solely under City Ordinance, which are provided by the County to the City for FY 2013-2014 will be billed and payable in four quarterly payments, commencing on September 25, 2013, and on the 25th day of each quarter, (December, March, June) thereafter during the term of this Agreement. The City Agrees to compensate the County \$30.00 for each person booked (finger printed, photographed, etc.), when charged solely under City Ordinance, as the Miles City Police Department or City Judge determines necessary.

G. School Resource Officer

The County agrees to pay the City one-third (1/3) the cost of the salary, benefits and associated employment expenses of a City police officer to act as a School Resource Officer, being Fifty Two Thousand Two Hundred Fifteen dollars and

no/100 (\$52,215.00) for the nine month school period during FY 2013-2014, with the cost to each of the City, County and School District being Seventeen Thousand Four Hundred Five and no/100 (\$17,405.00). This provision is contingent on all three (3) entities meeting their financial obligations prior to the commencement of the school year, being August 28, 2013.

H. Junk Vehicle Program

The City shall provide the County with a suitable site for use by the Custer County Junk Vehicle Program to store, on a temporary basis, junked vehicles. Any towing and incidental costs related to the County's use of the site shall be paid by the County. The County shall compensate the City in the amount of One Hundred Dollars and no/100 (\$100.00) for this service for FY 2013-2014, payable on September 25, 2013.

I. Detention Services and Transportation

The County shall provide detention and transportation services to the City for prisoners arrested by the Miles City Police Department or committed to the County Detention Center by the City Judge. The City shall compensate the County 6,000.00 for detention and transportation services during FY 2013-2014, and said fee shall include the booking of inmates charged under state statute.

5. CONTINGENCY OF CONTRACTING WITH LIBRARY BOARD OF TRUSTEES

The City's obligation to provide services hereunder is contingent upon the County having entered into a written contractual agreement with the Board of Trustees of the Miles City Library for the Library to provide library services for FY 2013-2014, and any renewal term, to County residents who do not live within the City limits in return for a payment from the County to the Library of a sum satisfactory to the Board of Trustees of the Miles City Library.

6. APPROPRIATIONS:

Each party agrees to appropriate sufficient funds within its budgets to provide the services and to pay the compensation provided for herein during the term of this Agreement.

7. AUTHORIZATION:

Each party, by execution of this Agreement, covenants that it is authorized to enter into this Agreement and that its governing body has give all notice and taken all actions necessary to approve such Agreement and to bind the party to the terms of this Agreement.

8. TERMINATION:

This Agreement may be terminated after FY 2013-2014 by either party upon ninety (90) days written notice, except that a written agreement between the parties establishing fees for a subsequent fiscal year, during a renewal term under this Agreement, shall prevent the termination of this Agreement during said fiscal year. As used in this agreement, "fiscal year" shall refer to a period between July 1 and June 30.

9. DEFAULT

If either party shall fail to promptly keep and perform any affirmative obligation of this Agreement or shall perform some act prohibited under this Agreement, and if such party shall continue in such default for a period of thirty (30) days after written notice of such default by the non-defaulting party to the defaulting party, in the manner provided in Section 10, below, then the non-defaulting party may pursue any remedy provided by the laws of the State of Montana, or may declare this Agreement terminated.

10. NON-WAIVER.

The failure of a party to claim a default or breach under this Agreement shall not be deemed a continuing waiver of such default or breach, nor shall any waiver of default or breach by any party be construed as a waiver of other or any subsequent default or breach.

11. NOTICE.

If at any time after the execution of this Agreement, it shall become necessary or convenient for one of the parties to serve any notice upon the other party, such notice shall always be in writing, signed by the party serving the same, or their counsel, and deposited in registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

CITY: C.A. Grenz, Mayor
P. O. Box 910
Miles City, Montana 59301

COUNTY: Kevin Krausz, Chairperson
Board of County Commissioners
Custer County Courthouse
1010 Main Street
Miles City, Montana 59301

or to such address as either party may furnish to the other in writing as the place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States mail with proper prepaid postage affixed. In addition to service by mail, service may be made personally upon either the City, by service upon its Mayor or

President of its City Council, or the County, by service upon any of its County Commissioners. The date of personal service shall be the date the notice is personally served upon City or County.

12. TIME OF THE ESSENCE.

Time is of the essence of this Agreement and all acts required to be performed hereunder shall be performed on or before the date specified.

13. PARAGRAPH HEADINGS.

The paragraph headings herein contained are for convenience of the parties only and do not define, limit or construe the contents of such paragraphs.

14. NON-DISCRIMINATION

In compliance with §49-3-207 MCA, all hiring must be on the basis of merit and qualifications and there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by either party performing this Agreement.

15. APPROVAL OF GOVERNING BODIES REQUIRED

This Agreement shall not become effective until approved by appropriate resolution by the City Council of the City and by appropriate resolution of the Board of Commissioners of the County.

