SPECIAL MEETING – MONDAY JANUARY 30, 2017
7 PM

CITY COUNCILS OF COLUMBIA FALLS, KALISPELL & WHITEFISH
FLATHEAD COUNTY COMMISSIONERS

COLUMBIA FALLS CITY HALL
130 6TH ST. WEST, COUNCIL CHAMBERS

AGENDA

1. VISITORS/PUBLIC COMMENT

2. NEW BUSINESS:
   A. FECC Amended Interlocal Agreement
   B. Weed District/Noxious Weed Control
   C. Joint Corridor Plans or Neighborhood Plans

3. ADJOURN
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and among the following Montana public agencies within the meaning of the Interlocal Cooperation Act:

Flathead County, hereinafter called “County”;
The City of Columbia Falls, hereinafter called “Columbia Falls”;
The City of Kalispell, hereinafter called “Kalispell”;
The City of Whitefish, hereinafter called “Whitefish”.

WHEREAS, Title 7, Chapter 11, Part 1, M.C.A., known as the “Interlocal Cooperation Act,” permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units 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;

WHEREAS, said Act provides that an Interlocal agreement may be authorized and approved by the governing body of each party to said contract;

WHEREAS, the Flathead County Sheriff’s Office and each of the Cities Police Departments, as well as many other emergency response agencies, are in need of dispatch services;

WHEREAS, currently within Flathead County there are separate dispatch operations within the County and the three Cities;

WHEREAS, the aforesaid local governmental units have determined it most desirable and efficient to consolidate the dispatch of law enforcement and emergency response personnel into one operation and one staff serving all of the governmental entities;

WHEREAS, the parties to this agreement agree that a central administrative body composed of representatives of the signatories of this agreement should be established for the
purpose of administering and setting the policies for such a staff as well as to coordinate its work in light of the priority of need;

WHEREAS, the citizens of Flathead County approved a bond issue for funding for an Emergency Communications Center.

NOW THEREFORE, it is agreed by and among the parties as follows:

I.

ESTABLISHMENT OF FLAHTHEAD EMERGENCY COMMUNICATIONS CENTER

GOVERNING BOARD

There is hereby established a “Flathead Emergency Communications Center Board.” Said body shall be referred to hereinafter as the “BOARD.”

The BOARD is established as an administrative body for policy making and financial budget preparation and administration for the Flathead Emergency Communications Center (hereinafter, the Center). The BOARD shall be composed of six (6) members, as follows:

1. The Flathead County Sheriff;
2. A County Commissioner chosen by the Board of County Commissioners;
3. A County employee appointed by the Board of County Commissioners; and
4. An elected official or designee appointed by the City Councils from each of the cities of Kalispell, Whitefish, and Columbia Falls.

The BOARD shall elect a Presiding Officer from its members, and shall conduct meetings on a monthly basis. A special meeting of the BOARD may be called by the Presiding Officer or by two members upon two days’ written notice to all members.

The BOARD shall adopt by-laws to govern its organization, internal affairs, meetings, and items of general administration in conformity with this agreement; such by-laws may be amended from time to time upon concurrence of four members of the BOARD. The BOARD
shall follow the open meetings and public participation standards of a political subdivision of the state. Its financial statements shall be discrete and reasonably available for public scrutiny. The BOARD shall not act except at a meeting in which a quorum, consisting of a majority of the members, is present and upon the majority vote of those members present.

II.

PURPOSE

The purpose of this agreement is to consolidate all dispatch services and supporting infrastructure and equipment in Flathead County and the Cities in Flathead County into one operation and one staff in order to provide efficient service to all emergency responders. The service will include receiving calls concerning governmental services outside of regular business hours which may not involve emergency response but do require timely governmental action, such as problems with governmental water and sewer facilities. The consolidated Center will result in better service for all emergency responders, thereby benefiting all citizens of the County and the Cities by facilitating more timely response of emergency responders for all citizens requiring such services.

III.

STAFF

The Director shall hire and direct dispatch staff and technical staff (radio, IT and GIS) and shall be responsible for operation of the Center, under the supervision of the BOARD.

The BOARD shall follow all County Policies as adopted by the Board of County Commissioners. Dispatch and technical staff personnel shall be employees of the BOARD. The administrative policy adopted by the BOARD shall recognize and provide for all rights and duties as are provided by law for all public employees. In any mandatory matters relating to
public employees, the laws applicable to the County shall govern. The County will contract with
the BOARD to administer the personnel record-keeping functions and to allow the employees to
join the County health insurance program. The BOARD will be responsible for all employer
contributions and premiums for health insurance benefits provided to the employees.

