



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers and
On Zoom.us*

*January 26, 2021
6:00 p.m.*

During COVID-19 the City of Miles City-City Council will be meeting in the City Hall Conference Room and by remote means. To attend the meetings by mobile phone, please log on to zoom.us and download the Zoom app from its "Download Center". The meeting information will be posted on the City of Miles City's website at miles-city-mt.org. If you would like to receive a personal invite, please email your email address to the City Clerk at the address below. Documents for the meetings can be accessed by calling 874-8602 or emailing cityclerk@miles-city-mt.org with the request.

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

A. Regular City Council Meeting 01/12/2020

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

13. UNFINISHED BUSINESS

14. NEW BUSINESS

A. **RESOLUTION NO. 4387 - A RESOLUTION ESTABLISHING CITY OF MILES CITY PERSONNEL POLICIES REGARDING NON-UNION STAFF COST OF LIVING INCREASES**

B. **RESOLUTION NO. 4388 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEARS 2020-2021 AND 2021-2022.**

15. ADJOURNMENT

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings

Minutes

REGULAR COUNCIL MEETING January 12, 2021
6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, January 12, 2021, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and via Zoom.us. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, Elizabeth Patten, Rick Huber, Austin Lott, Kathy Wilcox and Stacy Broell.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Planner in Training Ally Capps, Public Utilities Director Tom Speelmon and City Clerk/Minute Recorder Mary Rowe.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 12/22/2020

** *Councilperson Gardner moved to approve the minutes of the Regular Council Meeting of December 22, 2020, subject to any changes, and seconded by Councilperson Kassner.*

Councilperson Lott requested corrections of “estate” to “abatement” on page two of five and a correction of “heating issues” to “heaving issues” on page three of five.

** *The motion passed by unanimous consent, 8-0.*

Public Safety Committee Minutes: 12/15/2020

** *Councilperson Lott moved to approve the minutes of the Public Safety Committee Meeting of December 15, 2020 subject to any changes, and seconded by Councilperson Gardner.*

Councilperson Patten requested a correction to the remodel costs from \$900,000 to \$600,000.

** *The motion passed by unanimous consent, 8-0.*

SCHEDULE MEETINGS

The following meetings will be held in the City Hall Conference Room:

- City/County Meeting @ 11AM on 01/19/21

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

Mayor Hollowell called to Elect Council President:

- **** *Councilperson Kassner nominated Councilperson Lott, and seconded by Councilperson Gardner.*

As there were no other nominations, Mayor Hollowell closed nominations.

Councilperson Lott stated that he will do his best to step in when needed and address everything fairly while representing the City.

Dawn Bolejack-Leidholt, 1112 Main Street, stated that it is a good nomination.

- **** *On roll call vote, the motion passed unanimously, 8-0.*

Standing Committees:

Finance Committee- Austin Lott, Brant Kassner, Stacy Broell, and Elizabeth Patten

Public Safety Committee- Austin Lott, Ken Gardner, Kathy Wilcox, and Elizabeth Patten

Public Service Committee- Dwayne Andrews, Rick Huber, Kathy Wilcox, and Ken Gardner

Human Resource Committee- Kathy Wilcox, Rick Huber, Stacy Broell, Dwayne Andrews

Flood Control Committee- Ken Gardner, Brant Kassner, Austin Lott, and Elizabeth Patten

- **** *Councilperson Broell moved to approve the Standing Committees as presented and seconded by Councilperson Kassner, on roll call vote the motion passed unanimously, 8-0.*

Non-Standing Committees:

Local 600/Labor- Mayor Hollowell and Dwayne Andrews

Councilperson Huber volunteered to be on the Committee and Councilperson Andrews volunteered to drop from the Committee.

****** *Councilperson Lott moved to approve the Local 600/Labor Committee members, seconded by Councilperson Gardner and **passed** unanimously, 8-0.*

Health Board –

Councilperson Patten volunteered to be on the Health Board.

****** *Councilperson Broell moved to approve the Health Board member, seconded by Councilperson Huber and **passed** unanimously, 8-0.*

PROCLAMATIONS

None

STAFF REPORTS

Chief Colombik handed out 2020 statistics comparing last year to current year, stating that Covid-19 impacted calls this year and online crimes are increasing rapidly.

Chief Stevens reported on staffing, overtime, and equipment. Helena is donating a minivan to the Fire Department for Fire Inspectors.

CITY COUNCIL COMMENTS

Councilperson Lott wanted to thank the Miles City Police Department, namely Officers Fetty and DeVault, for finding and recovering one of the four wheelers that was stolen from Transco.

Councilperson Patten read the following letter and recommended looking at the current policy:

Based on comments brought to me by citizens of Miles City, and my own thoughts prior to and after the Council Meeting of 11/24/2020, I think that as we move forward as a city, we need to look at our hiring policy. I think it would be in our best interest to have all positions in the city be open for a competitive application process. People who are already city employees would be welcomed and encouraged to apply for higher level positions or positions in other departments, and the application of a current city employee could potentially be weighted as compared to the application from a non-city employee. I think we do ourselves a disservice on many levels by not having competitive applications for all positions.