16. RESPONSIBILITY FOR REPORTS AND PAYMENT OF RETIREMENT SYSTEM CONTRIBUTIONS.

The City shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for City employees utilized in performing services under this Agreement. The County shall be responsible for reports and payment of retirement system contributions pursuant to §19-2-506 for County employees utilized in performing services under this Agreement.

17. NON-APPLICABILITY OF PORTIONS OF §7-11-105 MCA

The following subsections of §7-11-105 MCA are not applicable to this Interlocal Agreement for the following reasons:

Subsection (5) in that no property will be jointly acquired under this Agreement;

Subsection (6) in that the agreement will be administered by the Mayor for the City and the Board of Commissioners for the County and a separate administrator

or board is not necessary;

Subsection (7) in that no real or personal property will be jointly acquired under this Agreement;

Subsection (8) in that there will be no shared employment under this Agreement.

18. EXECUTION AND FILING.

This Agreement shall be executed in triplicate originals, with one fully executed original being filed with the Custer County Clerk and Recorder, one fully executed original being filed with the Miles City City Clerk, and one fully executed original being filed with the Montana Secretary of State.

19. INDEMNITY.

City agrees to indemnify, defend and hold County harmless from any liability, damages or claims arising out of City's intentional or negligent acts or omissions in City's performance of the services it is providing to County under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of County, its officers, employees, or agents. County shall indemnify, defend and hold City harmless from any liability, damages or claims arising out of the intentional or negligent acts or omissions of County in County's performance of the services it is providing to City under this Contract except as to any liability, damages or claims arising solely out of the intentional or negligent acts or omissions of City, its officers, employees or agents.

CITY OF MILES CITY

By: _____
C.A. Grenz, Mayor

Dated: _____

CUSTER COUNTY, MONTANA

By: _____
Kevin Krausz, Commissioner

By: _____
Vicki Hamilton, Commissioner

Dated: _____

By: _____
Keith Holmlund, Commissioner

EXHIBIT "1"

1. SERVICES

- a. Bullard Street Lift Station
- b. Fairgrounds Water
- c. Central Dispatch Services
- d. Animal Control Services within the exterior boundaries of Custer County.
- e. Ambulance Service within the exterior boundaries of Custer County
- f. School Resource Officer
- g. Junk Vehicle Program

Initialed by parties to indicate review & agreement with this Exhibit:

CUSTER COUNTY: _____ DATE: _____
Kevin Krausz, Chairperson

CITY OF MILES CITY: _____ DATE _____
C.A. Grenz, Mayor

EXHIBIT "2"

SERVICES TO BE PROVIDED TO THE CITY BY THE COUNTY

1. SERVICES

- a. Provision of space, free of rent, to the CITY for operation of Central Dispatch at the Emergency Operating Center.
- b. The COUNTY will provide booking services for individuals referred by the Miles City Police Department or the City Judge.
- c. The COUNTY will provide detention services and transportation of CITY prisoners to and from the detention facility contracted by the COUNTY.

Initialed by parties to indicate review & agreement with this Exhibit:

CUSTER COUNTY: _____ DATE _____
Kevin Krausz, Chairperson

CITY OF MILES CITY: _____ DATE _____
C.A. Grenz, Mayor

Exhibit "B"
MILES CITY/CUSTER COUNTY

LETTER OF AGREEMENT

Re: Detention Services and Unmetered Water at Custer County Fairgrounds

This **LETTER OF AGREEMENT** entered into this ____ day of _____, 2014, by and between **CUSTER COUNTY, MONTANA**, a political subdivision of the State of Montana, hereinafter referred to as "**COUNTY**", and the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, hereinafter referred to as "**CITY**".

WHEREAS, in negotiating an Interlocal Agreement for Services between the parties for FY2013-2014, the parties have made certain future agreements, which they desire to reduce to writing;

NOW, THEREFORE, IT IS HEREBY AGREED AMONG THE PARTIES AS FOLLOWS:

1. Detention and Transportation Services. The **CITY** agrees to include in the FY2014-2015 Interlocal Agreement with the **COUNTY** compensation to the **COUNTY** in the amount of \$9,000.00 during the FY2014-2015 year for detention and transportation services, and the **COUNTY** agrees to provide such service at the foregoing rate.

2. Water at County Fairground. The **CITY** agrees to waive the fee for unmetered water at the County Fairground for FY2014-2015, and FY 2015-2016. The **COUNTY** agrees that the waiver of said fees from FY2013-2014 through FY2015-2016 is adequate reimbursement for any excess charges in past years.

CITY OF MILES CITY

By: _____
C.A. Grenz, Mayor

Dated: _____

CUSTER COUNTY, MONTANA

By: _____
Kevin Krausz, Commissioner

Dated: _____

By: _____
Vicki Hamilton, Commissioner

By: _____
Keith Holmlund, Commissioner