

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 effective and entered into on the 1st day of July, 2026, between the City of Conrad, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City" or “City of Conrad”, and Pondera County, Montana, a political subdivision of the State of Montana with its county seat being at Conrad, Montana, hereinafter referred to as "County" or “Pondera County”, pursuant to the Interlocal Cooperation Act of the State of Montana¹.

RECITALS

WHEREAS, Pondera County Sheriff’s Office (“PCSO”) has been, and now is, operating a communications facility (“PSAP” or “**Public Safety Answering Point**”) on a 24-hour basis 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 with Title 10, Chapter 3, Parts 1, 2, and 3 of the Montana Code Annotated (MCA), including Sections 10-4-101 through 10-4-126, 10-4-201 through 10-4-212, and 10-4-301 through 10-4-315;

WHEREAS, the County, by and through the PCSO’s PSAP, has previously contracted 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, 2026, and it is the mutual desire and intention of the parties hereto to enter into an agreement regarding the continued provision of Dispatch Services; and;

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 hereby incorporated herein.

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

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

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).

2. PURPOSE.

A. Dispatch Services

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 “Dispatch Services” means the receipt of emergency communications from persons requesting emergency services and the direct dispatch of emergency services or the transfer or relay of the emergency communications to appropriate public safety agencies on a 24-hour basis in accordance with Title 10, Chapter 3, Parts 1, 2, and 3 of Montana Code Annotated.

B. Dispatch Assessment of Incoming Calls

Upon PCSO’s PSAP’s receipt of an incoming call for service, it shall first assess whether the nature of the call constitutes exigent circumstances. If it is determined that exigent circumstances exist, PCSO’s PSAP shall dispatch the nearest law enforcement officer regardless of whether the law enforcement officer is employed by PCSO or any other law enforcement agency.

C. Radio Communications Best Practices

Users of the PCSO PSAP shall instruct their law enforcement officers on the following radio use best practices:

1. The PCSO PSAP is assigned the callsign KOK64 by the Federal Communications Commission (FCC) and will be addressed as such in radio communications. The PCSO PSAP uses the military and civilian phonetic alphabets.
2. Users will give a proper radio response to dispatch when receiving a call for service, will give notification to dispatch when arriving on scene of a call for service and when leaving a call for service. Law enforcement officers should always give a disposition for the call to dispatch to be entered into the call for service.
3. As a rule of thumb, Law enforcement officers should radio dispatch when leaving the patrol vehicle for any reason. They will also be expected to radio dispatch upon returning to the patrol vehicle. This will ensure dispatch is aware of all officers’ location and availability to respond to calls for service.
4. All calls for service must be run through the PCSO PSAP for tracking purposes. If law enforcement receives information directly from a citizen, they will relay that information to the PCSO PSAP to create a call for service in the system as soon as practicable.

D. Training

All persons that will be accessing CJIN queries through the PCSO’s PSAP must first be fingerprinted, registered with the PCSO (to include name, badge number, email address, and contact number), and pass assigned CJIN training prior to being allowed access to or possession of CJIN materials as required by section 44-5-405, MCA⁶.

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 twenty-four (24)- hour, seven (7) days per week basis.

⁶ See Mont. Code Ann. §44-5-405

E. Compliance

All users of the PCSO PSAP agree to follow rules and policies as set down by the State of Montana for accessing and possessing CJIN material. Violation of CJIN rules and policies **WILL** result in, at a minimum, suspension from accessing and possessing CJIN material, to, at a maximum, permanent termination from accessing and possessing CJIN material.

3. DURATION.

Pursuant to Mont. Code Ann. §7-11-105(1)(a), the duration of this Agreement shall be seven (7) years, commencing from July 1, 2026, through June 30, 2033.

On or before January 3, 2033, the parties agree that they shall commence good-faith negotiations to discuss the terms of a new agreement or the renewal of this agreement. Such negotiations shall continue for a period not to exceed 180 days.

4. LEGAL ENTITY CREATED BY THIS AGREEMENT AND 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. COMPENSATION FOR DISPATCH SERVICES.

