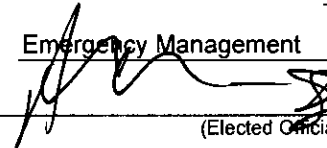


CONTRACT ROUTING FORM

CONTRACT NO: 2015-094

- If this contract requires a public meeting, the contract with the routing form attached must be given to the Commission Office for placement on the public meeting agenda. The Clerk & Recorder's office will record the contract after the public meeting and send an email to notify the responsible party that the contract has been recorded.
- If the contractor requires an original document, two contracts must be routed.

1. Completion by Department

DATE: <u>8 / 27 / 14</u>	FUND# <u>2300-254</u>
RESPONSIBLE DEPARTMENT: <u>Emergency Management</u>	
AUTHORIZED SIGNATURE: 	(Elected Official, Department Head, or Board Chair)
CONTRACTOR OR VENDOR NAME: <u>City of Bozeman</u>	
TOTAL CONTRACT AMOUNT: \$ <u>86,042.00</u>	
START DATE: <u> / / </u>	EXPIRATION DATE: <u>6 / 30 / 19</u>
IF THIS IS A MODIFICATION OF AN EXISTING CONTRACT, PLEASE PROVIDE THE ORIGINAL CONTRACT #: <u>2008-062</u>	
CERTIFICATE OF INSURANCE RECEIVED? YES <input type="checkbox"/> NO <input type="checkbox"/> If NO, please explain:	
MINIMUM SOLICITATION REQUIREMENTS HAVE BEEN DOCUMENTED? YES <input type="checkbox"/> NO <input type="checkbox"/> (If NO, then contract must be forwarded to the County Administrator for review.)	
CONTRACT DESCRIPTION (Required for placing on the Commission agenda and searching the database): Updated agreement between Gallatin County and the City of Bozeman for administration of the Emergency Management and Hazardous Materials Programs.	
GRANTS: (Fill out this section if your contract is grant related.) Original Grant Contract # <u> </u>	
IS IT A FEDERAL CONTRACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If so provide Grant CFDA# <u> </u>	
GRANTS ADMINISTRATOR APPROVED <u> </u> DATE: <u> / / </u>	

2. Finance Director complete, if amount is \$1,500 or greater.

FINANCE DIRECTOR APPROVED  DATE: 9/18/14

3. County Administrator complete, if necessary.

COUNTY ADMINISTRATOR APPROVED  DATE: 9/17/14

4. County Commissioner approval required? Yes No MEETING DATE: 9/16/14

5. Clerk and Recorder: Date Recorded 9/16/2014

RECEIVED

Responsible originating department must send one approved contract to contract **SEP 04 2014**

INTERLOCAL AGREEMENT BETWEEN GALLATIN COUNTY AND
THE CITY OF BOZEMAN FOR EMERGENCY MANAGEMENT AND
HAZARDOUS MATERIALS PROGRAM MANAGEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 18th day of August, 2014 by and between Gallatin County, Montana, a political subdivision of the State of Montana, hereinafter referred to as "County" and the City of Bozeman, Montana, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the Interlocal Cooperation Act, Title 7, Chapter 11, Part 1, MCA; and

WHEREAS, Title 10, Chapter 3, Parts 1 through 4 MCA provide counties with the authority and responsibility to provide disaster and emergency services; and

WHEREAS, the County has a need for professional disaster emergency and hazardous materials response services; and

WHEREAS, the City through the Bozeman Fire Department and staff are trained in disaster emergency response, preparedness, mitigation and recovery, and Homeland Security, and have equipment necessary to respond to natural and manmade disaster; and

WHEREAS, the City through the Bozeman Fire Department has the technical expertise and equipment necessary to respond to hazardous material emergencies; and

WHEREAS, the County and the City desire to enter into one agreement for emergency management, and hazardous material response and training so as to provide consistent information and coverage to all residents of Gallatin County.

NOW THEREFORE, it is agreed by and between the County and the City as follows:

- 1) Purpose: This Agreement is a contract for services to provide and centralize emergency management and hazardous materials response in one cohesive organization for the benefit of all residents in Gallatin County.
- 2) Term: This agreement shall become effective upon signing and shall remain in effect through June 30, 2019 unless terminated as provided in Section 10.
- 3) Scope of Service: The City shall have the following duties and responsibilities:
 - a) Emergency Management Services:
 - i) Provide an individual to act as the Director of the Gallatin County Emergency Management Department and administer this Agreement;