The BOARD will also provide for Workers' Compensation coverage, Unemployment
Insurance and general liability and errors and admissions insurance, retirement benefits, and all
other benefits of the staff of the Emergency Dispatch Center.

IV.

FINANCE

The parties agree to continue to pursue long term funding mechanisms that are
appropriate and acceptable.

Prior to the 15th day of April of each year, the Director shall prepare an estimated overall
budget for the Center for the following fiscal year; said budget shall include the income, costs
and expenses of the Center and staff provided for herein.

The funds for all members received from the State pursuant to Section 10-4-302, M.C.A.,
will be budgeted by the BOARD and will be used according to state statute. The BOARD shall
designate to each party served by the Center a proportionate share of the remainder of the
funding for said budget based upon the population of each of the Cities and of the County
outside of the Cities as determined in the latest United States census completed every ten years.

The Flathead County Treasurer shall act as the Treasurer for the BOARD. Each party
agrees to budget and to pay to the Flathead Emergency Communication Center the amount
designated by the BOARD for Center operation.
V.

PROPERTY

The Center building will be owned by Flathead County. No rent will be charged to the other parties of this Agreement. Furniture and office equipment provided by the County with the Center will be owned by the County. All furniture, office equipment, automobiles, and major items of personal property purchased by the BOARD, and accumulated cash, shall remain the property of the BOARD as long as this agreement remains in effect.

The County shall be responsible for insuring the building and any personal property belonging to the County. The BOARD shall be responsible for insuring any personal property acquired by it under this Agreement.

The parties agree that staff hired to carry out the responsibilities of the County for the County’s Office of Emergency Services, Flathead County EMS, and the Flathead County Fire Service Area may be housed in the Center. The BOARD and the County will share all maintenance costs for the building, including major maintenance items such as roof and furnace/boiler replacement, in the proportion of square footage allotted to staff carrying out dispatch functions and to staff carrying out the County’s responsibilities for the Office of Emergency Services, Flathead County EMS and the Flathead County Fire Service Area.

The withdrawal of a party from this agreement, pursuant to Paragraph IX, shall not result in any change of ownership of any property owned by the BOARD; any party, by withdrawing, shall waive any claim it might have to property owned by the BOARD. In the event that this agreement is terminated by mutual consent of the parties, any property then owned by the BOARD shall either (i) be divided among the parties pursuant to an agreement reached by the parties at the time of termination, or in lieu of such agreement, (ii) be sold pursuant to the statutory provision then in effect with regard to the sale of County property. In the event of a
sale, the proceeds shall be divided among the parties pursuant to an agreement reached by the parties at the time of termination or, in lieu of such agreement, by using the percentages used to determine the contributions of each party to the BOARD in its budget for its last year of operation.

VI.

COUNSEL

The Flathead County Attorney shall provide the BOARD with necessary legal advice and counsel as requested, at no extra cost to the BOARD or the City parties hereto. In the event of a conflict of interest with the Flathead County Attorney’s Office the BOARD may elect to obtain outside counsel.

VII.

ESTABLISHMENT OF OPERATIONS BOARD

The Operations Board has been established and shall be composed of the following members:

1. One representative from Sheriff’s Office;
2. One member from police from each participating city;
3. One rural fire representative; or designee to be selected and approved by the County Fire Chiefs Association, and one representative; or designee of city fire to be appointed by the three incorporated cities;
4. One appointee for the EMS community appointed by the EMS Administrative Board.

The Operations Board shall meet at least annually, and at such other times as the Operations Board shall determine or when requested by the BOARD. The members shall elect a Chairperson who shall conduct the meetings and assume other functions as the BOARD shall determine.

The BOARD shall adopt by-laws establishing the purpose and role of the Operations Board.
VIII.

**TERM AND WITHDRAWAL OF A PARTY**

After approval and appropriate filing, this agreement shall become effective and shall endure until terminated by law or by mutual agreement of the parties. A party may withdraw from this agreement only upon lawful resolution of the governing body of that party and service of written notice thereof on the remaining party or parties hereto at least one hundred eighty (180) days prior to the first day of July of any year. This agreement will remain in full force and effect as to a withdrawing party until the 30th day of June next following service of notice of the withdrawal of said party; the agreement shall remain in full force and effect as to all remaining parties until termination or withdrawal.

