

INTERLOCAL AGREEMENT FOR
INTER-JURSDICTION
DISASTER AND EMERGENCY SERVICES

This Interlocal Agreement for Disaster and Emergency Services (“Agreement”) is made pursuant to §10-3-201 and §10-3-401, Montana Code Annotated (“MCA”), and is effective _____, 2020 (“Effective Date”), by and between Broadwater County, Montana (“COUNTY”) and the City of Townsend, Montana (“CITY”).

1985 INTERLOCAL DES AGREEMENT

In 1985, the County of Broadwater and the City of Townsend entered into an Interlocal Agreement to cooperate in the provision of disaster and emergency services as required under §10-3-201 and §10-3-401, MCA. This agreement was passed as a joint resolution by the Board of County Commissioners and the City Council and dated June 6, 1985. It was filed as Document Number 107884 on June 10, 1985 in the Office of the Broadwater County Clerk and Recorder.

BENEFITS OF INTERLOCAL AGREEMENT

The parties hereto acknowledge that certain benefits to coordinate the disaster and emergency services within their respective jurisdictional areas and acknowledge further the CITY and the COUNTY have consolidated disaster and emergency services by agreement since June of 1985.

STATEMENT OF AGREEMENT

The COUNTY agrees to provide disaster and emergency services to the CITY, and the CITY agrees to engage the COUNTY to provide such services in accordance with the terms of this Agreement.

LEGAL BASIS

This Agreement is authorized by the provisions of §7-11-104, MCA, “Interlocal Agreements,” and in accordance with Title 7, Chapter 11, MCA; and §10-3-201 and §10-3-401, MCA, and in accordance with Title 10, Chapter 3, MCA, “Disaster and Emergency Services.”

GENERAL DISASTER AND EMERGENCY SERVICES DEFINED

“General Disaster and Emergency Services” means the preparation for and the carrying out of disaster and emergency functions and responsibilities, other than those for which military forces or other state or federal agencies are primarily responsible, to mitigate, prepare for, respond to, and recover from injury and damage resulting from emergencies or disasters as provided in §10-3-103, MCA. General Disaster and Emergency Services shall include the preparation an inter-jurisdictional disaster and emergency plan and program covering the area of the COUNTY and CITY, as provided in §10-3-401, MCA. This plan shall be in accordance with and in support of the state of Montana Disaster and Emergency plan and program.

DELIVERY OF SERVICES

COUNTY shall provide General Disaster and Emergency Services within the corporate limits of the CITY and such adjacent area as within the usual services area of the CITY.

SEPARATE LEGAL ENTITY NOT CREATED

There shall be no separate legal entity created as a consequence of this Agreement.

EFFECTIVE DATE, TERM RENEWAL AND FISCAL PERIOD

This Agreement is effective for four (4) years from the Effective Date. After the expiration of this initial term, this Agreement shall be automatically renewed on July 1 for another four (4) years, and every four (4) years thereafter, unless written notice is served by either party to the other party as defined in Termination and Amendment Section of this Agreement.

During the term of this Agreement, a fiscal period means twelve (12) consecutive months from July through June 30.

LOCAL EMERGENCY PLANNING COMMITTEE

The COUNTY shall establish an interjurisdictional Local Emergency Planning Committee (“LEPC”) whose purpose is to comply with the requirements of the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986, Public Law 99-499, 42 U.S.C. 11001, et seq.

The COUNTY disaster and emergency services agency is responsible for the organization and function of the LEPC.

The LEPC shall function as an all-hazard and all-discipline group to provide a forum for the community to work together and achieve local solutions for disaster and emergency preparedness, response, recovery, and mitigation. As prescribed under Section 301 of EPCRA, as a minimum the LEPC shall include representatives from the following organizations/agencies as applicable: local elected officials, law enforcement, fire departments, emergency medical services, hospital, public health, disaster and emergency services, public works, local media, community groups, and owners and operators of covered hazardous materials facilities, such as railroads, pipelines, storage tanks, etc. Members shall serve without compensation.

Rules or bylaws for the LEPC shall be adopted or amended by the LEPC membership at any regular meeting with proper notice given according to the public meeting policies established by the COUNTY board of county commissioners. LEPC shall elected its own officers, keep minutes of its meetings, and review and make recommendations to improve the interjurisdictional disaster and emergency plan.

The LEPC shall meet at least quarterly through the year.

TERMINATION AND AMENDMENT

Any party may terminate this Agreement upon lawful resolution of the governing body and by giving the other parties six (6) months written notice sent by certified mail or personally delivered. Any party may indicate a desire to amend this Agreement upon lawful resolution, indicating a desire to enter into discussions for amendment, and by giving the other party notice in writing of the same not later than three (3) months prior to the expiration of this Agreement.

Upon receipt of written notice to terminate or desire to amend this agreement, the CITY Council and COUNTY Commission shall, within 30 days, conduct one or more publicly noticed joint work sessions to negotiate resolution of the issues. If the parties cannot agree on the proposed amendments, they may agree to renew this Agreement or provide the required six (6) month notice of termination to the other party. If the parties agree to terminate this Agreement, the CITY shall have a period of up to two (2) years to hire staff and transition to a CITY law enforcement agency. The terms of this Agreement shall remain in effect until the transition is completed.

Upon completion of the transition period and the effective date of termination, the CITY shall no longer be obligated to make those monthly payments to the COUNTY not yet due as set forth above, except the CITY shall remain obligated for any delinquent payments.

The COUNTY Clerk and Recorder and the CITY Clerk shall be the agents of the respective parties of such notice.

SEVERABILITY

Should any one part or section of this Agreement be determined by a Court of law to be invalid, only such section shall be affected and the remainder of this Agreement shall remain valid and enforceable.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties hereto and any amendment or modification to this Agreement shall not be effective unless approved in writing by all of the parties to this Agreement.

SUPERSESSION

This Agreement supersedes and replaces Resolution 85-3 entitled “An Interlocal Between the City of Townsend and the County of Broadwater to Cooperate the Provision of Disaster Services” dated June 6, 1985.

EXECUTION AND DELIVERY OF COPIES

Upon execution by the appropriate and authorized officials in accordance with due and proper resolutions enacted by the governing bodies of the COUNTY and the CITY, copies of this Agreement shall be filed in the offices of:

- The COUNTY Clerk and Recorder;
- The CITY Clerk;
- Montana Disaster and Emergency Services Division.

The Parties execute this Agreement as of the Effective Date.

CITY:
City of Townsend, Montana

By: _____
Michael Evans
Its: Mayor

Attest: _____
Coleen Ward
Its: Clerk and Treasurer

COUNTY:
Broadwater County, Montana

By: _____
Laura Obert
Its: Chair, Board of Commissioners

Attest: _____
Ann Rauser
Its: Deputy Clerk and Recorder