

**INTERLOCAL AGREEMENT REGARDING LAW ENFORCEMENT
DISPATCH SERVICES AND OPERATION OF AN
EMERGENCY TELEPHONE SYSTEM**

THIS INTERLOCAL AGREEMENT ("Agreement"), authorized by Mont. Code Ann. § 7-11-104, is made and entered into on this 1st day of August, 2022, between the City of Conrad, Montana, a municipal corporation of the State of Montana, hereinafter referred as "City," and Pondera County, Conrad, Montana, a municipal and political corporation with its County seat being at Conrad, Montana, hereinafter referred to as "County," pursuant to the Interlocal Co-Operation Act of the State of Montana¹.

RECITAL

WHEREAS, Pondera County Sheriff's Office ("PCSO") has been, and now is, operating on a 24-hour basis communications facility ("PSAP" or "Public Safety Answering Point") that first receives emergency communications from persons requesting emergency services and that may, as appropriate, directly dispatch emergency services or transfer or relay the emergency communications to appropriate public safety agencies² within the City's service area ("Dispatch Services").

WHEREAS, PCSO's PSAP is operated in compliance with the State Emergency Telephone System Requirements of Chapter 4, Title 10 of the Montana Code Annotated 2021.

WHEREAS, the County, by and through the PCSO's PSAP, has previously contracted

¹ See Mont. Code Ann. §§7-11-101 through 108.

² See Mont. Code Ann. §10-4-101(18) (2021).

with the City to provide the Conrad Police Department³ ("CPD") with Dispatch Services.

WHEREAS, the parties previously entered into an interlocal agreement for the provision of Dispatch Services which expires June 30, 2022, and it is the mutual desire and intention of the parties hereto to enter into an agreement regarding the continued provision of Dispatch Services.

WHEREAS, the City and the County share a duty and commitment to their residents to provide effective and coordinated emergency services⁴, and it is the intention and desire of the parties hereto to enter into a new agreement for the PCSO to provide Dispatch Services for the Conrad Police Department.

NOW THEREFORE, it is mutually agreed as follows:

1. INCORPORATION.

Each of the above recitals are true and correct and by this reference made a part hereof and incorporated herein.

2. PURPOSE.

Pursuant to Mont. Code Ann. §7-11-105(1)(c), the purpose of this Agreement is to provide the terms and conditions of the PCSO providing Dispatch Services to the CPD.⁵

3. DURATION.

Pursuant to Mont. Code Ann. §7-11-105(1)(a), the duration of this Agreement shall be four (4) years, commencing from July 1, 2022 through June 30, 2026.

4. LEGAL ENTITY CREATED BY THIS AGREEMENT AND

³ Conrad Police Department is a "public safety agency" as defined at Mont. Code Ann. §10-4-101(17).

⁴ See Mont. Code Ann. §10-4-101(6).

⁵ For purposes of this Agreement "Dispatch Services" shall include the County providing telephone answering services for incoming CPD calls to the published number 406-271-5723, on a 24 hour, seven (7) days per week basis.

ADMINISTRATION COMMITTEE.

Pursuant to Mont. Code Ann. §7-11-105(1)(b), nothing in this Agreement shall create, nor shall this Agreement be construed as creating, any separate legal entity. The relation of the parties shall continue to be only that of contracting parties and nothing more.

5. MANNER OF FINANCING AND MAINTAINING THE BUDGET.

Pursuant to Mont. Code Ann. §7-11-105(1)(d), PCSO's provision of Dispatch Services to the CPD shall be financed on annual basis by the City paying to the County the following amounts:

Fiscal Year	Budget Year	Agreement Fee	Maintenance for Dispatchers
1	2022-2023	21,000.00	N/A
2	2023-2024	21,840.00	4%
3	2024-2025	22,713.60	4%
4	2025-2026	23,622.14	4%

For each fiscal year identified above the annual fee shall be paid in two equal installments.

The first installment shall be due on January 1st and the second installment shall be due June 1st. All other costs associated with this Agreement will be borne by the respective party. The City and the County shall each be responsible for the maintenance and replacement of each of their owned equipment located at the Pondera County Courthouse (i.e. antenna, consolette and cable) and nothing in this Agreement shall be construed as creating an obligation to the contrary.

