

RESOLUTION NO. 6 - 2022

**AN INTERLOCAL AGREEMENT BETWEEN THE FERGUS COUNTY JOINT
RECYCLING DISTRICT AND VEHICLE RECYCLING PROGRAM
AND MUSSELHELL COUNTY**

WHEREAS, in accordance with 75-10-521, powers and duties of county motor vehicle recycling and disposal programs, each county shall acquire, develop, and maintain for free motor vehicle graveyards. The property may be acquired by purchase, lease, or otherwise;

WHEREAS, Central Montana Health District has administered an eight member County program for many years, and effective January 1, 2022, that entity will no longer be engaged in motor vehicle recycling;

WHEREAS, on November 17, 2021, the Central Montana Health District Board voted to get out of the motor vehicle recycling and turn it over to Fergus County and let each individual county determine its own best interests;

WHEREAS, pursuant to Montana Code 75-10-521, Fergus County established through Resolution 4 - 2022 on 2/4/2022, the Fergus County Vehicle Recycling Program;

WHEREAS, Montana Code 75-10-521(2) allows but does not require a district to be formed between two or more counties;

WHEREAS, Montana Code 7-11-102 authorizes 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 provide services and facilities . . . that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Fergus County has a designated recycling area, records management staff, vehicle collection staff and equipment which will serve to benefit both Fergus County and Musselshell County.

NOW THEREFORE BE IT RESOLVED under 7-11-104, that, the Fergus County Joint Recycling District and Musselshell County agree to enter into an interlocal agreement with terms proscribed by 7-11-105 as follows:

- (a) Duration shall be annual. The parties shall review this Interlocal Agreement on an annual basis.

(b) There is no new legal entity created herein. The parties to this Interlocal Agreement for services only are Fergus County and Musselshell County.

(c) The purpose of this Interlocal Agreement is to provide junk vehicle recycling and disposal programs as set out in 75-10-521.

(d) Financing of the Interlocal Agreement shall be through reimbursement or direct payment of monies to Fergus County for providing the services set out above. All invoices or payee directives shall be promptly provided to Fergus County for approval and payment. The parties hereto agree that all funds received from the State Department of Environmental Quality for the motor vehicle recycling program attributable to Musselshell County will be allocated to the Fergus County recycling program.

(e) Each party hereto shall give the other party at least 180 days written notice of intent not to renew. This Interlocal Agreement is at will and no cause to withdraw need be given. Property disposal and pro rata division of any unearned proceeds and unpaid invoices shall be determined using both parties' best efforts under the implied covenants of good faith and fair dealing.

(f) This Interlocal Agreement is for services only and is not a joint undertaking. Therefore, this Interlocal Agreement will be reviewed annually as set out above and may be supplemented, amended, or revised by written agreement of the parties. However, Musselshell County's oversight is strictly limited to terms of the Interlocal Agreement.

(g) Musselshell County will not be involved in administration or day-to-day operations. Therefore, nothing in this Interlocal Agreement contemplates joint ownership between the parties of acquiring either real or personal property.

(h) As set out above, Fergus County shall be solely responsible for reports and payment of retirement contributions pursuant to 19-2-506. Musselshell County, in addition to not owning any real or personal property, will also not be deemed to be an employer for a Fergus County employee.

(i) Please see (h) above.

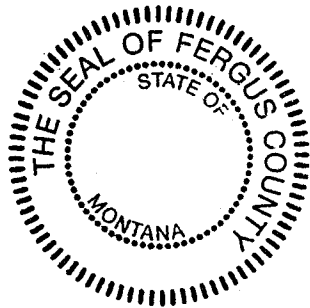
(j) At this time there are no other necessary and proper matters.

BE IT FURTHER RESOLVED that each County shall review this Agreement not less than annually; and

BE IT FURTHER RESOLVED that under 7-11-106 this Interlocal Agreement must be filed with the Clerk and Recorder of both Fergus County and Musselshell County.

PASSED AND APPROVED this 4th day of February 2022.

FERGUS COUNTY BOARD OF COMMISSIONERS:



ATTEST:

Janel J. Tucek
Janel J. Tucek
Clerk & Recorder

Sandy Youngbauer
Sandy Youngbauer
Carl Seilstad
Carl Seilstad
Ross Butcher
Ross Butcher

PASSED AND APPROVED this 4th day of February 2022.

MUSSELSHELL COUNTY BOARD OF COMMISSIONERS:

ATTEST:

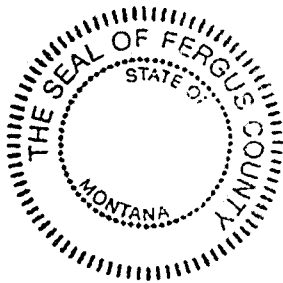
Cheryl Tomassi
Clerk & Recorder

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ATTEST:

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Michael Guidry
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