

RESOLUTION 36-2009

A RESOLUTION OF THE MADISON COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH GALLATIN COUNTY, MONTANA, FOR THE JOINT ADMINISTRATION AND FINANCING OF THE IMPROVEMENTS AND MAINTENANCE OF GALLATIN COUNTY RURAL IMPROVEMENT AND MAINTENANCE DISTRICT NO. RID 395 AND MADISON COUNTY RURAL IMPROVEMENT AND MAINTENANCE DISTRICT NO. 2009-01 FOR CONSTRUCTING CERTAIN ROAD PAVING AND RELATED IMPROVEMENTS OF OUSEL FALLS ROAD, SOUTH FORK ROAD AND THE INTERSECTION OF MONTANA HIGHWAY 64 AND OUSEL FALLS ROAD, IN GALLATIN COUNTY, MONTANA.

This Resolution was introduced by _____; moved by Commissioner _____ and seconded by Commissioner _____. The Resolution was adopted _____.

WHEREAS, the Board of County Commissioners of Gallatin County, Montana ("Gallatin County") created its Rural Improvement and Maintenance District No. 395 by passage of Resolution No. RID 09-395B on June 17, 2009; and

WHEREAS, the Board of County Commissioners of Madison County, Montana ("Madison County"), by its passage of Resolution No. 30-2009 on August 11, 2009 created its Rural Improvement and Maintenance District No. 2009-01; and

WHEREAS, both Gallatin County RID No. 395 and Madison County RID No. 2009-01 deal with the same improvements of the same roads and intersection in Gallatin County, but which improvements benefit properties in each county as indicated in the above-referenced resolutions; and

WHEREAS, the construction and financing of the improvements and the maintenance of the improvements need to be coordinated between the two counties; and

WHEREAS, Title 7, Chapter 11, Part 1 of the Montana Code Annotated authorizes counties to cooperate in the provision of administrative services and to participate in the provision of maintenance of any public infrastructure and to enter into an interlocal agreement to effectuate such arrangements; and

WHEREAS, a form of the Interlocal Agreement between Gallatin County and Madison County is attached hereto describing the powers, purposes, rights and obligations of each county relating to the joint administration, financing and maintenance of Gallatin County RID No.395 and Madison RID No. 2009-01.

NOW, THEREFORE, be it resolved:

Section 1. This Board approves the form of the Interlocal Agreement with Gallatin County, attached hereto as Exhibit A, with such further amendments as may be recommended by the Madison County Attorney's office.

Section 2. Upon approval and signature of the Interlocal Agreement by the Gallatin County Commissioners and the final approval as to form by the Madison County Attorneys office, the chair of the Madison County Board of Commissioners is authorized to execute the agreement.

PASSED AND ADOPTED by the Board of County Commissioners of Madison County, Montana, this 29th day of September, 2009.

DAVID SCHULZ, CHAIRMAN

JAMES P. HART

MARILYN ROSS

ATTEST: _____
Peggy Kaatz
Clerk and Recorder

EXHIBIT A

INTERLOCAL AGREEMENT

This Interlocal Agreement is effective on the __15th__ day of __September__, 2009, and is between Gallatin County, Montana, hereinafter referred to as "Gallatin County" and Madison County, Montana, hereinafter referred to as "Madison County." Collectively, Gallatin County and Madison County are referred to herein as "the Parties."

RECITALS

WHEREAS, the Board of County Commissioners of Gallatin County, Montana ("Gallatin County") created its Rural Improvement and Maintenance District No. 395 by passage of Resolution No. RID 09-395B on June 17, 2009; and

WHEREAS, the Board of County Commissioners of Madison County, Montana ("Madison County"), by its passage of Resolution No. 30-2009 on August 11, 2009 created its Rural Improvement and Maintenance District No. 2009-01; and

WHEREAS, both Gallatin County RID No. 395 and Madison County RID No. 2009-01 deal with the same improvements of the same roads and intersection in Gallatin County, but which improvements benefit properties in each county as indicated in the above-referenced resolutions; and

WHEREAS, the construction and financing of the improvements and the maintenance of the improvements need to be coordinated between the two counties; and

WHEREAS, Title 7, Chapter 11, Part 1 of the Montana Code Annotated authorizes counties to cooperate in the provision of administrative services and to participate in the provision of maintenance of any public infrastructure and to enter into an interlocal agreement to effectuate such arrangements; and

