

INTERLOCAL AGREEMENT
FOR THE MAINTENANCE AND MANAGEMENT OF
THE CITY-COUNTY BUILDING AND THE LAW AND JUSTICE CENTER

THIS AGREEMENT is made and entered into by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and **LEWIS AND CLARK COUNTY, MONTANA**, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “County,” collectively referred to as “Parties.”

RECITALS

1. On or about the ____ of December, 2018, the Parties jointly purchased certain real property with the street addresses of 404-406 Fuller Avenue in Helena Montana, hereinafter referred to as the “Law and Justice Center” and more specifically described in Exhibit A which is hereby incorporated into this Agreement by reference.
2. The Parties also jointly own, as joint tenants, certain real property with the street address of 316 North Park Avenue in Helena, Montana, hereinafter referred to as the “City-County Building” and more specifically described in Exhibit B which is hereby incorporated into this Agreement by reference.
3. The Law and Justice Center and the City-County Building will collectively be referred to as “Properties.”
4. The Properties are used by the Parties to house various City and County departments that serve city and county residents.
5. The Parties now wish to enter into a joint Interlocal Agreement to outline rights, duties, obligations, and responsibilities of the Parties with respect to the Properties.

AGREEMENT

Pursuant to the authority granted by Mont. Code Ann § 7-11-104 the parties hereto agree as follows:

1. **Purpose:** The purpose of this Agreement is to establish the rights, duties, obligations, and responsibilities of each party to this Agreement with respect to the Properties.
2. **Effective Date:**
 - a. This Agreement will become effective with respect to the Law and Justice Center upon the sale closing date.
 - b. This Agreement will becomes effective with respect to the City-County Building upon the completion of the dissolution of the City-County Administration Building Inc.

3. Duration: This agreement will remain in place until such time as when the Parties no longer jointly own the Properties or choose to terminate this agreement.

4. Fiscal Agent:

- a. The City will be the fiscal agent with respect to the Properties and will provide all the necessary administrative and accounting services. The Properties' financial information will be audited at the same time as the city undergoes its regular audits.
- b. The City will maintain a separate account and prepare a separate budget for each property.

5. Financing and Budget:

- a. *Budget Components:* The budget for the maintenance and administration of the Properties will consist of the following:
 - i. the rental fees collected from all tenants;
 - ii. such additional appropriations as approved by the City Commission and County Commission from time to time.
- b. *Rental Fee Setting:* The City's Facilities Superintendent will establish rental rates for each property on an annual basis as part of each property's annual budget. The proposed rates must be signed off on by the City Manager and the County Administrator prior to taking affect.
- c. *Budget Approval:* The City's Facilities Superintendent will present the proposed budget for each property for approval by the City Commission and the County Commission following a joint City-County public meeting. The proposed budget presentation for each property must include the following:
 - i. the rental fee for each property.
 - ii. changes to the square footage allocations within the Properties for use by the City, County, and third parties.
 - iii. proposed maintenance and improvement projects.
 - iv. proposed acquisitions of tangible property.
 - v. recommended budget priorities.
 - vi. recommended financing for each proposed project or acquisition.
 - vii. proposed policies and procedures for operation of each property.
- d. *Budget Amendments:* All mid-year budget amendments are subject to approval by the City Commission and the County Commission.
- e. *Loan Financing:* If any project or purchase proposed by the City's Facilities Superintendent is recommended to be financed through a loan, the City and

County will jointly determine which entity will be responsible for securing the loan. Loan payments will be paid from the budget of that property for the benefit of which the loan was taken out to the entity that secured the loan.