- ii) Maintain an adopted county-wide Emergency Management Plan (EMP);
- iii) Provide yearly exercises of the EMP and Gallatin County Coordination Center (GCCC);
- iv) Prepare critiques of emergencies and disasters within the county;
- v) Identify shortcomings in the local communities' response capabilities and facilitate solutions;
- vi) Provide training opportunities to county commissioners, managers, general public and responders for all hazard emergencies;
- vii) During emergencies and disasters, staff the Coordination Center and establish procedures for effective response;
- viii) Provide function of Local Emergency Response Authority (Title 10, Chapter 3, Part 12 MCA);
- ix) Coordinate with the private sector;
- x) Coordinate with public sector entities;
- xi) Assist and advise Gallatin County on compliance with the requirements of Title 10 Chapter 3, Parts 1 through 4, MCA;
- xii) Assist and advise Gallatin County on compliance with the requirements of the Emergency Preparedness Community Right-to-Know Act (EPCRA);
- xiii) Report to the County Commission on a quarterly basis stating the activities undertaken and the steps taken to comply with the provisions of this Agreement;
- xiv) Prepare a yearly budgetary request for funding by the County, covering supplies, equipment contractual costs, training and capital expenses.

b) Hazardous Materials Services:

- i) Provide effective coordinated emergency response support to local jurisdictions for incidents involving the release or potential release of hazardous materials at transportation and fixed site spills; releases or threat of release of hazardous materials and incidents involving orphaned materials which may pose a threat to human health or the environment;
- ii) Provide remote or on-site technical assistance and advice to local jurisdiction incident commanders when requested;
- iii) To control the actual release or threatened release of hazardous materials for the purpose of control or stabilization of the incident for local jurisdictions at the request and under the direction of the incident commander;
- iv) To respond to releases or threatened releases of hazardous materials for the purpose of control or stabilization of the of the incident for local jurisdictions at the request and under the direction of the incident commander;
- v) To implement and use the Incident Management System (IMS) on all support responses for team operations;
- vi) Cooperate with the directions of the local jurisdiction incident commander for on-site emergency response activities;
- vii) Educate and train employees in hazardous materials response on a continuing basis, as required by O.S.H.A. and EPA regulations;

- viii) Participate in incident critique to aid in future prevention and improved emergency response;
 - ix) Develop and implement local standard operating procedures for hazardous materials emergency response; and,
 - x) Maintain a hazardous materials response team for support of hazardous materials incidents within Gallatin County.
- 4) Duties of County: The County shall have the following duties, in addition to and separate from the funding obligations set out in Sections 5 and 6:
- a) Provide and maintain a Coordination Center equipped with phone lines, office supplies and equipment mutually agreed upon between the City and the County;
 - b) Participate in a minimum of one (1) emergency response exercise per year;
 - c) Assist with resources and personnel as needed for an emergency response;
 - d) Respond to calls to the Coordination Center when requested by the City during an Incident, Emergency, or Disaster;
 - e) Approve an adequate operations budget covering the costs and anticipated costs of rendering Emergency Management services, pursuant to the terms of this Agreement.
- 5) Emergency Management Fees: The County will pay the City the amounts set out below for Emergency Management Services:
- Fiscal Year 2015: \$86,042
 - Fiscal Year 2016: \$88,623
 - Fiscal Year 2017: \$91,281
 - Fiscal Year 2018: \$94,019
 - Fiscal Year 2019: \$96,839

Payment to be made in quarterly installments based on invoice from City.

The parties agree that in the event of significant extenuating circumstances requiring the utilization of personnel and equipment for activities not anticipated during the negotiations on this contract, the City may be entitled to additional compensation beyond the agreed upon amount of this agreement. Any additional compensation must be mutually agreed upon. The City must notify the County prior to or as soon as possible when additional compensation is anticipated.

- 6) Funding for Hazardous Materials Services: In addition to the fees due pursuant to Section 5, the County and the City shall each contribute at a minimum the amounts set out below to help fund the Gallatin County Hazardous Materials program. These contribution amounts are contingent on the City receiving annual grants from the State of Montana that supplement these general fund supported amounts. Should the level of funding from the State for Hazardous Materials Services decrease, the parties

agree to in good faith renegotiate the amount of the annual Hazardous Materials Services budgets going forward and the parties' respective contributions to those budgets.