6. METHOD OF TERMINATION AND DISPOSITION OF PROPERTY.

Termination: Pursuant to Mont. Code Ann. §7-11-105(1)(e), this Agreement may be terminated without cause by either party, effective June 30 of any year by providing written

notice of termination no later than April 30 of the year in which the termination is sought.

Disposition of Property. Pursuant to Mont. Code Ann. §7-11-105(1)(e) and (g), personal property and real property shall not be jointly acquired by or through this Agreement.

7. CERTIFICATION OF PSAP AND MANAGEMENT.

PSAP Certification: The County shall operate the PCSO's PSAP in compliance with Title 10, Chapter 4 of the Montana Code Annotated and Title 23, Chapter 8, Subchapter 2 of the Administrative Rules of Montana, and it shall maintain its PSAP Certification⁶ in good standing.

Administrative Responsibility: Pursuant to Mont. Code Ann. §7-11-105(1)(f) and (h), all administrative and supervisory matters involving the provision of the Dispatch Services, including responsibility for reports and payment of retirement system contributions pursuant to Mont. Code Ann. §19-2-506, shall be the sole responsibility of the County. The representative of the County for purposes of this Agreement shall be the PSCO Sheriff. The representative of the City for purposes of this Agreement shall be the CPD Chief of Police.

8. NOTICE

Any notices required or permitted hereunder or which any party elects to give shall be in writing and delivered either personally to the other party or the other party's authorized agent set forth below (or as changed by written notice), delivered electronically (PDF by email), or by depositing such notice in the United States Certified or Registered Mail.

⁶ See ARM §23.8.202.

return receipt requested, postage fully prepaid, to the person at the address set forth below,
or to such other address as either party may later designate in writing:

Pondera County
Attn: Pondera County Sherriff
20 4th Ave SW
Suite 109
Conrad, MT 59425
Email: Robert.skorupa@ponderacounty.org

City of Conrad
Attn: Chief of Police
413 South Main Street
Conrad, MT 59425
Email: chiefofpolice@cityofconrad.com

9. SEVERABILITY.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

10. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement of the parties. No representations, promises, terms, conditions, obligations or warranties whatsoever referring to the subject matters of this Agreement, other than those expressly set forth in this Agreement, shall be of any binding legal force or effect whatsoever unless in writing, signed by all parties.

11. NO ORAL MODIFICATIONS

No person is or will be authorized by any party hereto orally to modify, terminate or waive any provision of this Agreement or orally to make any additional or other agreement relating to this Agreement or its subject matter. Any discussion or conversations pertaining to any such modification, termination, waiver or additional or other agreement are to be considered preliminary and non-binding. If any such modification, termination, waiver or

additional or other agreement is in the future authorized by or to be binding on a party hereto, it will be set forth in writing signed on behalf of such party. The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by the party affected by the modification or waiver. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or modification of this Agreement.

12. CAPTIONS.

The paragraph captions in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

13. GENDER AND NUMBER.

In this Agreement, the masculine gender includes the feminine, the neuter gender includes the masculine and feminine, and the singular number includes the plural wherever the context so requires.

14. FURTHER ACTS.

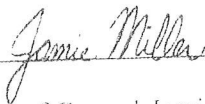
Each party hereto shall do all such things, take and perform all such actions and shall make, execute and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent and purposes of this Agreement.

15. COUNTERPART SIGNATURES.

This Agreement may be executed in multiple counterparts, and at different times, each signed copy of which shall be deemed an original that may be introduced in evidence or used for any other purpose without production of any of the other counterparts. A facsimile

or electronic copy containing a signature of one or more of the parties hereto shall be deemed an original. The transaction contemplated by this Agreement may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act. IN WITNESS WHEREOF, the parties have set their hands as of the date first set forth above,

CITY OF CONRAD



Mayor of Conrad-Jamie Miller



ATTEST:

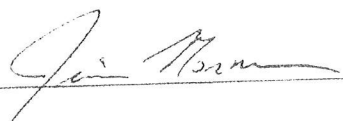


Conrad Finance Officer-Hilary Ritter


PONDERA COUNTY



Chairman



Commissioner



Commissioner



ATTEST:

Kody Herkell
County Clerk and Recorder

Robert Skorupa

Pondera County Sheriff-Robert Skorupa

Approved as to form and content:

Provine Fallett

Pondera County Attorney

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Conrad City Attorney