- 6. Contractual Agreements:** The City will enter into any contractual agreements necessary for operation, administration, maintenance, or improvement of the Properties following the City's procurement process. All bid awards are subject to approval by the City Commission.
- 7. Employees:** City's employees will provide the day-to-day janitorial and maintenance services for the Properties under the direction and supervision of the City's Facilities Superintendent. These employees will be considered City employees at all times. If additional employees are required, the City's process must be followed for requesting additional staff through the City's annual budget setting process. Any such employees will be hired through the City's recruitment process and will be City employees. The maintenance services provided by the City for the Properties will be charged to the applicable property's budget at the rate set by the City.
- 8. Subleases to Third Parties:** The City's Facilities Superintendent may recommend subleasing such portion of each property as may be appropriate to third parties. All subleases must be in writing and approved by the City Commission and the County Commission following a joint City-County public meeting before any portion of either property may be subleased. All sublease agreements must contain provisions with respect to the tenant's rights and responsibilities regarding leasehold improvements.
- 9. Insurance:** The City will insure the Properties. Insurance for the Properties must include coverage for any tangible property located within the Properties owned jointly by the City and the County. Insurance premiums will be paid out of each property's respective budget.
- 10. Liability:** The Parties will be jointly and severally liable for any and all losses, damages, liability, and causes of action of any kind or character, including the defense thereof, occasioned, growing out of, or in any way arising from the Parties' participation in this Agreement, including any claims brought by third parties.
- 11. Records Access and Retention:** Parties agree to provide to each other access to any records created, obtained, or maintained by the Parties with respect to the Properties.
- 12. Supersedes all Prior Agreements:** This Agreement replaces and supersedes any and all prior agreements between the Parties with respect to the Properties.
- 13. No Assignment, Transfer, or Delegation:** Neither Party may assign, transfer, or delegate, their rights, duties, or obligations pursuant to this Agreement without prior express written consent of the other Party.
- 14. Amendments in Writing:** All amendments to this Agreement must be in writing and

executed by all parties to this Agreement and are subject to approval by the City Commission and the County Commission following a joint City-County public meeting prior to taking effect.

15. Termination of Agreement: So long as the Properties are jointly owned by the Parties, this Agreement can only be terminated upon the written agreement of both Parties.

16. Governing Law and Venue: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

17. Headings: The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.

18. Severability: If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the part held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

FOR THE CITY OF HELENA, MONTANA

By: _____
Dennis M. Taylor, Interim City Manager

APPROVED AS TO FORM:

By: _____
Thomas J. Jodoin, City Attorney

ATTEST:

By: _____
Debbie Havens, City Clerk

STATE OF MONTANA)

:ss

COUNTY OF LEWIS AND CLARK)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Dennis M. Taylor and Debbie Havens**, Helena City Manager and City Clerk, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same in such capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Carey M. Kaufman
Notary Public for State of Montana
Residing at Helena, Montana
My Commission expires 01/30/2022.

FOR THE LEWIS AND CLARK COUNTY, MONTANA

By: _____
Andy Hunthausen, Commission Chairman

ATTEST:

By: _____
Paulette DeHart, Clerk & Recorder

Exhibit A
Law & Justice Center Legal Description

Lots 1-3, the west 24.8 feet of Lot 4, as shown on the Certificate of Survey filed under Doc. No. 308195, and Lots 5-7, all in Block 404 of the Original Townsite of Helena;

That certain strip of land lying between the east line of Lot Number Seven (7) in said Block Number Four Hundred Four (404) of the Original Townsite of said City of Helena. Lewis and Clark County. Montana. and the west line of Fuller Avenue, as now used, and particularly described as follows, to-wit: Beginning at a point 98/100 feet east of the southeast corner of said Lot Number Seven (7) in Block Number Four Hundred Four (404), as said lot is numbered, designated and described on the plat of said Townsite. and from said point of beginning running west to said southeast corner of said Lot Number Seven (7); thence running northerly along the easterly boundary line of said Lot Number Seven (7) to the northeast corner of said Lot Number Seven (7); thence east along the north line of the Helena Townsite 10.3 feet to the west boundary line of Fuller Avenue as now laid out; thence southwesterly along the west boundary line of Fuller Avenue as now laid out. 93.83 feet to the place of beginning, being all that certain strip of ground formerly comprising a part of Fuller Avenue, lying between the east boundary line of said Lot Number Seven (7) and the west boundary line of Fuller Avenue as now laid out and used. (Ref: 38 Deeds, page 7) And also shown on the Certificate of Survey filed under Doc. No. 308196;

