



**INTERLOCAL AGREEMENT BETWEEN GALLATIN COUNTY AND
MADISON COUNTY FOR INTERJURISDICTIONAL DISASTER AND EMERGENCY
SERVICES WITHIN THE DEFINED SERVICE AREA**

This Interlocal Agreement (“Agreement”) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated (“MCA”) between Gallatin County, a political subdivision of the State of Montana, with principal offices at 311 West Main Street, Bozeman, Montana 59715, and Madison County, a political subdivision of the State of Montana, with principal offices at 103 Wallace St., Virginia City, Montana 59755 (collectively Gallatin County and Madison County are “Parties”).

WHEREAS, § 7-11-102, MCA provides that the purpose of interlocal agreements is to permit local governmental units to make the efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage in order to provide services that will best meet the needs of their local communities; and

WHEREAS, Gallatin County and Madison County are both “public agencies” as the term is defined in § 7-11-103, MCA; and

WHEREAS, pursuant to § 7-11-104, MCA, Gallatin County and Madison County, as two public agencies, may contract to perform any administrative service, activity, or undertaking that they are authorized by law to perform; and

WHEREAS, Gallatin County and Madison County, have the authority to enter into this Agreement pursuant to §§ 7-11-101 through 7-11-108, MCA; and

WHEREAS, § 10-3-101, MCA provides that it is the policy of the State of Montana to the fullest extent practicable to authorize the creation of local and interjurisdictional organizations for disaster and emergency services in the political subdivisions of this state and to authorize for cooperation and coordination of disaster prevention, preparedness, response, and recovery; and

WHEREAS, § 10-3-103(5), MCA provides that “Disaster and Emergency Services” means the preparation for and the carrying out of disaster and emergency functions and responsibilities... to mitigate, prepare for, respond to, and recover from injury and damage resulting from emergencies or disasters; and

WHEREAS, § 10-3-103, MCA further defines the terms “disaster” and “emergency”; and

WHEREAS, § 10-3-201(1), MCA provides that each political subdivision within the state shall designate a local or interjurisdictional agency responsible for emergency and disaster prevention and preparedness and coordination of response and recovery; and

WHEREAS, § 10-3-201(3), MCA provides that each political subdivision shall apply to the provisions of Chapter 10, Parts 1 through 4 and the state disaster and emergency plan and program regarding the structure and responsibilities of the local or interjurisdictional disaster and emergency service agencies; and

WHEREAS, pursuant to Resolution No. 1998-29, *A Joint Resolution of the Gallatin and Madison County Commissions Creating the Big Sky Resort Area District Pursuant to Section 7-6-1539, MCA*, on or about April 14, 1998, the Gallatin County Board of County Commissioners and the Madison County Board of County Commissioners created the Big Sky Resort Area District; and

WHEREAS, the purpose of this Agreement is to establish a framework by which Gallatin County will provide disaster and emergency services and other defined services within the Big Sky Resort Area District otherwise within Madison County, specifically consisting of the following Defined Service Area:

Madison County area where the boundary is described as follows: Commencing at the intersection of the Gallatin-Madison County line and the Township line between Township 7 South and Township 8 South, thence due west along said Township line to the east boundary of Range 1 East, thence north along said Range boundary line to the south boundary line of Township 5 South, thence east along said Township line to the Gallatin-Madison county line, thence due south to the Point of Beginning (hereinafter the "Defined Service Area").

WHEREAS, the Parties purpose is to cooperate on the basis of mutual advantage to provide efficient and effective disaster and emergency services, as specified in this Agreement, to areas otherwise serviced by the Madison County; and

WHEREAS, it is financially and operationally efficient and advantageous to the Parties and the public to designate Madison County's disaster and emergency services to Gallatin County within the Defined Service Area; and

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein, the Parties agree as follows:

1. **PURPOSE OF INTERLOCAL AGREEMENT.** The purpose of this Agreement is to provide the terms and conditions upon which Madison County will confer authority and responsibility for disaster and emergency services within the Defined Service Area to Gallatin County.
2. **DEFINED SERVICE AREA.** Under this Agreement, the Defined Service Area within Madison County is described as follows:

Madison County area where the boundary is described as follows: Commencing at the intersection of the Gallatin-Madison County line and the Township line between Township 7 South and Township 8 South, thence due west along said Township line to the east boundary of Range 1 East, thence north along said Range boundary line to the south boundary line of Township 5 South, thence east along said Township line to the Gallatin-Madison county line, thence due south to the Point of Beginning

3. **DISASTER AND EMERGENCY SERVICES DEFINED.** The definitions set forth in § 10-3-103, MCA shall apply to this Agreement. Disaster and Emergency Services shall include the preparation of an interjurisdictional disaster and emergency plan and program covering the Defined Service Area, 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.

4. **DISASTER AND EMERGENCY SERVICES PROVIDED WITHIN THE DEFINED SERVICE AREA.** Gallatin County shall provide Disaster and Emergency Services within the Defined Service Area. The administration of such services shall be provided by and through Gallatin County Emergency Management. Gallatin County shall also specifically provide the following within the Defined Service Area:
 - a. Public Warning and Communication Notification System and Integrated Public Alert & Warning System (IPAWS);
 - b. Wildland Fire Suppression for any unprotected areas as otherwise required in § 7-33-22, MCA;
 - c. Administration of the Montana Department of Natural Resources and Conservation (DNRC) Cooperative Fire Protection Program as defined in the Cooperative Fire Protection Agreement; and
 - d. Open Burning/Burn Permit and Fire Restriction Coordination.

5. **MADISON COUNTY DELEGATION OF AUTHORITY.** Madison County specifically delegates to Gallatin County the authority to perform the following identified services to support the administration of Disaster and Emergency Services within the Defined Service Area:
 - a. Madison County designates Gallatin County Emergency Management as an IPAWS alerting authority for Madison County.
 - b. Madison County designates Gallatin County Chief of Emergency Management and Fire as Fire warden for the Defined Service Area.
 - c. Madison County designates Gallatin County Emergency Management as Emergency Preparedness Community Right to Know Act agency for the Defined Service Area.
 - d. Madison County designates Gallatin County All Hazard All Discipline Group as the Local Emergency Planning Committee for the Defined Service Area.
 - e. Madison County designates Gallatin County Emergency management as the Local Emergency Response Authority for the Defined Service Area.

6. **SEPARATE LEGAL ENTITY/ADMINISTRATION.** There shall be no separate legal entity created as a consequence of this Agreement. No partnership or joint venture exists or shall be deemed to exist between the Parties.

For Gallatin County, administration of this Agreement shall be the responsibility of the Chief of Emergency Management and Fire, for Gallatin County Emergency Management, or her or his designee.

For Madison County, administration of this Agreement shall be the responsibility of the Director of Emergency Management and Fire Warden, Madison County Emergency Management, or his or her designee.

7. **ACQUISITION AND DISPOSAL OF PROPERTY.** There shall be no acquisition, holding, or disposal of real or personal property arising solely from the execution of this Agreement. No real or personal property will be owned jointly during the term of this Agreement and therefore no agreement needs to be made related to the disposition of such property. Any property used by Gallatin County to provide services under this Agreement shall be and remain the property Gallatin County.
8. **PAYMENT AND MANNER OF FINANCING.** For the services as outlined in Section 4 of this Agreement, Madison County shall pay to Gallatin County annually the amount equal to 1 Mill of the Gallatin County portion of the Big Sky Fire District. Gallatin County shall notify and bill Madison County each fiscal year for the amount owed. Madison County shall submit one annual payment to Gallatin County for the amount owed within 30 days of billing.
9. **EFFECTIVE DATE.** This Agreement shall be effective on the date the last party executes this Agreement.
10. **DURATION OR TERMINATION.** The duration of this Agreement is three (3) years from the date set forth above subject to termination without cause by either party at any time during the Agreement if preceded by a ninety (90) day written notice to the other party. This Agreement will automatically renew for three (3) year terms unless either party gives ninety (90) days written notice of their intention to terminate the Agreement.
11. **LIABILITY AND INSURANCE.** Each Party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.
12. **NON-WAIVER.** Waiver by either Party of strict performance or any provision of this Agreement shall not be a waiver of or prejudice to the other Party's rights to require strict performance of the same provision in the future or of any other provisions.
13. **TIME IS OF THE ESSENCE.** It is mutually that time is of the essence in the performance of all obligations and conditions set forth in this Agreement.