If the city is going to hire an architect, there is an RFQ process. If the city is going to buy a new piece of equipment, there is a competitive bid process. If we are hiring new employee, I believe we should have a broader scope of considered applications.

This allows the person who is hired to the position to know that they went through a competitive application process and received the job offer because they were best qualified for the position. This allows Council to be able to tell the public that after a competitive application process, the person hired best met the qualifications for the position. I would like to recommend to the HR committee that the Recruitment and Selection policy, Resolution #4109, is revisited and revised. I would also like to recommend that this is done in the near future, while there is not an open job, so the conversation and revisions can be done when there is not a particular person who is an internal applicant for a particular position.

Councilperson Wilcox stated that the Human Resources Committee could prepare a draft policy if there were enough interest from other Council Members; Councilperson Andrews gave 100% support and Councilperson Lott said he would like to have the conversation. She will present it to the Human Resource Committee.

Mayor Hollowell stated that if we have an internal applicant that meets the qualifications, has knowledge of the department, and have put in the time, it is not a guarantee, but he would like to reward that applicant.

MAYOR COMMENTS

Received an email from Patrick Tivnin from the VA, saying that all occupants will need to relocate from the VA building in second quarter of 2021.

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

A. Final Approval to Close on Purchase of Woolhouse Gallery for Police Building

****** *Councilperson Patten moved to approve closing on purchase of Woolhouse Gallery, seconded by Councilperson Andrews.*

Mayor Hollowell informed the Council that the results of the flood fringe came back and the Woolhouse is in the flood fringe, but the main floor level is above base flood elevation plus two, so the City is good there. He and the state believe that the basement can be flood proofed by filling a couple windows then it will be usable space, but still waiting for Federal response. Mark Ingraham will be expediting the asbestos check, which will be approximately a two week wait period if they had to do any mitigation.

Councilperson Gardner read a text message from Mark Ingraham stating that he has already done a walk through of the Woolhouse. If samples are taken and a rush is put on it, the assessment could be done in a week. If there is asbestos, a permit from Department of Environmental Quality would be needed and that could be another couple of weeks.

Austin Lott explained that all of these costs are included in the approved budget of \$1.1 million dollars. Once the inspections are complete, we will have a better process for remodel/internal location.

Councilperson Broell inquired about the square footage of the finished area that will be used and stated that it is costing about \$79 per square foot of finished product.

Ruth Kuchynka, 618 N 5th, suggested that a notice be put out to the public stating that there are available funds to cover a large portion of the costs, because she does not believe this is common knowledge.

Councilperson Patten brought up that the Police Department is currently paying monthly rent to the VA, so that will be money to put towards the purchase costs. Chief Colombik stated that it is about \$3100 per month to the VA.

****** *On roll call vote, the motion passed by unanimous consent, 8-0.*

NEW BUSINESS

A. RESOLUTION NO. 4386- A Resolution Authorizing Certain Officers of the City of Miles City as Signatories Upon Bank Accounts of the City of Miles City at Stockman Bank

****** *Councilperson Lott moved to approve the Resolution, read by title only and*

*seconded by Councilperson Gardner. On roll call vote, the motion **passed** unanimously, 8-0.*

B. Approval to apply for CLG Program Grant Application for \$6000 to fund the Historical Preservation Officer from April 1, 2021 through March 31, 2022

*** Councilperson Patten moved to approve the CLG Program Grant Application, and seconded by Councilperson Lott. On roll call vote, the motion **passed** unanimously, 8-0.*

C. Approval of December Claims

*** Councilperson Lott moved to approve December Claims, and seconded by Councilperson Huber. On roll call vote, the motion **passed** unanimously, 8-0.*

ADJOURNMENT

*** Councilperson Huber moved to adjourn the meeting, seconded by Councilperson Kassner and passed unanimously.*

The meeting was adjourned at 7:12p.m.

John Hollowell, Mayor

Mary Rowe, City Clerk

New Business

RESOLUTION NO. 4387

A RESOLUTION ESTABLISHING CITY OF MILES CITY PERSONNEL POLICIES REGARDING NON-UNION STAFF COST OF LIVING INCREASES

WHEREAS, the City of Miles City has established certain personnel policies for employees of the City of Miles City, which are set forth in the City of Miles City Personnel Manual;

AND WHEREAS, the City Council finds that certain revisions to such policies should be adopted;

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


1. That the following new policy: Section 3, Employment Information, Non-Union Staff Cost of Living Increases attached as Exhibit "A"
2. Such policy shall become effective February 1, 2021 upon the passage of this resolution.

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 JANUARY, 2021.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

 <p style="text-align: center;">CITY OF MILES CITY PERSONNEL POLICY</p>	Section #: 3:	Employment Information
	Effective:	02/01/2021
	Last Revised:	02/01/2021
NON-UNION STAFF COST OF LIVING INCREASES		
Resolution #4387		

- **This policy supersedes all previous policies and/or handbooks published by the City of Miles City. Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.**

PURPOSE

To support the retention of experienced, highly-qualified City staff.