All that portion of what is known as Lot Number Twenty-five (25) of the Henry Thompson Placer Mining Claim in Government Lot No. Three (3). being in the northwest one-quarter of the southwest one-quarter (NW1/4SW1/4) of Section Thirty (30), Township Ten (10) North. Range Three (3) West. M.P.M., in said City of Helena. Lewis and Clark County. Montana, lying west of the west line of Fuller Avenue, as now used, and particularly described as follows, to-wit: Beginning at a point 10.3 feet east of the northeast corner of said Lot Number Seven (7) in Block Number Four Hundred Four (404) of the Original Townsite of Helena. which point is situated on the west side of Fuller Avenue as now used and is northeast corner of the parcel of ground conveyed by said City of Helena last above described; thence running west along the north line of said Helena Townsite. 106.8 feet, thence running west along the north line of said Helena Townsite. 106.8 feet, more or less. to the easterly boundary line of the alley immediately west of the property hereby conveyed; thence running N. 5°30" E. along the easterly boundary line of said alley. 76 feet, more or less. to the northerly boundary line of said Lot Number Twenty-five (25) of said Henry Thompson Placer Mining Claim; thence running S. 77°50" E. along the north line of said Placer Lot Number Twenty-five (25), to the west line of Fuller Avenue as now used; thence southwesterly along the west line of Fuller Avenue as now used. 46.2 feet, more or less, to the place of beginning. (Ref: 229 Deeds. page 102) And also shown on the Certificate of Survey filed under Doc. No. 308196;

That portion of Placer Lot Number Fourteen (14) of the Henry Thompson Placer Mining Claim in the City of Helena. Lewis and Clark County. Montana, lying west of the west line of Fuller Avenue as now used and described as follows. to-wit: Beginning at a point on the west side of Fuller Avenue north of and adjoining the land hereby conveyed in Placer Lot Number Twenty-five (25) as above described, which point is 139.48 feet north of a point 98/100 feet east of the southeast corner of said Block Number Four Hundred Four (404) of the Original Townsite of Helena, as described in that certain deed from the City of Helena to John B. Sanford and Christmas G. Evans hereinabove referred to; running thence northerly along the west line of Fuller Avenue as now used, 12.02 feet, more or less, to the southeast corner of a certain tract of land conveyed by John N. Glass. Trustee, to Bertha M. Evans, et al, dated July 30, 1921, and recorded August 5. 1921 in Volume Ninety-one (91) of Deeds, page Two Hundred Eighty-one (281), records of said Lewis and Clark County; thence running northwesterly parallel with the said north boundary line of said Lot Number Twenty-five (25) of said Henry Thompson Placer Mining Claim, 106.8 feet, more or less, to the east line of said alley lying immediately west of the property hereby conveyed; thence running southerly along the said east line of said alley, 12.02 feet, more or less, to the said north boundary line of said Lot Number Twenty-five (25) of said Henry Thompson Placer Mining Claim; thence running southeasterly along said north boundary line of said Lot Number Twenty-five (25), 106.8 feet, more or less, to the place of beginning. (Ref: 229 Deeds. page 102) And also shown on the Certificate of Survey filed under Doc. No. 308196;

Those certain tracts and parcels of land lying in Lot 14 of the Henry Thompson Placer Claim in the City of Helena. Lewis and Clark County, Montana, which said Lot 14 is particularly described in a certain deed from Henry Thompson to James Rodda and Joseph Pierce recorded in Book "N" of Deeds, page 71, which said parcels are more particularly described by metes and bounds in certain deed from Bertha M. Evans, Margaret C. Evans Scott and Lewis C. Evans to Charles Eybel, recorded in Book 97 of Deeds, page 316, and described as follows, to wit: Beginning at a point on the west side of Fuller Avenue, which point is 151.5 feet north of a point 98/100 feet east of the southeast corner of Block Number Four Hundred and Four (404) of the Original Townsite of Helena, as described in the McIntyre plat of said Townsite on file in the office of the County Clerk and Recorded of said county, said point 98/100 feet east of the southeast corner of said block being at the intersection of the westerly boundary line of Fuller Avenue as now used and the northerly boundary line of Lawrence Street and which point of beginning is also the northeast corner of land belonging to the Montana Life Insurance Company; running thence northerly along the west line of Fuller Avenue 85.5 feet. more or less, to the northeast corner of that portion of said Lot Number Fourteen (14) heretofore owned by John B. Sanford and Christmas C. Evans, and which is also the southeast corner of property in said Placer Lot Number Fourteen (14) on the west side of Fuller Avenue, as now used, now owned by John H. Empson Estate; running thence northwesterly along the north