WHEREAS, Gallatin County has approved the execution of this Agreement by its Resolution No. RID-09-395C passed on September 15, 2009 and Madison County has approved the execution of this Agreement by its Resolution No. 36-2009 passed on September 29, 2009.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose of Agreement. The purpose of this Agreement is to appoint a joint board (the "Joint Board") to administer the construction and financing of the Improvements (as described in the above-referenced Resolutions) and to administer the maintenance of the Improvements once they are constructed.
2. Joint Board Members. Since the Parties each have a representative county commissioner for the general Big Sky area (where the Improvements are located), each party appoints the County Commissioner representing that area (or his designee) to be a representative on the Joint Board. The third and final representative on the Joint Board shall be an engineer with independent contractual responsibilities with either of the Parties to provide engineering consulting services for rural improvement district services. The initial engineering representative to the Joint Board shall be Jack Schunke of Morrison-Maierle, Inc., because Mr. Schunke's firm has a contractual relationship with Gallatin County to perform

consulting services for rural improvement districts and because his firm has been chosen by the Parties as the engineer for Gallatin County RID No. 395 and Madison County No. 2009-01 and is thus familiar with the proposed Improvements. The cost of the engineer appointee's involvement will be included as part of the cost of the Improvements and paid for with the respective Rural Improvement District bond proceeds for the construction of the Improvements and paid for under the terms of the consulting contract for the maintenance consulting services and included in the budget for the maintenance costs for each District.

3. Meetings of Joint Board. The Joint Board shall meet as necessary in person or by phone as they may arrange, to make decisions with regard to administering the financing and construction of the Improvements and the maintenance of the Improvements once constructed. A majority vote of the Joint Board is required to approve action. The engineer shall be responsible for keeping minutes of a Joint Board meeting.
4. Duration of Agreement. This Agreement shall be for a term beginning with the execution hereof by all Parties and extended, to the end of the term of the bonds to be issued to finance the Improvements, unless earlier terminated, extended or amended by further majority action of each Board of Commissioners of the Parties.
5. Construction and Financing of Improvements. The Joint Board will meet and recommend to each Party the award of construction contract bids. The construction contract for the Improvements will be in the names of the Parties, jointly, with provisions in the contracts that the contracts will be administered through the Joint Board. The financing of the Improvements will be coordinated through the Joint Board, with each Party issuing its own Rural Improvement District Bonds for that Party's portion described in the respective Resolutions of Intention to Create the Rural Improvement Districts.
6. Maintenance of Improvements. The Joint Board will meet as necessary to make determinations as to the maintenance needed for the Improvements and to the allocation of the anticipated maintenance costs for each Rural Improvement District. The maintenance work will be performed by Gallatin County or such contractors as are recommended by the Joint Board. Each Party shall collect the maintenance assessments allocable to its Rural Improvement District and shall make such collected maintenance assessments available for the payment of the maintenance costs as directed by the Joint Board.
7. Filing of Agreement. This Agreement, upon signature by each Party, shall be filed with each Party's Clerk and Recorder and then with the Montana Secretary of State, as provided in Section 7-11-107, MCA.
8. Communication with Property Owners in the Rural Improvement Districts. The Joint Board will be the contact point for communications with property owners in each of the Rural Improvement Districts about Improvements or maintenance of the Improvements. The Joint Board, in its discretion, will report to the Board of County Commissioners of each Party, as necessary.
9. No Joint Board Assets or Employees. The Joint Board will not acquire any assets and will not hire any employees.

10. No Separate Legal Entity. The Joint Board is not intended by the Parties to be a separate legal entity. The Joint Board is to administer and coordinate the financing of, construction of, and maintenance of the Improvements. Contracts relating to such matters will be entered into by the Parties upon recommendation of the Joint Board. Except as expressly stated herein, this Agreement does not affect each Party's responsibilities to manage its own affairs.

GALLATIN COUNTY, MONTANA

By: _____
Its: Chair of Board of Commissioners

Date: _____

Attest: _____
Gallatin County Clerk & Recorder

MADISON COUNTY, MONTANA

By: _____
Its: Chair of Board of Commissioners

Date: _____

Attest: _____
Madison County Clerk & Recorder

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