IN WITNESS WHEREOF, the parties execute this agreement effective this _____ day of ______________________, 2017

FLATHEAD COUNTY

By: __________________________
   Gary Krueger, Chairman

ATTEST:

By: __________________________
   , Clerk

(Close)

CITY OF COLUMBIA FALLS

By: __________________________
   Susan M. Nicosia, City Manager

ATTEST:

By: __________________________
   , City Clerk

(Close)
CITY OF KALISPELL

By: ____________________________
    Doug Russell, City Manager

ATTEST:

By: ____________________________
    , City Clerk

(seal)

CITY OF WHITEFISH

By: ____________________________
    , City Manager

ATTEST:

By: ____________________________
    , City Clerk

(seal)
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and among the following Montana public agencies within the meaning of the Interlocal Cooperation Act:

Flathead County, hereinafter called “County”;
The City of Columbia Falls, hereinafter called “Columbia Falls”;
The City of Kalispell, hereinafter called “Kalispell”;
The City of Whitefish, hereinafter called “Whitefish”.

WHEREAS, Title 7, Chapter 11, Part 1, M.C.A., known as the “Interlocal Cooperation Act,” permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units 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;

WHEREAS, said Act provides that an Interlocal agreement may be authorized and approved by the governing body of each party to said contract;

WHEREAS, the Flathead County Sheriff’s Office and each of the Cities Police Departments, as well as many other emergency response agencies, are in need of dispatch services;

WHEREAS, currently within Flathead County there are separate dispatch operations within the County and the three Cities;

WHEREAS, the aforesaid local governmental units have determined it most desirable and efficient to consolidate the dispatch of law enforcement and emergency response personnel into one operation and one staff serving all of the governmental entities;

WHEREAS, the parties to this agreement agree that a central administrative body composed of representatives of the signatories of this agreement should be established for the
purpose of administering and setting the policies for such a staff as well as to coordinate its work in light of the priority of need;

WHEREAS, the parties to this agreement agree that the administration of the County’s Office of Emergency Services and the Flathead County Fire Service Area should be coordinated with dispatching emergency services; and

WHEREAS, the citizens of Flathead County approved a bond issue for funding for an Emergency Communications Center.

NOW THEREFORE, it is agreed by and among the parties as follows:

I.

ESTABLISHMENT OF FLATHEAD EMERGENCY COMMUNICATIONS CENTER

GOVERNING BOARD

There is hereby established a “Flathead Emergency Communications Center Board.” Said body shall be referred to hereinafter as the “BOARD.”

The BOARD is established as an administrative body for policy making and financial budget preparation and administration for the Flathead Emergency Communications Center (hereinafter, the Center). The BOARD shall be composed of six (6) members, as follows:

1. The Flathead County Sheriff;
2. A County Commissioner chosen by the Board of County Commissioners;
3. A County employee appointed by the Board of County Commissioners, The County Attorney or other elected County officer; and
4. An elected official or designee appointed by the City Councils from each of the cities of Kalispell, Whitefish, and Columbia Falls.

Any expenses incurred by a member will be paid for by the governing body which said member represents.
The BOARD shall elect a Presiding Officer from its members, and shall conduct meetings on a monthly, quarterly basis. A special meeting of the BOARD may be called by the Presiding Officer or by two members upon two days' written notice to all members.

The BOARD shall adopt by-laws to govern its organization, internal affairs, meetings, and items of general administration in conformity with this agreement; such by-laws may be amended from time to time upon concurrence of four members of the BOARD. The BOARD shall follow the open meetings and public participation standards of a political subdivision of the state. Its financial statements shall be discrete and reasonably available for public scrutiny. The BOARD shall not act except at a meeting in which a quorum, consisting of a majority of the members, is present and upon the majority vote of those members present.

The BOARD shall appoint a committee within three months of the execution of this agreement to study funding issues and to search for funding mechanisms that are more appropriate and acceptable to the parties to this Agreement. The committee shall make its recommendations within two years of its formation.

II.

PURPOSE

The purpose of this agreement is to consolidate all dispatch services and supporting infrastructure and equipment in Flathead County and the Cities in Flathead County into one operation and one staff in order to provide efficient service to all emergency responders, and to coordinate the County's Office of Emergency Services and Flathead County Fire Service Area responsibilities with the dispatch center. The service will include receiving calls concerning governmental services outside of regular business hours which may not involve emergency response but do require timely governmental action, such as problems with governmental water and sewer facilities. The consolidated Center will result in better service for all emergency
responders, thereby benefiting all citizens of the County and the Cities by facilitating more timely response of emergency responders for all citizens requiring such services.

