

Appendix D:
City of Livingston and
Park County Compact
2017

RESOLUTION NO. 4762

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH PARK COUNTY TO FACILITATE ESTABLISHING AND AMENDING INTERLOCAL AGREEMENTS.

WHEREAS, the City of Livingston and Park County, Montana are local governmental units of the State of Montana which from time to time have entered into Interlocal Agreements pursuant to 7-11-101 Montana Code Annotated (MCA); and

WHEREAS, to facilitate establishing and amending Interlocal Agreements, the parties believe that a single, all-inclusive compact setting forth the duties and responsibilities of each party in respect to specified services, infrastructure and/or facilities provided by each would be in the best interest of the residents; and

WHEREAS, the Compact Agreement attached hereto and incorporated herein as Exhibit A sets forth the terms and conditions for the City of Livingston and Park County to facilitate establishing and amending Interlocal Agreements;

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

That the City Manager is hereby authorized to enter into the Cooperative Agreement with the Park County, Montana attached hereto as Exhibit A.

7th PASSED AND ADOPTED by the City Commission of the City of Livingston, this day of November, 2017.


JAMES BENNETT - Chairman

ATTEST:


LISA HARRELD
Recording Secretary

APPROVED AS TO FORM:


JAY PORTEEN
City Attorney

City of Livingston and Park County Compact

Whereas, the City of Livingston, a municipal corporation and political subdivision of the State of Montana, hereinafter referred to as the City and the County of Park, a political subdivision of the State of Montana, hereinafter referred to as the County are local governmental units of the State of Montana which from time to time have entered into Interlocal Agreements pursuant to 7-11-101 Montana Code Annotated (MCA) *et seq.*; and

Whereas, to facilitate establishing and amending Interlocal Agreements, the parties believe that a single, all-inclusive compact setting forth the duties and responsibilities of each party in respect to specified services, infrastructure and/or facilities provided by each would be in the best interests of the residents; and

Whereas, the City and County believe that in addition to each entity's public records, a single document consisting of all such agreements would be in the best interests of each unit of local government and their respective residents and would facilitate creating and amending said agreements as well as provide the public with a single source to review such agreements.

NOW THEREFORE IT BE AGREED by the City and the County as follows:

Preamble

It is the purpose of this Compact to permit the City and County to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

1. That there is hereby established this Compact between the City and County which shall set forth all interlocal cooperation agreements between the City and County, and except for the separate chapters established hereby, establishes the general terms and conditions applicable to all such Chapters.

2. This Compact shall remain in effect indefinitely. If no current chapters to the Compact exist, it may be terminated by either party upon giving written notice to the other party at least 6 months prior to the requested termination date.
3. Any disputes arising out of this Compact will be resolved by the binding arbitration rules for chapters identified in paragraph 5.(17).
4. That the areas in which the City and County desire to create an interlocal agreement are identified as chapters, and may include any area of cooperation between the City and County.
5. General terms and conditions applicable to all chapters:
 - (1) **Duration.** All chapters shall be in effect for a maximum term of 5 years. A chapter will not automatically renew. There will be a specified expiration date in each chapter.
 - (2) **Effective Date.** Each chapter shall become effective once signed by both the City and County representatives. The Effective Date will be annotated at the top of the signature page for the chapter.
 - (3) **Organization.** If applicable, the precise organization, composition, and nature of any separate legal entity created by the contract will be specified in the applicable chapter.
 - (4) **Purpose.** The purpose or purposes will be specified in each chapter.
 - (5) **Financing.** The manner of financing the joint or cooperative undertaking and establishing and maintaining a budget for the undertaking will be specified in each applicable chapter.
 - (6) **Goals and Property Disposition.** The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and, if applicable, for disposing of property upon a partial or complete termination will be specified in each chapter.
 - (7) **Board membership.** Provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking, including representation of the contracting parties on the joint board will be specified in the applicable chapter.
 - (8) **Property.** if applicable, the manner of acquiring, holding, and disposing of real and personal property used in the joint or cooperative undertaking will be specified in the applicable chapter.

