

Return to:

Richland County Commissioners  
201 West Main  
Sidney, MT 59270

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**INTERLOCAL AGREEMENT FOR  
Richland County, Montana Road  
Improvements – 2024**

**1. Parties and Date**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between RICHLAND COUNTY, MONTANA, a political subdivision and body politic and corporate of the State of Montana, 201 West Main Street, Sidney, Montana 59270, and CITY OF SIDNEY, MONTANA, a municipal corporation and a political subdivision of the State of Montana, 115 Second Street SE, Sidney, Montana 59270,

**WITNESSETH :**

**2. Recitals**

**WHEREAS**, Article 11, Section 7 of the Constitution of the State of Montana (1972), provides that a local government unit may cooperate in the exercise of any function, power, or responsibility; share the services of any officer or facilities; and transfer or delegate any function, power, responsibility, or duty of any officer to one or more other local government units, school districts, the state, or the United States; and

**WHEREAS**, it is the purpose of the Interlocal Cooperation Act, Title 7, Chapter 11, Part 1, Montana Code Annotated, to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to the forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, § 7-11-104, M.C.A. authorizes one or more public agencies to contract with any one or more other public agencies to participate in the provision or maintenance of any public infrastructure facility, project, or service; and

**WHEREAS**, § 7-11-104, M.C.A. requires that the contract must be authorized and approved by the governing body of each party to the contract; and

**WHEREAS**, § 7-11-104, M.C.A. requires that the contract must outline fully the purposes, powers, rights, obligations, and responsibilities of the contracting parties; and

**WHEREAS**, an interlocal agreement authorized by 7-11-104 must specify the detailed content enumerated in § 7-11-105, M.C.A., and

**WHEREAS**, an interlocal agreement made pursuant to the Act must be filed with the county clerk and recorder of the county or counties where the political agencies are situated, and with the secretary of state, pursuant to § 7-11-107, M.C.A.;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms, and agreements hereinafter set forth, the parties recite their agreement as follows:

### **3. City-County-State Memorandum of Agreement**

Contemporaneously herewith the City, County, and State of Montana are entering into a “City/County/State Memorandum of Agreement **Richland County, Montana Road Improvements – 2024** Richland County and Sidney MT for Engineering, Construction, Observation, Testing, Inspection & Maintenance,” which is incorporated herein by reference.

### **4. Up-front Funding by County**

Richland County shall make the payments called for by the city-county-state agreement.

### **5. Periodic Refunding by City**

As a means of refunding the amounts paid by Richland County, the City shall reimburse the County for all services contracted for the Richland County, Montana Road Improvements – 2024 project per the following conditions: 1) The City shall reimburse the County for all engineering and construction administration services based on the percentage of actual completed construction costs. 2) The City shall reimburse the County for all completed construction costs for the work completed within the City Limits. 3) One lump sum reimbursement request will be submitted to the City upon completion of the project.

### **6. Declarations required by § 7-11-105**

1. **Term.** The duration of this agreement shall be a term of 18 months and until all periodic refunding shall have been accomplished as provided herein.
2. **No Separate Entity.** No separate legal entity is created by this contract.
3. **Purpose.** The purpose of this contract is to make the most efficient use of the powers of each of the parties by cooperating with each other on the basis of mutual advantage for the best value, safety of their streets, roads, and highways.
4. **Special Financing.** The sole separate, special, or additional budgeting or financing needed is as set forth in the city-county-state agreement and paragraphs 4 and 5 of this

agreement.

5. **Disposition of Property.** Each party shall continue to separately own its own respective property used in connection with this agreement, and upon partial or complete termination of this agreement, there will be no need for disposing of any property.
6. **No Joint Administration.** No joint administrator or board is being established for the undertaking.
7. **No Additional Property.** No real or personal property will be acquired, held, or disposed of for the undertaking.
8. **Reports and Retirement Contributions.** Each party remains separately responsible for reports and payment of retirement system contributions for its own respective employees.
9. **No Employment.** There is no employment of any person under § 7-11-105(9) pursuant to this agreement.

## 7. Miscellaneous Provisions

**A. Notices.** Any notice or communication with respect to this agreement shall be deemed sufficiently given if sent by registered or certified mail, postage prepaid and properly addressed as follows:

RICHLAND: Board of County Commissioners  
201 West Main  
Sidney, Montana 59270

SIDNEY: Mayor and Council  
115 Second Street SE  
Sidney, Montana 59270

and shall be deemed to have been delivered as of two (2) days following the date so mailed. Either party may change its address for the purposes of this paragraph by giving notice of the change to the other party in the above-described manner for giving notice.

**B. Merger and Entire Agreement.** The results of all negotiations between the parties leading to the execution of this agreement to the extent that agreement was reached between the parties are expressed in this agreement and the documents and papers executed in accordance with its provisions (collectively referred to as "these papers"). These papers embrace and include the entire transaction between the parties. There have been no representations, covenants, conditions, warranties or agreements between the parties except those expressed in these papers.

**C. Modifications.** No modification of this agreement may be effective for any purpose unless the modification shall be memorialized in a signed and notarized written agreement entered into by all of the parties.

**D. Relationship of Parties.** Nothing contained in this agreement shall be deemed or

construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership, joint venture, or other association between the parties.

**E. Counterpart Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

**8. Execution and Acknowledgment**

IN WITNESS WHEREOF, the parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

RICHLAND COUNTY, MONTANA

( s e a l )

By \_\_\_\_\_  
LOREN YOUNG, Chairman  
Board of County Commissioners

ATTEST:

\_\_\_\_\_  
STEPHANIE VERHASSELT  
County Clerk

CITY OF SIDNEY, MONTANA

( s e a l )

By \_\_\_\_\_  
RICK NORBY, Mayor

ATTEST:

\_\_\_\_\_  
JESSICA CHAMBERLIN  
City Clerk

STATE OF MONTANA    )  
  ) ss.  
County of Richland    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public for the State of Montana, personally appeared LOREN YOUNG, Chairman of the Board of County Commissioners of Richland County, Montana, and STEPHANIE VERHASSELT, County Clerk and Recorder of Richland County, Montana, to me personally known, and who did each acknowledge to me that they did respectively execute the within instrument by authority of the order of the Board of County Commissioners duly made and entered.

(notary seal)

\_\_\_\_\_  
Notary Public for the State of Montana, residing at  
Sidney, Montana. My commission expires:  
\_\_\_\_\_.

STATE OF MONTANA     )  
  ) ss.  
County of Richland         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public for the State of Montana, personally appeared RICK NORBY, Mayor of Sidney, Montana, and JESSICA CHAMBERLIN, City Clerk of Sidney, Montana, to me personally known, and who did each acknowledge to me that they did respectively execute the within instrument by authority of the order of the City Council of the City of Sidney duly made and entered.

(notary seal)

\_\_\_\_\_  
Notary Public for the State of Montana, residing at  
Sidney, Montana. My commission expires:  
\_\_\_\_\_.