

Return to:

Richland County Commissioners
201 West Main
Sidney, MT 59270

City Court of Sidney, Montana Interlocal Agreement

1. Parties and Date

THIS AGREEMENT made and entered into this 31st day of December, 2022 between RICHLAND COUNTY, MONTANA, a political subdivision and body politic and corporate of the State of Montana, 201 West Main Street, Sidney, Montana 59270, CITY OF SIDNEY, MONTANA, a municipal corporation and a political subdivision of the State of Montana, 115 Second Street SE, Sidney, Montana 59270, and HON. LUKE R. SAVAGE, 116 Third Avenue SW, Sidney, Montana 59270,

WITNESSETH :

2. Recitals

WHEREAS,

1. Government agencies are authorized by Section 7-11-104, M.C.A. to enter into interlocal agreements for the purpose of the provision or maintenance of a public project or service.

2. The parties to this agreement have determined that it is in their best interests and the interests of the citizenry and public to enter into an interlocal agreement for the purpose of the City using courtroom space from the County and contracting for city judge services for city court with Judge Savage as the duly elected and presiding Richland County Justice of the Peace.

3. The parties to this agreement have determined that using the Justice Court courtroom and staff will allow the City to hold city court legal proceeding in the most cost-effective way for the City.

4. The City previously has requested that the Justice of the Peace be designated as City Judge of the City of Sidney.

5. The Justice of the Peace previously has been authorized to act as the City Judge by the duly elected and acting governing bodies of the County and City, namely, the Board of County Commissioners and the City Council.

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

3. Staff Salaries Benefits; Supplies

A. Staff Salaries. At the end of each fiscal year, the City shall reimburse the County half of all amounts expended for staff salaries (not including the Justice of the Peace/City Judge position), constituting approximately two (2) court clerk positions.

B. Raises. Prior to the approval of any raises for court clerk staff by the County, the City council shall be notified in writing of such proposed raises and shall retain the right to approve or disapprove of such proposed raises, given that under this agreement the City is responsible for reimbursing the County for the salaries of two (2) court clerk positions. In the event the County authorizes a raise for court clerk staff and the City does not concurrently approve such raise, the County shall be responsible for paying all costs associated with such a raise. The submission of the proposed fiscal year budget of Justice's Court of Record and City Court to the City shall constitute notice of any raises reflected therein.

C. Supplies. The City shall reimburse the County at the end of each fiscal year for supplies. No later than sixty (60) days prior to the end of the County's fiscal year, the County shall provide to the City copies of invoices for court supplies and information regarding clerk salaries and benefits, such that the City will be able to review such information ahead of their reimbursement payment to the County for half of all court clerk staff salaries and associated benefits and court supplies expended during the fiscal year.

4. Judge Salary and Benefits.

At the beginning of each fiscal year, the City shall pay to the County \$30,000.00 toward the salary of the City Court Judge, plus all applicable benefits, with such amounts to be used exclusively for the City's portion of the annual salary and benefits of the individual serving as City Court Judge, whether that individual is Judge Luke R. Savage or another appointee or individual elected as Justice of the Peace. This salary is independent of and in addition to the salary paid by the County for the position of Justice of the Peace.

5. Retirement System Reports and Payments

The County shall be responsible for making reports and payment of retirement system contributions.

6. Term

This agreement shall be effective for four years, from January 1, 2023, to December 31, 2026. This agreement shall be re-evaluated by the parties at the beginning of each new term for which any person is elected as Justice of the Peace, with any changes taking effect on the first day of the new term.

7. Early Termination

A. Notice of Termination. Any of the parties may terminate this agreement upon

ninety (90) days' notice in writing. If termination is by the County or the City, a majority of the terminating party's respective commission or council must have voted in favor of early termination.

B. Delay of Effect. If any party gives notice of early termination, termination shall not take effect for ninety (90) days from the giving of notice to ensure each party has adequate time to make other arrangements and to minimize disruption to the administration of justice.

C. Resignation Etc. of Justice of the Peace. If Judge Savage resigns, is removed, is not re-elected, or otherwise is unable to perform the duties Justice of the Peace and a new individual assumes the position of Justice of the Peace, this agreement shall continue in effect and Judge Savage shall be released from this agreement without penalty.

8. Declarations required by § 7-11-105

A. Term. The duration of this agreement has been set forth above.

B. No Separate Entity. No separate legal entity is created by this agreement.

C. 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 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 economic and other factors influencing the needs local communities for the best administration of justice in the City Court of the City of Sidney and in Justice's Court of Record, Richland County.

D. Special Financing. The Justice of the Peace will submit budget proposals each fiscal year to the City and the County, and the City and the County will establish the budget each fiscal year in the ordinary and regular course of its budget procedures.

E. Acquisition and Disposition of Property. The County shall be responsible for acquiring all real and personal property used in the cooperative undertaking. The holding and disposing of the real or personal property used in the cooperative undertaking shall be at the discretion of the County.

F. No Joint Administration. No joint administrator or board is being established for the undertaking.

G. Reports and Retirement Contributions. The contracting party responsible for reports and payment of retirement system contributions pursuant to Section 19-2-506, M.C.A. is Richland County.

H. Special Employment. This agreement does not provide for, require, or contemplate the employment of a teacher or specialist under 20-4-201, a superintendent under 20-4-401, or a professional person licensed under Title 37.

9. Required Filing

The City shall file this agreement with the Richland County Clerk and Recorder and Montana Secretary of State pursuant to Section 7-11-107, M.C.A.

10. Miscellaneous Provision

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:

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

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

SAVAGE: Hon. Luke R. Savage
116 Third Avenue SW
Sidney, MT 59270

and shall be deemed to have been delivered as of two (2) days following the date so mailed. Any party may change its address for the purposes of this Paragraph by giving notice of the change to the other parties 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 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. Except as otherwise provided herein, this agreement does not affect each party's responsibility to manage its own affairs.

E. Counterpart Execution. This agreement may be executed in 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.

F. Freedom of Information. Judge Savage acknowledges that the City and County must comply with the public's right to know, freedom of the press, freedom of information laws, and related laws, and might need to disclose information relating to this agreement unless a relevant exemption applies.

G. Severability. If any term or provision of this agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Execution and Acknowledgment

IN WITNESS WHEREOF, the parties have executed this instrument this 19th day of December, 2022.

(s e a l)

RICHLAND COUNTY, MONTANA

By Shane Gorder
SHANE GORDER, Chairman
Board of County Commissioners

ATTEST:
Stephanie Verhassel
STEPHANIE VERHASSELT
County Clerk

(s e a l)

CITY OF SIDNEY, MONTANA

By _____
RICK NORBY, Mayor

ATTEST:

JESSICA CHAMBERLIN
City Clerk

HON. LUKE R. SAVAGE
Justice of the Peace

STATE OF MONTANA)
) ss.
County of Richland)

On this 19 day of December, 2022, before me, the undersigned Notary Public for the State of Montana, personally appeared SHANE GORDER, 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.

