

RESOLUTION NO. 3585

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY, MONTANA FOR THE PROVISION OF SERVICES FOR FY 2012-2013

WHEREAS representatives of the City of Miles City and representatives of Custer County, Montana have negotiated the terms, conditions and compensation for the provision of services between the entities for Fiscal Year 2012-2013;

AND WHEREAS, the terms, conditions and compensation for such services are set forth in the Interlocal Agreement attached hereto as Exhibit "A";

AND WHEREAS, the City Council finds that the terms, conditions and compensation provided for in the Interlocal Agreement attached hereto as Exhibit "A" are in the best interests of the City;

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

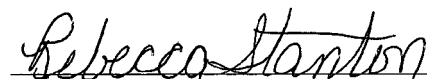
1. It does hereby authorize, approve and ratify the Interlocal Agreement for Services for FY 2012-2013, attached hereto as Exhibit "A" and made a part hereof, between the City of Miles City, Montana and Custer County, Montana;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Interlocal Agreement on behalf of the City of Miles City and bind the City of Miles City thereto;
3. The Mayor of the City of Miles City is hereby authorized and directed to take all future actions necessary to carry out the terms of the Interlocal Agreement.
4. Upon execution of the Interlocal Agreement by all parties, the City Clerk shall file one fully executed original in the records of the City of Miles City and shall transmit to the Custer County Clerk and Recorder two certified copies of this Resolution together with two fully executed originals of the Agreement. The Clerk shall thereafter verify that executed originals of this Agreement have been filed with the Custer County Clerk and Recorder and the Montana Secretary of State.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26TH DAY OF MARCH, 2013.



C.A. GRENZ, Mayor

ATTEST:



REBECCA STANTON, City Clerk

MILES CITY/CUSTER COUNTY
INTERLOCAL AGREEMENT FOR SERVICES FY 2012-2013

This **AGREEMENT** entered into this 2nd day of July, 2013, effective the 1st day of July, 2012, 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:

This Agreement shall be in effect for a period of twelve months, commencing at midnight on June 30, 2012, and terminating at midnight on June 30, 2013.

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 "A" 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 "B" 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 providing Central Dispatch services hereunder, City will comply with all applicable

requirements 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 "B", the COUNTY shall pay to the CITY for the provision of the services listed in Exhibit "A" 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 and does not include repairs or maintenance except as noted below. 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 and no/100 Dollars (\$1,500.00) payable in equal quarterly installment of Three Hundred Seventy Five and no/100 Dollars (\$375.00) per quarter, the first installment due on September 25, 2012, 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 sum of Three Thousand Eight Hundred Nineteen and no/100 Dollars (\$3,819.00) payable in equal quarterly installment of Nine Hundred Fifty Four and 75/100 Dollars (\$954.75) per quarter, the first installment due on September 25, 2012, and each quarterly installment due on the 25th day of each quarter, (December, March, June) thereafter during the term of this agreement.

C. Central Dispatch

Twenty-five percent (25%) of the City's Net Central Dispatch Budget for FY 2012-2013, payable in four equal quarterly payments, commencing on September 25, 2012, 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 Sixty One Thousand Five Hundred Forty Eight and no/100 Dollars (\$61,548.00).

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 2012, 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 2012, 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 provided by the County to the City for FY 2012-2013 will be billed and payable in four quarterly payments, commencing on September 25, 2012, 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.,) as the Miles City Police Department or City Judge determines necessary.

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 2012-2013 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 shall terminate and be of no further force and effect as of midnight on June 30, 2013; however, by mutual written consent of the City and County, this agreement may be extended by an additional sixty days.

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: Keith Holmlund, 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. Glenn*

C.A. Grenz, Mayor

Dated: 3/29/13

CUSTER COUNTY, MONTANA

By: Keith Holmlund
Keith Holmlund, Commissioner

Dated: April 2, 2013

By: Vicki Hamilton
Vicki Hamilton, Commissioner

Dated: April 2, 2013

By: Kevin Krausz
Kevin Krausz, Commissioner

Dated: April 2, 2013

EXHIBIT "A"

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

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

CUSTER COUNTY:

Keith Holmlund
Keith Holmlund, Chairperson

DATE: April 2, 2013

CITY OF MILES CITY:

C.A. Grenz
C.A. Grenz, Mayor

DATE 3/29/13

EXHIBIT "B"
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.

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

CUSTER COUNTY: *Keith Holmlund* DATE *April 2, 2013*
Keith Holmlund, Chairperson

CITY OF MILES CITY: *C.A. Grenz* DATE *3/29/13*
C.A. Grenz, Mayor