III.

STAFF

The BOARD and the Board of Commissioners of Flathead County will jointly employ, by contract, a Director who shall work under the BOARD and work under the Board of Commissioners. Both the Board of Commissioners and the BOARD must agree to any termination of employment that might be initiated in regard to the Director during the term of the Director’s contract. In the event that either the Board of Commissioners or the BOARD is not satisfied with the performance of the Director at the end of the contract term, the Director shall not be granted a new contract.

The Director shall hire and direct dispatch staff and technical staff (radio, IT, and GIS) and shall be responsible for operation of the Center, under the supervision of the BOARD. The Director shall hire and direct staff to carry out the responsibilities of the County’s Office of Emergency Services and the Flathead County Fire Service Area under the supervision of the Board of Commissioners.

The BOARD shall follow all County Policies as adopted by the Board of County Commissioners, adopt administrative policies to govern its staff’s rights, duties, salary schedules, fringe benefits, and such other matters as may be proper and necessary to the efficient and harmonious operation thereof. Dispatch and technical staff personnel shall be employees of the BOARD. The administrative policy adopted by the BOARD shall recognize and provide for all rights and duties as are provided by law for all public employees. In any mandatory matters relating to public employees, the laws applicable to the County shall govern. The County will
contract with the BOARD to administer the personnel record-keeping functions and to allow the employees to join the County health insurance program. The BOARD will be responsible for all employer contributions and premiums for health insurance benefits provided to the employees.

The BOARD will also provide for Workers’ Compensation coverage, Unemployment Insurance and general liability and errors and admissions insurance, retirement benefits, and all other benefits of the staff of the Emergency Dispatch Center.

The Director’s responsibilities with regard to the staff hired to carry out the responsibilities of the County’s Office of Emergency Services and the Flathead County Fire Service Area shall be carried out under County Personnel Policy. Those staff members will be County employees.

IV.

FINANCE

The parties agree to continue to pursue long term funding mechanisms that are appropriate and acceptable.

Prior to the 15th day of April of each year, the Director shall prepare an estimated overall budget for the Center for the following fiscal year, said budget shall include the income, costs and expenses of the Center and staff provided for herein.

The funds for all members received from the State pursuant to Section 10-4-302, M.C.A., will be budgeted by the BOARD and will be used according to state statute, for installing, operating, and improving the 9-1-1 emergency telephone system. The BOARD shall designate to each party served by the Center a proportionate share of the remainder of the funding for said budget based upon the population of each of the Cities and of the County outside of the Cities as determined in the latest United States census completed every ten years. In addition, the County will fund one half of the salary of the Director and of an Office Assistant, including one half of
benefits for provision of services in carrying out the County’s responsibilities for the Office of Emergency Services and the Flathead County Fire Service Area.

The Flathead County Treasurer shall act as the Treasurer for the BOARD. Each party agrees to budget and to pay to the Flathead Emergency Communication Center Flathead County Treasurer, under the provisions of the Local Government Budget Act (Title 7, Chapter 6, Part 10, or successor legislation) the amount designated by the BOARD for Center operation.

V.

PROPERTY

The Center building will be owned by Flathead County. No rent will be charged to the other parties of this Agreement. Furniture and office equipment provided by the County with the Center will be owned by the County. All furniture, office equipment, automobiles, and major items of personal property purchased by the BOARD, and accumulated cash, shall remain the property of the BOARD as long as this agreement remains in effect.

The County shall be responsible for insuring the building and any personal property belonging to the County. The BOARD shall be responsible for insuring any personal property acquired by it under this Agreement.

The parties agree that staff hired to carry out the responsibilities of the County for the County’s Office of Emergency Services, Flathead County EMS, and the Flathead County Fire Service Area may be housed in the Center. The BOARD and the County will share all maintenance costs for the building, including major maintenance items such as roof and furnace/boiler replacement, in the proportion of square footage allotted to staff carrying out
dispatch functions and to staff carrying out the County’s responsibilities for the Office of Emergency Services, Flathead County EMS and the Flathead County Fire Service Area.

The withdrawal of a party from this agreement, pursuant to Paragraph IX, shall not result in any change of ownership of any property owned by the BOARD; any party, by withdrawing, shall waive any claim it might have to property owned by the BOARD. In the event that this agreement is terminated by mutual consent of the parties, any property then owned by the BOARD shall either (i) be divided among the parties pursuant to an agreement reached by the parties at the time of termination, or in lieu of such agreement, (ii) be sold pursuant to the statutory provision then in effect with regard to the sale of County property. In the event of a sale, the proceeds shall be divided among the parties pursuant to an agreement reached by the parties at the time of termination or, in lieu of such agreement, by using the percentages used to determine the contributions of each party to the BOARD in its budget for its last year of operation.