- (9) **Employment records.** The contracting party responsible for reports and payment of retirement system contributions pursuant to 19-2-506 M.C.A will be specified in the applicable chapter.
- (10) **Professional contracts.** If applicable, the manner of sharing the employment of a professional person licensed under Title 37 will be specified in the applicable chapter.
- (11) **Termination.** Any Chapter covered by this Compact may be terminated by either party upon giving the other party written notice at least 6 months prior to the requested termination date.
- (12) **Nondiscrimination.** In signing (and in any performance of) this Compact or chapter, County and the City will hire on the basis of merit and qualifications. In awarding (and in any performance of) this Compact or chapter, the City or the County will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin. In accepting (and in any performance of) this Compact or chapter, the City or the County, will hire on the basis of merit and qualifications. In signing (and in any performance of) this Compact or chapter, City and County will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.
- (13) **Interpretation.** This Compact or chapter shall be governed by and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit the scope of any provision of this Compact or chapter.
- (14) **Severability.** The Chapters set forth in this Compact are independent and severable and the invalidity, partial invalidity or unenforceability of any one of the provisions, or any portion thereof, shall not affect the validity or enforceability of any other provision.
- (15) **Hold Harmless.** The parties hereto agree to release, defend, indemnify and hold harmless the other party, its officers, employees, elected officials, agents and assigns from any and all actions, claims, liabilities, demands or assertions of liability, causes of action, losses, costs and expenses including, but not limited to, reasonable attorney's fees, involving or relating to any harm, injury or damage, suffered or sustained by any parties employees, elected officials, agents and representatives, or any third party which in any manner may arise or be alleged to have arisen, or resulted or alleged to have resulted from the performance of the terms and conditions of any chapter of this Compact.

- (16) **Insurance.** Each party will maintain liability insurance in compliance with 2-9-101 M.C.A., *et seq.*, naming each other as an additional insured.
- (17) **Entire Agreement.** This Agreement is the entire agreement between the parties. No alteration, amendment, modification, or addition shall be binding unless reduced to writing and signed by the parties.
- (18) **Binding Arbitration.** Any dispute arising out of a Compact chapter shall be settled by binding arbitration with an arbitrator to be selected from a list of five (5) qualified commercial arbitrators of the American Arbitration Association, with each party striking two names from said list. The rules of the American Arbitration Association apply. Each party shall pay fifty percent of the costs of arbitration.
- (19) **Filing of Agreement.** Pursuant to Section 7-11-107 MCA this agreement shall be filed with the County Clerk and Recorder and the Montana Secretary of State.
- (20) **Format.** A template for the "Chapter" is attached as Appendix A and all subsequently approved "Chapters" to this Compact shall follow this format.
- (21) **Changes.** Any changes to a chapter must be ratified by both the City and County prior to becoming effective.
- (22) **Review.** Each chapter will be reviewed a minimum of 6 months prior to its expiration date.
- (23) **Expiration.** Any chapter that expires will invoke a 3-month expiration period to allow for negotiations to maintain the chapter. At the end of the 3-month expiration period the chapter is null and void and neither party is bound by the terms of that chapter.
- (24) **Administration.** The administration of the compact will be jointly accomplished by the City Manager and the County Public Communications Administrator. The Compact will include the approving legislation from the City as Appendix B and the approving legislation from the County as Appendix C. A public copy of the Compact and all current chapters will be maintained by both the City and the County.
- (25) **Miscellaneous.** Any other necessary and proper matters will be specified in the applicable chapter.

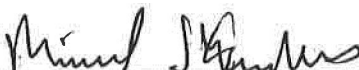
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DATED this 8 day of January, 2018

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CITY OF LIVINGSTON

COUNTY OF PARK


Michael Kardoes - City Manager


Steve Caldwell
Park County Commissioner


Clint Tinsley
Park County Commissioner


Bill Berg
Park County Commissioner

ATTEST:


Lisa Harreld - Recording Secretary





Emily Rest, Maritza Reddington
Park County Clerk and Recorder

APPROVED AS TO FORM:


Jay Porteen
Livingston City Attorney

APPROVED AS TO FORM:


Bruce Becker
Park County Attorney

403396 Fee: \$0.00

Park County, MT Filed 4/30/2018 At 9:29 AM

Maritza H Reddington, Clerk & Recorder By MR 