- Fiscal Year 2015: \$7,313.00
- Fiscal Year 2016: \$7,532.00
- Fiscal Year 2017: \$7,758.00
- Fiscal Year 2018: \$7,991.00
- Fiscal Year 2019: \$8,230.00

- 7) Capital Purchases: Property: Equipment, apparatus and protective clothing for Hazardous Material Services shall be jointly owned on a pro-rata basis according to the amount the City and the County contributed to their purchase. In the event this Agreement is not renewed capital purchases will be divided based upon the proportionate contribution made for these assets. Both parties will maintain records adequate to evidence each party's respective ownership interest in the asset(s). Remaining consumable supplies will be divided equally between the parties. Nothing herein allows for the acquiring or holding of any joint real property.
- 8) Termination: This Agreement may be terminated upon mutual consent of the parties, upon failure of the City or County to perform its duties as specified in this Agreement, or by either party giving thirty (30) day written notice to the other party. In the event that termination under this paragraph occurs prior to the expiration of the term of this Agreement, the City shall refund unexpended funds.
- 9) Payment Refund: If the funds are paid to the City under this Agreement and the City is unable to provide the services or facilities as specified in this Agreement, the unexpended funds must be returned to the County. Any unexpended funds at the end of each year shall be remitted to the County.
- 10) Records: The City shall maintain accounts, records and other evidence pertaining to the funds expended by the City under this Agreement for a period of five (5) years. The system of accounting employed by the City shall be in accordance with generally accepting accounting principles and will be applied in a consistent manner so that the expenditures under this Agreement can be clearly identified from all other expenses.
- 11) Independent Agencies: The City is an independent entity providing services or facilities for the County. Neither the City nor any of its employees are employees of the County under this Agreement, nor will they be considered employees of the County under any subsequent amendment to this Agreement, unless otherwise expressed. To that end, the County will not be responsible for withholding of any state and federal taxes or social security, nor will the County extend any of the benefits to the City that it extends to employees of the County. The City will maintain the necessary workers' compensation coverage for its employees, unless mutually agreed to between the parties to this Agreement, and the City is responsible for payment of any required retirement system contributions for its employees.

- 12) Interpretation: This agreement shall be governed and interpreted according to the laws of the State of Montana.
 - a) The section headings contained herein are for convenience only and are not intended to define or limit the scope of any provisions of this agreement.
 - b) The provisions of this agreement are independent are 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.
- 13) Entire Agreement: This agreement is the entire agreement between the parties, and supersedes all prior agreements between the parties regarding the subject of this Agreement, including County Contract No. 2008-062, Emergency Management Coordinator and Hazardous Materials Contract dated October 9, 2007. No alterations, modifications or additions to this agreement shall be binding unless reduced to writing and signed by the parties.
- 14) Availability of Funds: The County and City agree that if, for any reason, revenues received by the county are insufficient to pay the amount agreed to that the County may adjust the amount specified based on actual availability of cash and revenue. In the event that funds are decreased the parties agree to negotiate the level of services proportionate to any reduction in funding.
- 15) Amendment to Agreement: Amendments to this agreement may be made jointly by the parties. All amendments must be in writing and signed by both parties prior to implementation.
- 16) Annual Inventory of Assets and Assigned Values: On or before June 15 of each year the City shall submit a list of fixed assets and assign a value to each item.
- 17) Billing and Collection for Recoverable Funds: The City is responsible for the submitting of the report to the State of Montana for reimbursement of EMERGENCY MANAGEMENT funds. The City is also responsible to prepare bills and submit them to the appropriate third party for recovery of expenses associated with hazardous materials and disaster services.
- 18) NONDISCRIMINATION: Parties will not discriminate in the performance of this Agreement on the basis of race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, gender identity or disability.
- 19) No New Entity: This Agreement does not create any separate legal entity.
- 20) Recording: The County shall be responsible for filing an executed copy of this Agreement with the Gallatin County Clerk and Recorder and provide a copy of the recorded document to the Bozeman City Clerk. The County shall also file a copy of

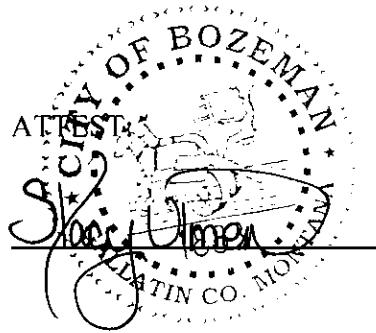
the executed and recorded Agreement with the Montana Secretary of State in accordance with 7-11-107, MCA.

DATED this 18th day of August, 14.

CITY OF BOZEMAN

Christa Kuchinski

City Manager



Approved as to form:

[Signature]

City Attorney

DATED this 16 September 2014

GALLATIN COUNTY
BOARD OF COUNTY COMMISSIONERS

[Signature]

Chairman

[Signature]

Member

[Signature]

Member

ATTEST:

Charlotte Mills

Charlotte Mills, Clerk & Recorder

NA

County Attorney