VI.

COUNSEL

The Flathead County Attorney shall provide the BOARD with necessary legal advice and counsel as requested, at no extra cost to the BOARD or the City parties hereto. In the event of a conflict of interest with the Flathead County Attorney’s Office the BOARD may elect to obtain outside counsel.

VII.

PRIOR AGREEMENT

The parties hereto did, on March 15, 1999, file an Interlocal Services Agreement, and an Addendum thereto, establishing the "Enhanced 911 Emergency Coordination Center." Said agreement is by instant agreement terminated by the mutual consent of all parties.
VII+

ESTABLISHMENT OF OPERATIONS BOARD ADVISORY COMMITTEE

The Operations Board has been established. An advisory committee shall be formed and shall be composed of the following members:

1. One representative from Sheriff's Office;
2. One member from either police or fire from each participating city;
3. One rural fire representative, or designee to be selected and approved to be appointed by the County Fire Chiefs Association, and one representative, or designee of city fire to be appointed by the three incorporated cities;
4. One appointee for the EMS community appointed by the EMS Administrative City/County Health Board;
5. the dispatch supervisor;
6. up to two (2) public at-large members to be appointed by the BOARD to serve two-year terms.

The at-large positions shall be appointed by the BOARD from a list of applicants. The BOARD shall give notice of the availability of the positions by article in the newspaper, and seek applications therefore at least thirty (30) days prior to filling the positions.

The Operations Board Advisory Committee shall meet at least annually, monthly and at such other times as the Operations Board committee shall determine or when requested by the BOARD. The members shall elect a Chairperson who shall conduct the meetings and assume other functions as the committee BOARD shall determine.

The Advisory Committee BOARD shall adopt by-laws establishing the purpose and role of the Operations Board.

and shall provide advice and evaluation for the BOARD and the Director on the following:

1. Call taking, selective call transfer and dispatch procedures and policies.
2. Continuous quality improvement monitoring and review of Center performance.
3. Priorities, policies and procedures for 9-1-1 system enhancement, programming, implementation and equipment usage.
4. Administrative and operational policies and procedures of the Center.
5. New equipment proposals.
6. Any other matters on which the Director or the BOARD may request advice or evaluation.

VIII. IX.

TERM AND WITHDRAWAL OF A PARTY

After approval and appropriate filing, this agreement shall become effective and shall endure until terminated by law or by mutual agreement of the parties. A party may withdraw from this agreement only upon lawful resolution of the governing body of that party and service of written notice thereof on the remaining party or parties hereto at least one hundred eighty (180) days prior to the first day of July of any year. This agreement will remain in full force and effect as to a withdrawing party until the 30th day of June next following service of notice of the withdrawal of said party; the agreement shall remain in full force and effect as to all remaining parties until termination or withdrawal.

X.

TRANSITION PROVISION

The parties agree that the transition from the current dispatch operation to the consolidated operation will require substantial planning, including consultations with current staffs and their collective bargaining representatives. The parties therefore agree that the current operation will continue after the execution of this Agreement, under the Memorandum of
Understanding executed by the 911 Administration Board, the Board of Commissioners, the Sheriff and the Interim Emergency Services Director.

The Board shall work closely with the Sheriff and the Interim Emergency Services Director to achieve a smooth transition. When the transition to the new building is complete, the BOARD will hire a Director under Section III of this Agreement.

IN WITNESS WHEREOF, the parties execute this agreement effective this ___ day of ______________________, 2017

FLATHEAD COUNTY ______________________ CITY OF COLUMBIA FALLS

By: ________________________________  By: ________________________________
    Gary Krueger, Chairman             Susan M. Nicosia, City Manager

ATTEST: ________________________________ ATTEST: ________________________________
    ________________________________  ________________________________
    Clerk                           City Clerk

(seal)                             (seal)

CITY OF KALISPELL ______________________ CITY OF WHITEFISH

By: ________________________________  By: ________________________________
    Doug Russell, City Manager       , City Manager

ATTEST: ________________________________ ATTEST: ________________________________
    ________________________________  ________________________________
    , City Clerk                     , City Clerk

Page 10 of 11  2009 Interlocal Agreement  Rev. DRAFT

4/20/2009  Orig.