Pursuant to Mont. Code Ann. §7-11-105(1)(d), the City of Conrad shall pay the following amounts to Pondera County:

Term of Year	Fiscal Year	Annual Fee	Annual Increase
1	2026-2027	\$52,500.00	-
2	2027-2028	\$54,862.50	4.5%
3	2028-2029	\$57,331.31	4.5%
4	2029-2030	\$59,911.22	4.5%
5	2030-2031	\$62,607.23	4.5%
6	2031-2032	\$65,424.55	4.5%
7	2032-2033	\$68,368.66	4.5%

These amounts compensate the County for dispatch services and the telephone fee imposed by Section 10-4-201, MCA.

For each fiscal year identified above the annual fee shall be paid in two equal installments. During each year of the term of the Agreement the first half of the annual installment shall be due

on January 1st and the second half of the annual installment shall be due on June 1st. All other costs associated with this Agreement will be borne by the respective party incurring the cost.

6. PROPERTY MAINTENANCE, METHOD OF TERMINATION, AND DISPOSITION OF PROPERTY.

A. Property Maintenance:

The City and the County shall each be responsible for maintaining and replacing their own equipment that they own or control at the Pondera County Courthouse, including antennas, consoles, and cables. Nothing in this Agreement creates any responsibility for the other party's equipment. As of the effective date of this Agreement, the County states that its preferred vendor for equipment maintenance and other Dispatch Services issues is:

Redtail Communications, Inc.
Attn: Brian Mehus
1812 Monad Rd
Billings, MT 59102
(406) 247-0275 / www.redtailcomm.com

The County encourages the City to direct the City's technical equipment and services issues to said vendor.

*** *B. 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.

C. 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. Upon termination of this Agreement, property belonging to a party shall be returned or released without any claim to the respective party, as befits the nature of said property.

7. CERTIFICATION OF PSAP AND MANAGEMENT.

A. 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 Certification⁷ in good standing.

⁷ See ARM §23.8.202.

B. 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. All administrative and supervisory authority over the Dispatch Service shall reside with the Pondera County Sheriff. 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 as 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, 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 Sheriff
20 4th Ave SW
Suite 109
Conrad, MT 59425
Email: robert.skorupa@ponderacountymt.gov

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 to orally 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.

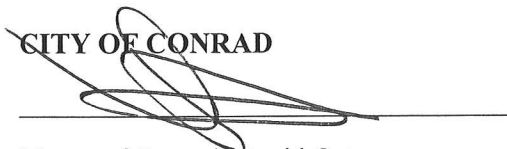
Each party hereto shall do all such things, take and perform all such actions and shall make, execute, and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent, and purposes of this Agreement.

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~~



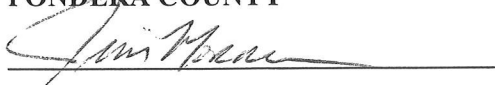
Mayor of Conrad, David Cates

ATTEST:

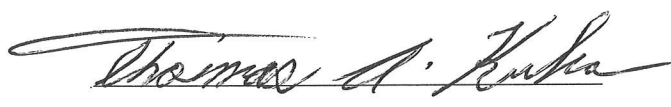


Conrad City Clerk

PONDERA COUNTY



Chairman



Commissioner



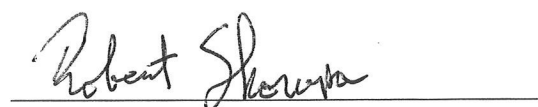
Commissioner



ATTEST:



Pondera County Clerk and Recorder

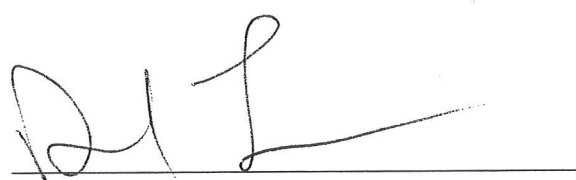


Pondera County Sheriff- Robert Skorupa

Approved as to form and content:



Pondera County Attorney-Shari Lennon



Conrad City Attorney-Daniel Jones