line of property formerly owned by John B. Sanford and Christmas G. Evans and the south line of property now owned by John H. Empson Estate, 140.6 feet, more or less, to the west line of Placer Lot Number Fourteen (14); thence running southerly along the west line of Placer Lot Number Fourteen (14). 85.5 feet, more or less, to the northwest corner of land now owned by Montana Life Insurance Company; thence running southeasterly along the north line of property now owned by the said Montana Life Insurance Company, 140.6 feet, more or less, to the west line of Fuller Avenue, the place of beginning, and in certain deed from Montana Life Insurance Company, now named Western Life Insurance Company, to said Charles Eybel, recorded in Book 97 of Deeds, page 454, described as follows: Beginning at a point on the west line of Fuller Avenue, a distance of 152.06 feet N. 5°43' E. along the west line of said Fuller Avenue from the southeast corner of Lot 7 in Block 404 of the Original Townsite of the said City of Helena; thence N. 79°25' W. along the north line of said mentioned tract, 120 feet, to the wall at the west end of said tract; thence S. 10 21° E., 23.35 feet; thence S. 89°40' E., 117.15 feet to a point on the west line of said Fuller Avenue which is 150 feet N. 5°43' E. along the west line of said Fuller Avenue from said southeast corner of said Lot 7 in Block 404 of said Original Townsite of the City of Helena;

thence N. 5°43' E., 2.06 feet to the place of beginning, saving and excepting that certain parcel of land described in certain deed to Grand Lodge Ancient Free Accepted Masons of Montana, a corporation, recorded in Book 116 of Deeds, page 73, and saving and excepting all land embraced within the alleyway lying in the rear of these premises, which said alley is more particularly described in a certain final order of Condemnation heretofore made and entered by the District Court of Lewis and Clark County, Montana, in an action entitled "The City of Helena, a municipal corporation, Plaintiff, vs. The Realty Company of Massachusetts, a corporation, et al", said Order having been made on September 16, 1918, and recorded in Book 86 of Deeds, page 565, the property herein described being those certain premises which are bounded on the east by the west line of Fuller Avenue in the City of Helena, as now used, on the north by property described in that certain deed from George Vucanovich and Emily F. Vucanovich to Montana Physicians' Service, a Montana corporation, dated March 23, 1979, and recorded in Book 199 of Deeds, page 592, on the west by the alley above mentioned, and on the south by property formerly owned by said Western Life Insurance Company, and now owned by Montana Physicians' Service of Helena, Montana, a Montana corporation, as shown on the Certificate of Survey filed under Doc. No. 308196; and

A tract of land in Lot 14, sometimes shown as Plat Mark 25B, of the Henry Thompson Placer Mining Claim in the SW 1/4 of Section 30, T. 10 N., R. 3 W., City of Helena, Lewis and Clark County, Montana, described as follows: The tract being more particularly described as beginning at the southwest corner of Placer Avenue and Fuller Avenue, a steel spike; thence N. 78°13' W., 152.8 feet along the south boundary of Placer Avenue to a cross cut in the concrete sidewalk; thence S. 00°30' W., 242.06 feet to a cross cut in the top of a stone wall; thence S. 78°50' E.,

130.5 feet to a steel spike; thence N. 05°43' E., 237.3 feet along the west boundary of Fuller Avenue to the point of beginning. (Ref: 299 Deeds, page 592) And also shown on the Certificate of Survey filed under Doc. No. 308196.

Exhibit B
City-County Building Legal Description

All of Block Four Hundred Two (402) of the Original Helena Townsite in Lewis and Clark County, Montana, as shown on the official map or plat thereof on file in the office of the Lewis and Clark County Clerk and Recorder; together with all improvements located thereon.