



## Livingston City Commission & Park County Commission City/County Joint Compact Meeting Agenda

**Wednesday, May 04, 2022**

1:00 to 4:00 PM

Livingston City Hall 220 E. Park Street and Via Zoom:

<https://us02web.zoom.us/j/85203494981?pwd=UEVkTmhXbEl6VjY2U2NZb3VPTis3dz09>

Meeting ID: 852 0349 4981 **Passcode: 385741** Call In: (669) 900-6833

1. Call to Order
2. Roll Call
3. Public Comment

*Individuals are reminded that public comments should be limited to item over which the City Commission has supervision, control jurisdiction, or advisory power (MCA 2-3-202)*

4. Consent Items
5. Proclamations
6. Scheduled Public Comment
7. Public Hearings

*Individuals are reminded that testimony at a public hearing should be relevant, material, and not repetitious. (MCA 7-1-4131 and Livingston City Code Section 2-21)*

8. Ordinances
9. Resolutions
10. Action Items:

**DISCUSS/APPROVE/DENY: DRAFT 2022 CITY/COUNTY COMPACT**

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11. City Manager Comment
12. City Commission Comments
13. County Commission Comments
14. Adjournment

#### Notice

- **Public Comment:** The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).
- **Meeting Recording:** An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- **Special Accommodation:** If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

## City of Livingston and Park County Compact

Compact made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 Title 7 *Local Government*, Chapter 11 *General Provision Related to Services*, Part 1. *Interlocal Agreements* Montana Code Annotated (MCA) *et seq.*; and

Whereas, to facilitate establishing and amending interlocal agreements, the parties believe that a single compact setting forth the process by which interlocal agreements will be entered and executed will enhance the efficiency and effectiveness of interlocal agreements for all residents; and

Whereas to keep clear records of all interlocal agreements each agreement shall be created as a separate Chapter within this compact and governed by the rules set forth here within; 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 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. There is hereby established this Compact between the City and County which shall set forth the general terms and conditions to create interlocal agreements between the City and the County. All such agreements shall be incorporated into this compact as separate chapters.
2. This Compact shall remain in effect perpetually. If no chapters to the Compact exist, it shall remain in effect to guide the creation of new chapters. Either party may, while no chapters are in effect, terminate this Compact by 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).

## City of Livingston and Park County Compact - July 2022

4. The areas in which the City and County may establish an interlocal agreement are constrained only by mutual advantage and State Law.
5. General terms and conditions applicable to all chapters:
  - (1) **Duration.** Each Chapter will be assigned a specific expiration date. A chapter will not automatically renew unless such renewal is specifically set forth in the 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) **Purpose.** The purpose or purposes of the interlocal contract will be specified in each chapter.
  - (4) **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.
  - (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) **Termination 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) **Administration.** 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) **Retirement Contributions.** 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) **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

## City of Livingston and Park County Compact - July 2022

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) **Format**. A template for the "Chapter" is attached as Appendix A and all subsequently approved "Chapters" to this Compact shall follow this format.
- (20) **Changes**. Any changes to a chapter must be ratified by both the City and County prior to becoming effective.
- (21) **Review**. Each chapter will be reviewed and both the City and the County will notify the other party of their intent to renew or abandon the agreement a minimum of 6 months prior to its expiration date.
- (22) **Expiration**. Any chapter that expires without an agreement to continue or abandon 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.
- (23) **Administration**. The administration of the compact will be jointly accomplished by the City Manager and the County Commission. 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.
- (24) **Miscellaneous**. Any other necessary and proper matters will be specified in the applicable chapter.

# City of Livingston and Park County Compact - July 2022

\* \* \* \* \*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF LIVINGSTON**

**COUNTY OF PARK**

\_\_\_\_\_  
Michael Kardoes – City Manager

\_\_\_\_\_  
Park County Commissioner

\_\_\_\_\_  
Park County Commissioner

\_\_\_\_\_  
Park County Commissioner

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Faith Kinnick – Recording Secretary

\_\_\_\_\_  
Maritza Reddington  
Park County Clerk and Recorder

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Lawellin  
Livingston City Attorney

\_\_\_\_\_  
Deputy Park County Attorney

**Notice of Joint Hybrid Meeting of the  
Livingston City Commissioners and Park County Commissioners**

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**PUBLIC** Notice is hereby given, that representatives from the Livingston City Commission and the Park County Commission will convene for a public meeting on Wednesday, May 4, 2022, from 1-4 p.m. in the Conference Room of Livingston City Hall, at 220 E. Park Street and by Zoom. In-person seating is limited. The purpose of this meeting is to discuss changes to and update the City/County Joint Compact. Public comments will be limited to 4 minutes.

To join this meeting by Zoom:

<https://us02web.zoom.us/j/85203494981?pwd=UEVkJmVjY2U2NZb3VPTis3dz09>

Meeting ID: 852 0349 4981

Passcode: 385741

Call-in: (669) 900-6833 (San Jose)

For questions about this meeting, contact Faith Kinnick at (406) 823-6002.

Please publish, Monday, May 2, 2022.

Faith Kinnick  
City of Livingston  
April 25, 2022