POLICY

The City of Miles City will provide all non-union staff, including department managers and supervisors, a cost of living adjustment (COLA) once each fiscal year when the City’s budget is sufficient to fund it.

PROCEDURE

1. A COLA may be provided when budgetary constraints permit them. The City is not required to provide a COLA every fiscal year.
2. A COLA increases every salary/wage in the Non-Union Salary/Wage Schedule by the same percentage, irrespective of individual position.
3. In determining the amount of a COLA, the following may be considered: published Consumer Price Index, State’s cost of living recommendation, cost of living increases in the local, regional and national economies, the City’s current and projected budgetary restraints, and the City’s overall financial health.
4. The Human Resources (HR) Committee will consider the amount of COLA adjustments during the fourth quarter of each fiscal year (April, May June). The Mayor may participate in the consideration of the amount of any COLA.
5. HR Committee’s COLA recommendations will pertain to the City’s upcoming fiscal year. Adjustments are not retroactive to the current or prior fiscal years.

6. The HR Committee will forward its COLA recommendation to the Chair of the Finance Committee by June 1 of each fiscal year for its consideration.
7. The Finance Committee will make a final recommendation concerning a COLA to the City Council by including its recommendation in its Draft Budget for the Fiscal Year beginning July 1.

RESOLUTION NO. 4388

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEARS 2020-2021 AND 2021-2022.

WHEREAS, in the interest of economical provision of services to the citizens of Miles City and Custer County, Montana, the City of Miles City and the County of Custer desire to enter into an interlocal agreement for services for FY2020-2021 and FY2021-2022, a copy of which is attached hereto as Exhibit "A";

AND WHEREAS, the City Council of the City of Miles City finds that it is in the best interest of the City of Miles City to enter into such agreement with Custer County;

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

1. The Miles City / Custer County Interlocal Agreement for Services FY2020-2021 and FY 2021-2022, 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 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 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 26TH DAY OF JANUARY, 2021.

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

Exhibit A

MILES CITY/CUSTER COUNTY INTERLOCAL AGREEMENT FOR SERVICES FY 2020-2021 AND FY 2021-2022

This AGREEMENT entered into this 26th day of January 2021 effective the 1st day of July, 2020, 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 twenty-four months, with an effective date of July 1, 2020, and terminating at midnight on June 30, 2022.

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 the most current 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 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, 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 the City shall have no obligation to load or otherwise provide labor in connection with this service. City shall provide potable water; however, the 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. Fairground caretaker shall provide a yearly bulk estimate to Public Utility Director.

C. Central Dispatch

Twenty-five percent (25%) of the City's Net Actual Central Dispatch Budget for FY2020-2021 and 2021-2022, payable in four quarterly payments, commencing on September 25, and on the 25th day of each quarter (December, March and June) thereafter. Net Actual Central Dispatch Expenses shall mean the gross Actual Central Dispatch Expenses less 9-1-1 Operating funds received and approved by the local 9-1-1 Board (Custer/Garfield 911 Board)

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, 2020, 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 and fees will be updated July 1, 2021:

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: (\$30.19 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, and each successive billing on the 25th day of each quarter (December, March, June) thereafter during the term of this Agreement. Fire Chief will provide quarterly reports to the Commissioners.

Actual costs are compiled based on \$130.00 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 Fiscal Years 2020-2021 and 2021-2022 will be billed and payable in four quarterly payments, commencing on September 25, 2020, and on the 25th day of each quarter, (December, March, June) thereafter during the term or 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. Sanitation Service

Environmental Health Services will be split equally between the City and Custer County after all Revenue received is deducted.

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 2020-2021, 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 given all notices 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 2020-2021 by either party upon ninety (90) days written notice. 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: John Hollowell, Mayor
P.O. Box 910
Miles City, Montana 59301

COUNTY: Jason Strouf, 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 the 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 of Miles City and by appropriate resolution of the Board of Commissioners of

Custer 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 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.

SIGNATURE PAGE

CITY OF MILES CITY

BY: John Hollowell, Mayor

Dated: _____

CUSTER COUNTY, MONTANA

BY: Jason Strouf, Commissioner

Dated: _____

BY: Keith Holmlund, Commissioner

Dated: _____

BY: Kevin Krausz, Commissioner

Dated: _____

EXHIBIT "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 and agreement with this Exhibit:

CUSTER COUNTY:

Jason Strouf, County Chairperson

DATE: _____

CITY OF MILES CITY:

John Hollowell, Mayor

DATE: _____

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. Sanitation wages will be split equally between City and Custer County after all revenue received is deducted

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

CUSTER COUNTY:

Jason Strouf, County Chairperson

DATE: _____

CITY OF MILES CITY:

John Hollowell, Mayor

DATE: _____