

(2607CV388 C.A. #)

COUNTY CONTRACT ROUTING FORM

***ALL FIELDS MUST BE FILLED OUT PRIOR TO CAO/FISCAL/ATTORNEY APPROVAL
*ALL CONTRACTS MUST BE SIGNED BY OUTSIDE PARTY PRIOR TO ROUTING TO
CAO/FISCAL OFFICER; UPON CAO/FISCAL APPROVAL CONTRACT WILL BE ROUTED TO
COUNTY ATTORNEY**

***CONTRACT NAME: INTERLOCAL AGREEMENT FOR THE SOUTH CENTRAL MONTANA
INTEROPERABILITY CONSORTIUM (SMIC)**

***BRIEF DESCRIPTION OF CONTRACT: This is a group consortium of Gallatin, Madison,
Park, Meagher, and Sweet Grass counties formed for the purpose of improving
interoperability communications in order to address events that require the ability for
all entities to communicate in multiple jurisdictions. Too, Federal granting agencies
look favorably upon multiple jurisdictions/disciplines that work together to enhance
Comms capability. We have already benefited financially from our demonstrated
ability to work together as a consortium**

If this contract amends or is a change/task order to a previous contract, provide original contract #.

*ORIGINAL CONTRACT #: _____

*RESPONSIBLE DEPARTMENT: **Gallatin County 9-1-1**

*ACCOUNT #: _____ *CONTRACT AMOUNT: _____

*EFFECTIVE DATE: ___/___/___ *EXPIRATION DATE: ___/___/___

*DATE SIGNED BY OUTSIDE PARTIES: ___/___/___; ___/___/___; ___/___/___

CAO APPROVED (For Dept. Heads Only): _____ DATE: ___/___/___

FISCAL OFFICER APPROVED: Edward J. Baer DATE: 9/13/07

COUNTY ATTORNEY APPROVED: Chad M. Widdie DATE: 9/6/07

DATE SIGNED BY BOARD OF COUNTY COMMISSIONERS: 9/19/07

**CLERK AND RECORDER KEEPS AN ORIGINAL AND WILL ROUTE A COPY OF
THE APPROVED CONTRACT TO THE FOLLOWING DEPARTMENTS:**

- ✓ RESPONSIBLE/ORIGINATING DEPARTMENT
- ✓ DEPUTY COUNTY ATTORNEY'S OFFICE – ATTN: HELEN BALDWIN
- ✓ AUDITOR
- ✓ FINANCE DEPT.

DATE CLERK AND RECORDER DISBURSED COPIES: ___/___/___

**THE RESPONSIBLE/ORIGINATING DEPARTMENT IS REQUIRED TO MAIL
COPIES AND/OR DUPLICATE ORIGINALS OF COMPLETED CONTRACTS
TO ALL INTERESTED PARTIES.**

**INTERLOCAL AGREEMENT FOR THE
SOUTH CENTRAL MONTANA INTEROPERABILITY
CONSORTIUM
(SCMIC)**

WHEREAS Title 7, Chapter 11, MCA, permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local government 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; and

WHEREAS the above referenced statute provides that an interlocal agreement may be adopted by authorization and approval by the governing bodies of the parties to said agreement; and

WHEREAS Gallatin County, Madison County, Meagher County, Park County and Sweet Grass County are Montana counties that are political subdivisions of the State of Montana; and

WHEREAS the Counties recognize the importance of a reliable and effective interoperable communications system capable of providing interoperable wireless voice and data exchange for the entire spectrum of public safety and emergency management; and

WHEREAS the Montana local, tribal and state public safety agencies are cooperating in building a radio communications system that allows radio users to effectively communicate in the interest of public safety on a state-wide basis; and

WHEREAS the Counties desire to form an interlocal interoperability consortium to be called the South Central Montana Interoperability Consortium (SCMIC) whereby they can jointly cooperate and overcome unnecessary barriers to arrive at a reliable and effective interoperable communications system within their jurisdictions; and

WHEREAS through this consortium the Counties can become a partner with other county and tribal consortiums, and Montana and United States Government agencies in the Interoperability Montana (IM) project

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the Counties hereto agree as follows:

1. Purpose

This agreement is made and entered into by Sweet Grass, Park, Meagher, Madison and Gallatin counties to re-establish and continue the South Central Montana Interoperability Consortium, hereinafter referred to as SCMIC or the "Consortium". The

efforts undertaken under this agreement are a direct continuation of the efforts originally undertaken under letter of intent dated May 21, 2004 and subsequently continued and expanded under a Memorandum of Agreement dated September 6, 2005. The intent of this Consortium will be to communicate, plan and coordinated with response entities and government officials in order to promote and enhance interoperable communications within and between the Counties and with their public and private partners. The purpose of SCMIC is to promote wireless communications interoperability within the Consortium and with such other entities as may be determined to be appropriate while acting as an active, working partner with other consortia throughout the State in efforts to:

- a. Maximize the ability of public safety responders and officials, together with other properly authorized persons, to communicate seamlessly with all systems or products which may be in use with an absolute minimum of special effort.
- b. Facilitate wireless communications interoperability aimed at achieving the ability for public safety officials to share information via voice and data signals on demand, in real time and when needed.
- c. Seek to establish a public safety radio communications system throughout Montana based upon technology that will be compliant with standards developed by the Statewide Interoperability Executive Council (SEIC), a shared system of systems and a wide-area system for use by authorized personnel working in the interests of public safety.
- d. Assist in development and implementation of a migration plan for communications enhancement that identifies the steps and processes necessary for each participating entity. This system will combine P25 trunked and P25 digital/analog conventional technologies to provide interoperable communications among P25 narrow band, digital trunked and legacy users.
- e. Procure and utilize to the maximum extent possible equipment that is compatible and will integrate with infrastructure equipment deployed in the Southwest Interoperability Project (Concept Demonstration Project #1) and the Northern Tier Interoperability Project (Concept Demonstration Project #2). Such equipment will be capable of operating narrow band in the VHF frequency range and will use a protected, high-capacity, digital microwave backbone for voice and data interconnect traffic.

2. Objectives

The ultimate objective of the Consortium is to optimize the development, deployment and utilization of voice and data communications collectively for the participants and individually for each of the members, consistent with available resources. In so doing, the Consortium will foster joint consideration of matters relating to system management and governance; operational procedures; maintenance; training; and exercising as well as those matters relating to the technological objectives of the system. Every effort will be made to keep neighboring jurisdictions informed as to progress and intentions of the Consortium and its members and to consider the perspectives of such entities when formulating plans and carrying out projects.

3. Administration

This agreement shall be effective from the date of execution and remain in effect until mutually terminated as set forth herein. The Agreement may be modified through mutual agreement of all of the participating Counties. Any modification to this agreement shall be confirmed in writing prior to performance of the change. No participating jurisdiction is obligated to fund any changes or incur any obligations not properly approved in advance. Each County shall designate in writing a primary representative and an alternate representative. The primary representative will serve as a member of the Governing Board, as set forth in Paragraph 4. The alternate representative will fulfill the duties of that County's primary representative in the event of incapacitation or absence of the primary representative. Changes to representation may be made at any time, in writing, by the Board of County Commissioners involved.

4. Organization

Gallatin, Madison, Meagher, Park and Sweet grass County are full and equal partners within the Consortium. A Governing board consisting of the designated representatives of each participating county will be responsible for policy formulation and, through the Project Director, for activities of the Consortium in pursuit of the purposes and objectives as outlined herein.

a. Governing Board: The primary function of the Governing Board is to formulate policy and establish Consortium priorities consistent with this agreement. In furtherance of that duty, the Board shall annually elect a Chairman to preside over Board meetings, administer Board activities and supervise maintenance of its records. The Governing Board shall be empowered to seek funding; enter into formal agreements on behalf of the Consortium; select and direct the Project Director in his or her activities on behalf of SCMIC; and to contract for administrative and support services necessary to carry out its responsibilities, consistent with available resources. The Governing Board shall meet at least monthly, either in person or by real-time electronic conferencing, and at the call of any of its members. Meetings and records of meetings will conform to Title 2, MCA. Activities of the Consortium and of the Governing Board itself will be governed by a set of by-laws, ratified and maintained by the Governing Board and shall be in accordance with the authority granted the South Central Montana Interoperability Consortium by the Boards of County Commissioners of the participating Counties in this and other applicable documents.