14. **HEADINGS.** The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision in this Agreement.

15. **NOTICES.** All notices required under this Agreement shall be deemed properly served if delivered in writing, personally or sent by certified or registered mail to the last address previously furnished by the Parties hereto. The date of mailing shall be deemed the date of such service. Until hereafter changed by the Parties by notice in writing, notices shall be sent to:

For Gallatin County:
Chief of Emergency Management & Fire
Gallatin County Emergency Management
219 East Tamarack
Bozeman, MT 59715

For Madison County:
Director of Emergency Management and Fire Warden
Madison County Emergency Management
P.O. Box 287
Virginia City, 59755

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter. No alterations, modifications, or additions to this Agreement shall be binding unless reduced to writing and signed by the parties to be charged herewith. No obligation, term, or addition to this Agreement shall be deemed waived by either Party unless the waiver is reduced to writing and signed by the Parties.

17. **APPLICABLE LAW, VENUE, AND ATTORNEY'S FEES.** This Agreement shall be governed by the laws of the State of Montana and any action to enforce any right or obligation shall be brought in the Eighteenth Judicial District, Gallatin County. The prevailing party, in any action to enforce this Agreement, shall be entitled to attorney's fees including those of the County Attorney's Office.

18. **MEDIATION.** Should a dispute arise as to the meaning of any provisions of this Agreement or the Parties' respective rights and obligations under this Agreement that cannot be resolved by the Parties' or their designees administering this Agreement, the dispute shall be submitted to mediation. A request to mediate shall be submitted in writing by the party desiring mediation and shall specify the dispute for mediation. Within ten (10) working days after receipt of a request for mediation, the party receiving the request shall submit a written response stating its position on the dispute.

If no agreement or resolution is reached within ten (10) working days after receipt of the respond by the requesting Party, the requesting Party shall provide a list of three (3) names of mediators to the other Party, who shall strike one name from the list. The party requesting mediation shall then strike a name.

Any decision or recommendation of the mediator is not binding on the Parties. Each Party shall be equally responsible for the costs of the mediation.

If the Parties are unable to resolve the dispute through mediation, then such dispute may be resolved in a court of competent jurisdiction in compliance with the Applicable Law provision of this Agreement.

- 19. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable federal, state, and local law in performing under this Agreement.
- 20. **ASSIGNMENT.** Neither Party may assign, transfer, or convey any right or obligation set forth in this Agreement without the prior written consent of the other Party.
- 21. **AMENDMENTS.** The terms and conditions of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties. No oral modification shall be enforceable.
- 22. **SEVERABILITY.** The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.
- 23. **AUTHORITY.** Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on the Party's behalf for whom they executed the Agreement.
- 24. **DELIVERY OF COPIES AND RECORDATION.** Gallatin County and Madison County will be responsible for filing an executed copy of this Agreement with the appropriate county clerk and recorder offices. Upon execution and recordation, Gallatin County will file a copy of this interlocal agreement with the Montana Secretary of State as required by Section 7-11-107, MCA. Gallatin County shall provide a copy of this Agreement to the Montana Disaster and Emergency Services Division.

GALLATIN COUNTY, MONTANA

By: *[Signature]*
Chair, Board of County Commissioners

MADISON COUNTY, MONTANA

By: *[Signature]*
Chair, Board of County Commissioners

ATTEST:

[Signature]
Gallatin County Clerk and Recorder

ATTEST:

[Signature]
Madison County Clerk and Recorder

