

**RESOLUTION NO. 3916**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY FOR COOPERATIVE IMPLEMENTATION OF CDBG-ED GRANT.**

*WHEREAS*, the City of Miles City (“City”) and Custer County (“County”) have been awarded a CDBG-ED Program Grant to be used for the benefit of Miles Community College;

*AND WHEREAS*, the City wishes to delegate administrative responsibility related to said grant to the County;


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

1. The Interlocal Agreement, attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Interlocal Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Interlocal Agreement and to bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 27<sup>th</sup> DAY OF APRIL, 2016.**

ATTEST:

  
Lorrie Pearce, City Clerk

  
for John Hollowell, Mayor  
council president

## INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by Custer County, herein referred to as "the County," and the City of Miles City, herein referred to as "the City."

WITNESSETH THAT:

WHEREAS, the County and the City are the recipients of a Community Development Block Grant – Economic Development (CDBG-ED) Program grant received as a result of a jointly submitted application for grant funds to provide grant funds to Miles Community College; and

WHEREAS, this Contract between the County and the City will enable them to enhance cooperation in implementing the County's and City's CDBG-ED award to accomplish the above-described project; and

WHEREAS, the County and City have agreed to enter into an Agreement with Southeastern Montana Development Corporation to administer the grant for the County, and

WHEREAS, the County and City have determined that the County, in its capacity as a CDBG-ED grantee, is in the best position to supervise the implementation of the grant through Southeastern Montana Development Corporation; and

WHEREAS, the Montana Department of Commerce has required the County to enter into a contract with the City specifying the terms and conditions of the City's delegation of certain CDBG-ED responsibilities to the County; and

WHEREAS, both parties to this Contract understand that neither local government involved herein has in any way, expressly or implied, abrogated any of its individual powers, and that this Contract does not create any new organization or legal entity.

NOW, THEREFORE, THE COUNTY AND THE CITY MUTUALLY AGREE AS FOLLOWS:

- I. Responsibilities Delegated to the City and County
  - A. The City and County will show compliance with all applicable state and federal requirements contained in the Certifications for Application submitted to the Montana Department of Commerce with the joint City-County application for CDBG-ED assistance, dated 10/5/15.
  - B. The City and County will show compliance with all other applicable state and federal requirements as described in the Montana Community Development Block Grant Program Grant Administration Manual.

- C. During the term of this Contract, the County will maintain reasonable records of its performance hereunder in a manner consistent with generally accepted accounting principles. The County will allow the City and the Montana Department of Commerce and their authorized representative's access to these records at any time during normal business hours. At the request of the City, the County will submit to the City, in the format prescribed by the City, status reports on its performance under this Contract.

## II. Duration of the Contract

- A. This Contract takes effect when the following conditions are satisfied:
  - 1. The Montana Department of Commerce, County, and City have executed the CDBG-ED Contract;
  - 2. All requirements of the environmental review process have been satisfied;
  - 3. The Montana Department of Commerce has approved the County's "Request for Release of Funds and Certification";
  - 4. The County's attorney and the attorney for the City have approved this Contract as to form and content; and
  - 5. The County Board of Commissioners and the City Council have each reviewed this Contract and agreed fully to its terms and conditions.
- B. This Contract will terminate 90 days after the CDBG-ED program grant contract has been completed and closed in a manner acceptable to the Montana Department of Commerce.

## III. Administration

- A. The primary purpose of this Contract is to allow the City to delegate responsibility for any and all administration of this project to the County and the Southeastern Montana Development Corporation.
- B. For purposes of implementing the joint undertaking established by this Contract, the County's Board of Commissioners and the City Council hereby agree to enter into a Grant Management Plan with Southeastern Montana Development Corporation to provide for the efficient and effective implementation of this Contract and the activities contained herein.

- C. The County will comply with the federal administrative requirements contained in 24 Code of Federal Regulations (CFR), section 570.502, as applicable.
- D. The County will carry out each activity under this Contract in compliance with all federal laws and regulations described in 24 CFR sections 570.600 through 570.612 (Subpart K), except that:
  - 1. The County does not assume the City's environmental responsibilities described at 24 CFR section 570.604, and
  - 2. The County does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.
- E. The City and County agree that all funds received through the state for administration or to fund the activities shall be passed through to the Sub-Recipient; that all activity funds received as a result of this grant shall be made available to Miles Community College.

#### VI. Indemnification

The County waives any and all claims and recourse against the City, including the right of contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to the County's performance of this Contract except claims arising from the concurrent or sole negligence of the City or its officers, agents, or employees. The County will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the County's performance of this Contract except for liability arising out of the concurrent or sole negligence of the City or its officers, agents, or employees.

VII. Suspension and Termination

In accordance with 24 CFR 85.43, the County may suspend or terminate this Contract if the City materially fails to comply with any term of the City/County's CDBG-ED grant agreement with the Montana Department of Commerce. In addition the County may terminate this Contract for convenience in accordance with 24 CFR 85.44.

This Contract has been approved by the County's Board of Commissioners and the City Council.

Custer County Commissioners

  
\_\_\_\_\_  
Commission Chair

Date: 4/21/16

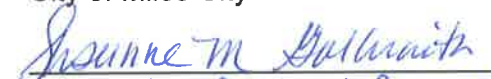
  
\_\_\_\_\_  
Commissioner

Date: 4-21-16

  
\_\_\_\_\_  
Commissioner

Date: \_\_\_\_\_

City of Miles City

  
for Mayor by Council President

Date: 4/28/16

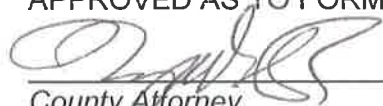
ATTEST:

  
\_\_\_\_\_  
Clerk and Recorder

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney