

RESOLUTION NO. 4262

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN CITY OF LIVINGSTON AND PARK COUNTY COMPACT.

WHEREAS, the City of Livingston and Park County have entered into Interlocal Agreements for the mutual advantage of local government to provide services and facilities taking into considering the geography, economy, population and other factors influencing the needs and development of local communities; and

WHEREAS, said Interlocal Agreements have been entered into on an "as needed" basis with each entity recording and maintain a separate registry of such agreements; and

WHEREAS, to facilitate establishing and amending interlocal garments, the City and County believe that a single, all inclusive compact setting forth the duties and responsibilities of each party in respect to specified services and facilities would be in the best interests of both local governments and their constituents; and

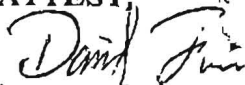
WHEREAS, the City of Livingston and Park County Compact attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein creates a single document consisting of all such interlocal agreements which will facilitate creating and amending said agreements as well as providing the public with a single source to review such 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 City of Livingston and Park County Compact attached hereto as Exhibit A.

7th **PASSED AND ADOPTED** by the City Commission of the City of Livingston, this day of February, 2012.


ATTEST:



DAVID FINE
Recording Secretary



STEVE CALDWELL - Chairman
APPROVED AS TO FORM:



BRUCE E. BECKER
City Attorney

RESOLUTION NO. 4290

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING AMENDMENT TO CHAPTER 4 – LIBRARY OF THE CITY OF LIVINGSTON AND PARK COUNTY COMPACT AND OTHER MINOR CHANGES.

WHEREAS, the Park County (County) and the City of Livingston (City) have established the City of Livingston and Park County Compact by Resolution No. 4262; and

WHEREAS, an amendment to Chapter 4 – Library of the Compact has been proposed which will require that the Library Board, in addition to submitting an annual operating budget, to submit a separate budget request for new construction or for capital improvement expenditures which will be considered by the City/County on an annual basis and if such capital improvement expenditures are funded, such funding will not become part of the base amount of Property Tax Mills required from the City and County as provided therein; and

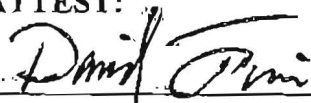
WHEREAS, the proposed amendment to Chapter 4 - Library is attached hereto as Exhibit A and incorporated by this reference into this Resolution as though fully set forth herein.

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

That the proposed amendment to Chapter 4 – Library of the City of Livingston and Park County Compact as set forth in attached Exhibit A is approved and the City Manager is hereby authorized to enter into the amended City of Livingston and Park County Compact.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this 17th day of April, 2012.

ATTEST:



DAVID FINE
Recording Secretary



STEVE CALDWELL – Chairman

APPROVED AS TO FORM:



BRUCE E. BECKER
City Attorney

Resolution No. 4290

Approving amendment to Chapter 4 – Library of the City of Livingston and Park County Compact.

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City of Livingston and Park County Compact

Compact made this 17th day of April, 2012, by and between 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.

Whereas, the City and 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, said Interlocal Agreements have been entered into on an "as needed" basis, between the City and County with each entity recording and maintaining a separate registry for said agreements; 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 which will facilitate creating and amending said agreements as well as providing the public with a single source to review such agreements.

NOW THEREFORE IT BE AGREED by the City of Livingston and the County of Park 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. That the areas in which the City and County routinely cooperate are hereinafter identified as Chapters, and may include, but not limited to:
 - a. Roads, bridges (culverts)
 - b. Sanitation/Health
 - c. Ambulance
 - d. Law enforcement
 - e. Fire
 - f. Dispatch services
 - g. Solid waste
 - h. Emergency/disaster (10-3-401)
 - i. Library
 - j. GIS
 - k. IT
 - l. Planning/Zoning
 - m. City-County building
 - n. Quarterly transfers of all sums of money due and owing from one entity to the other
3. General terms and conditions applicable to all chapters:
 - (1) **Duration.** All interlocal agreements shall be for a maximum term of 5 years with actual term to coincide with expiration of the Compact. A chapter will not automatically renew unless such renewal is specifically set forth in the chapter.
 - (2) **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.
 - (3) **Purpose.** The purpose or purposes of the interlocal contract will be specified in the applicable chapter.
 - (4) **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.

(5) **Goals and Termination**. 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.

(6) **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.

(7) **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.

(8) **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.

(9) **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.

(10) **Termination**. Any Chapter covered by this Compact may be terminated upon giving the other party written notice at least 6 months prior to any automatic renewal period.

(11) **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.

(12) **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.

(13) **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.

(14) **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 attorneys 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.

(15) **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.

(16) **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.

(17) **Binding Arbitration.** Any dispute arising out of this Compact 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.

(18) **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.

(19) **Miscellaneous.** Any other necessary and proper matters will be specified in the applicable chapter.

(a) A template for the "Chapter" is attached as Exhibit A and all subsequently approved "Chapters" to this Compact shall follow this format.

DATED this 17th day of April, 2012.

CITY OF LIVINGSTON

COUNTY OF PARK


Ed Meece - City Manager


Park County Commissioner



Park County Commissioner


Park County Commissioner


ATTEST:


DAVID FINE - Recording Secretary

ATTEST:


DENISE NELSON
Park County Clerk and Recorder

APPROVED AS TO FORM:


Bruce Becker
Livingston City Attorney

APPROVED AS TO FORM:


Shannan M. Piccolo
Deputy Park County Attorney

Chapter Outline

1. Emergency Services Communication Center & 911 Communications
(Approved 2/2012; revised and approved 4/12)
2. Information Technology Services (Approved 2/2012; revised and approved 4/12)
3. Geographic Information System Services (Approved 2/2012 revised and approved 4/12;)
4. Library (Approved 2/2012; revised and approved 4/12)
5. City/County Health Board (Approved 2/2012; revised and approved 4/12)

Appendix Outline

1. Acronyms
2. City & County Commission Legislation approving City-County Compact 2012
3. Bylaws City/County Board of Health

City of Livingston and Park County Compact
February 2012

Chapter 4 - Library

History/Origin: November 5th, 2001

Duration: The terms of this agreement shall coincide with the terms of the City - County Compact, approved February 2012.

Statutory Authority: Joint Operation of a City County Library, 22-1-316 MCA; Mill Levy, 15-10-420 MCA; Special Tax 22-1-304 MCA

Purpose: Contract for the joint operation of the Livingston-Park County Public Library.

Governance: The joint City-County Public Library shall continue to be known as the Livingston-Park County Public Library. The principal building and facilities for the public library shall continue to be located within the City of Livingston at 228 West Callender Street. The operation of the public library shall be governed by a Board of Trustees of five (5) members who shall be appointed and hold office in the manner and for the terms described herein.

Board Membership: The City Commission shall appoint two (2) residents of the City who shall serve for a term of five (5) years. The County Commissioners shall appoint two (2) residents of the County who shall serve for five (5) years. The four (4) trustees so appointed will appoint the fifth member who shall serve for a term of five (5) years. No trustee shall serve more than two full terms in succession. All terms of office will begin on July 1 and end on June 30 of the appropriate year. The staggered terms of the trustees as initially established shall continue.

VACANCIES AND SALARY OF BOARD. Vacancies on the Board of Trustees for unexpired terms shall be filled as soon as possible in the manner in which members of the Board are regularly chosen. A trustee shall not receive a salary or other compensation for services as a trustee, but necessary expenses of the trustees actually incurred shall be paid from the library fund. A trustee may be removed for cause by vote of the City Commission or County Commission, depending upon which of those bodies appointed the trustee for a particular term, and the fifth trustee appointed by the Board may be removed for cause by a majority vote of both the City Commission and the County Commission.

POWERS OF THE BOARD OF TRUSTEES. The Board of Trustees shall have the powers and duties set forth in Title 22, Chapter 1, part 3 of the Montana Code Annotated, which by this reference is incorporated herein. The Board shall select one of its members as chairman, and such other officers as they deem necessary, for a one-year term.

The Library Director shall attend all Board meetings and shall be Secretary to the Board of Trustees.

All employees of the library shall be hired and discharged by the Board of Trustees and shall be employees of the City-County Library Board. The City Attorney shall be the legal advisor for the Board.

Finances: The Board of Trustees shall prepare the annual operating budget, indicating what support and maintenance of the public library will be required from public funds, for submission to the governing bodies of the City and County. The library will be funded from tax revenues -- by the City continuing to levy 7 mills and the County a 5 mill levy.

Annually, a separate budget request shall be submitted for new construction or for capital improvement expenditures . Based on the requested construction/capital improvement budget, the City/County may choose to add budget authority, above the City and County Property Tax Mills indicated herein. Such additional funds shall be considered a one-year appropriation, and not become part of the base amount of Property Tax Mills required from the City and County (7 and 5 respectively).

The Board of Trustees shall review and approve all bills submitted for the operation of the Library and the bills may then be paid from the City-County Library Special Revenue Fund,

Old library books may be sold on behalf of the Board by the Friends of the Library at their annual Friends of the Library Book Sale with the understanding that the proceeds from said book sales belong to the public library.

Property: All real or personal property acquired during this agreement for library purposes shall be held and owned by the City and County as tenants in common with the City holding 50% interest and the County holding 50% interest. Should the parties mutually agree to terminate this agreement, all property, both real and personal, acquired during joint operation of the City-County Library shall be sold and the proceeds applied to the indebtedness incurred by the City and County in building, operating, and maintaining the Library. In the event there are any excess proceeds they shall be divided between the City and County in accordance with their respective ownership interests.

At the time of this agreement, the City of Livingston owns the West ½ of Lots 23 – 27; City and County own Lot 28 of Block 60 OT

All property acquired after the establishment of the City-County Library shall be stamped or otherwise marked 'City-County Library'.

Should either party to this agreement give the other notice of its intention to terminate this agreement, the other party shall have the option of operating the Library and shall receive full title to all property, real or personal, used for Library purposes under control of the Board of Trustees of the Library. All real and personal property owned by the City prior to the joint operation of the Library shall remain City property.

Old Library books may be sold on behalf of the Board by the Friends of the Library at their annual Friends of the Library Book Sale, with the understanding that the proceeds from said book sales belong to the Library.

Contract Administration: The City/County Library Board, and its staff.

Reporting: The City of Livingston will provide quarterly financial reports to Park County government for those joint-effort agencies/departments/etc. for which the City provides accounting and financial management services; this includes the City/County Library.

**City of Livingston and Park County Compact
February 2012**

**City of Livingston – Park County, Montana
City / County Compact 2012**

APPENDIX I. ACRONYMS

(This list of acronyms is not intended to replace any statutory, or regulatory, meaning. It is simply for the purpose of assisting the reader's comprehension of important topics in the City/County Compact.)

1. CAD: Computer Assisted Dispatching
2. CJIN: Criminal Justice Information Network
3. GIS: Geographic Information System
4. IT: Information Technology
5. MANS: Montana Arrest Numbering System
6. MCA: Montana Code Annotated
7. MUCR: Montana Uniform Criminal Reporting
8. NCIC : National Crime Information Center
9. NIBRS: National Incident Based Reporting System

10.
City of Livingston and Park County Compact
February 2012

**City of Livingston – Park County, Montana
City / County Compact 2012**

**APPENDIX II. City & County Legislation Approving City-County
Compact 2012**

- I. City of Livingston, Resolution #4262 (2-7-12) & Resolution#4290 (4/17/12)

- II. Park County Commission, Resolution # _____

Appendix A

City Spaces

- City Offices
- Police Department
- Fire
- City Judge's Office
- City Court Room
- West Room

County Spaces

- Sherriff Offices
- Consulting Room By Sherriff
- District Court Room
- County Coffee Room
- County Commission & Sec Office
- Clerk & Recorder
- Assessor
- County Accounting Office
- Treasurer
- Storage Closet
- Court Reporter
- Clerk of Court
- Law Library
- District Court Clerk
- HR
- Marty's Office
- County Attorney
- Probation
- Sup of Schools
- Durgan
- Coroner
- Tinsley
- Extension
- Youth Probation
- Server Room
- Sherriff's Clerk
- Youth Court
- Sherriff's Vault
- GIS/Planning/Health
- Justice Court Room
- JP Clerk
- JP Office
- Maintenance Office
- Auditor
- Tim Barnes
- Jail
- DES
- East Room

Shared Spaces

- Lobby
- Dispatch
- Sherriff Restroom
- Elevator
- Upstairs Bathrooms
- Stairwells
- Hallways
- Janitorial Closet
- Downstairs Bathrooms
- Community Room
- Custodian Closets (2)
- Mechanical Closet
- Phone Room
- Stress Elimination Room
- External Building