b. Project Director: Day to day activities of the Consortium shall be administered and supervised by a Project Director elected annually by majority vote of the Governing Board. The Project Director may be a member of the Governing Board. If the Project Director is not a named representative of one of the participating Counties as set forth in Paragraph 3, he or she shall attend Board meetings, subject to the pleasure of the Board, but shall have no vote in the decisions of the Board. The Project Director will act as a primary point of contact for matters relating to the Consortium as a whole and as Chief Executive Officer of SCMIC, responsible to the Governing Board for its routine operation. He or she will act in accordance with the expressed policy and decisions of the Board; execute documents and contracts approved by the Governing Board; and provide coordination between and within the Consortium and such governmental and private firms or contractors as may be engaged in funding, design, management and

deployment of Consortium projects and Interoperable Montana. The Project Director will serve as a member of the Project Directors Board of Interoperability Montana (IMPD) as the SCMIC designated representative. The Project Director shall perform such other duties as may be assigned by the Governing Board.

5. Accounting and Financial Procedures

The capital and operating funds necessary to carry out the purpose and objectives of this Agreement will, in all likelihood be varied as to source and quantity. Portions of this effort will be carried out by the individual counties themselves, while other capabilities may be realized through efforts undertaken as a consortium and/or as part of SCMIC participation in Interoperable Montana or other joint ventures. SCMIC has no authority to independently establish a budget, own property, levy taxes or indebt the Consortium or any of its members. Nothing in this agreement is intended to preempt the lawful rights and responsibilities of the local governments involved. Every effort shall be made, however, to coordinate activities conducted in furtherance of the overall goal of communication interoperability through the consortium and to keep all participating jurisdictions and agencies fully apprised of the projects and intentions of the individual counties that are members of this consortium.

Joint administrative and operating expenses of the Consortium may be determined and assessed by the Governing Board subject to ratification by each of the County Boards of Commissioners. Recognized standard budgeting and accounting practices will be followed.

Joint procurement and contracting procedures undertaken by the Consortium will be done on behalf of the participating counties. Such efforts must meet the requirements of Montana Code Annotated and other applicable state and federal regulations. All such commitments on behalf of the members of SCMIC must receive formal ratification by each of the Boards of County Commissioners participating in this agreement and the Governing Board shall make every effort to keep the county authorities apprised of the progress of such commitments as they develop in order to allow adequate time for investigation, debate and decision within the counties themselves.



6. Duration and Termination

This agreement is effective upon signature by all of the parties. It will remain in effect until terminated under the provisions set forth herein. Each participating County may terminate this agreement upon one hundred eighty (180) days written notice of such termination to the Governing Board. Alternatively, the Governing Board may elect to terminate the agreement by three-fifths vote of all the members.



Signatures

By signature hereon, the undersigned agree on behalf of the county they represent to support and participate in the activities of the South Central Montana Interoperability Consortium (SCMIC) as set forth in this Agreement:



For Sweet Grass County:


 Kerry O'Connell, DES Coordinator 10-5-07
 _____ Date

 Philip L. Matheway, Chairman 10/5/07
 _____ Date
 Sweet Grass County Board of Commissioners



For Park County:


 Peggy Glass, 9-1-1 Center Director 8-28-07
 _____ Date

 Larry Lahren, Chairman 8-28-07
 _____ Date
 Park County Board of Commissioners



For Meagher County:


 R. E. Seidlitz, Sheriff & DES Coordinator 08/16/07
 _____ Date

 Jamie Doggett, Chairman 8/14/07
 _____ Date
 Meagher County Board of Commissioners

For Madison County:


 Frank R. Ford, Communications Coordinator 14 Aug 2007
 _____ Date

 David Schulz, Chairman 8-14-07
 _____ Date
 Madison County Board of Commissioners

For Gallatin County:


 Ben Hess, Gallatin County 9-1-1 Director 10/5/07
 _____ Date

 Joe Skinner, Chairman 9/24/07
 _____ Date
 Gallatin County Board of Commissioners