

1. Agenda

Documents:

[7-8-2020 SM.PDF](#)

2. Meeting Materials

Documents:

[07-08-2020 AGENDA DOCS.PDF](#)

Cascade County
Special Commission Meeting
July 8, 2020 @ 9:30 a.m.
Courthouse Annex
Via Zoom

*Please note the Agenda order is tentative and subject to change by the Board without prior notice.
Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.
Public comment during public participation is limited to a maximum seven (7) minutes.*

Call to Order

Chairman James L. Larson

Pledge of Allegiance

- 1. Motion to Approve or Disapprove:
Bid and Contract Award for ExpoPark Watermain Replacement Project.**

- 2. Motion to Approve or Disapprove:
Bid and Contract Award for Remediation of Lead-based Paint, Asbestos and Mercury of the Former Cascade County Jail.**

- 3. Motion to Approve or Disapprove:
Interlocal Agreement between the Town of Belt and Cascade County for the Belt Library.**

- 4. Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)**

- 5. Adjournment.**

Date: 7/8/2020

Agenda # 1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Montana ExpoPark Water Main
Replacement Bid Award**

INITIATED BY: **Cascade County Commission**

ACTION REQUESTED: **Approval of Contract #20-87**

PRESENTED BY: **Brian K. Clifton, Special Projects Manager**

SYNOPSIS:

Cascade County went out to public bid for the possible replacement of a portion of water main at the Montana ExpoPark. The project consists of the replacement of approximately 3000 linear feet of 6-inch and 8-inch water main, valves, fitting, thrust restraints, service/hydrant reconnections, two fire suppression lines, a domestic line to serve the Four Seasons Arena, surface restoration, and miscellaneous items. The base bid was primarily the replacement of a section around and near the Four Seasons Arena, the alternate bid item #1 was primarily a continuation of the water main replacement north of the Four Seasons Arena and continuing around to the back of the racetrack, and the alternate bid item #2 was primarily the area from Four Seasons Arena to the existing meter pit on the west edge of the park. The Invitation to Bid was published in the Great Falls Tribune on June 9, June 14, and June 21 of 2020. Hard copies were available at the County Commission Office located at 325 2nd Ave N in Great Falls and at Big Sky Civil & Environmental located at 1324 13th Ave SW in Great Falls and questions regarding this project were directed to Big Sky Civil & Environmental in Great Falls. A non-mandatory Pre-Bid conference for this project was held at the jobsite at 9:00 a.m. on Wednesday, June 17, 2020. Sealed bids were due on Thursday June 25, 2020 at 1:30 pm in the Cascade County Commissioners Office. Bids were then publicly opened and read aloud. Bids were provided by Geranios Enterprises Inc and Ed Boland Construction, both of Great Falls, MT. Geranios Enterprises Inc. delivered a base bid of \$299,856, alternate bid item #1 bid of \$203,037, and alternate bid item #2 bid of \$229,440 for a total bid of \$732,333.00. Ed Boland Construction delivered a base bid of \$143,708, alternate bid item #1 bid of \$85,168, and alternate bid item #2 bid of \$112,616 for a total bid of \$341,492.

RECOMMENDATION:

Cascade County Staff and BSC&E, after reviewing bid proposals for the proposed water main replacement at the Montana ExpoPark located at 400 3rd St NW, Great Falls, MT 59404, recommends awarding the contract to Ed Boland Construction of Great Falls, MT for the base bid and both alternative bid items for a total cost to Cascade County of \$341,492 and approve staff of utilizing a not to exceed contingency of \$68,300 (approximately 20%) for a total project cost of \$409,792.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

“I move the Cascade County Commission **APPROVE** Contract #20-87: bid proposal from Ed Boland Construction for the water main replacement at the Montana ExpoPark, located at 400 3rd St NW, Great Falls, MT. 59404, for a total cost of \$341,492, approve staff utilizing a not to exceed contingency \$68,300, for a total project cost of \$409,792 and instruct staff to complete the contract process.”

MOTION TO DISAPPROVE:

“I move the Cascade County Commission **DISAPPROVE** Contract #20-87: bid proposal from Ed Boland Construction for the water main replacement at the Montana ExpoPark, located at 400 3rd St NW, Great Falls, MT. 59404, for a total cost of \$341,492, approve staff utilizing a not to exceed contingency \$68,300, for a total project cost of \$409,792 and instruct staff to complete the contract process.”



June 29, 2020

Mr. Brian Clifton, Special Projects Coordinator
Cascade County
325 2nd Ave N, Room #103
Great Falls MT 59401

RE: Award Recommendation – Cascade County Expo Park Watermain Replacement

Dear Mr. Clifton,

Big Sky Civil & Environmental (BSCE) reviewed and considered the bid packages for the aforementioned project. We tabulated the bids and verified unit bid items and total costs. There were no mathematical errors, meaning the bid totals as read aloud during the 6/25/20 public bid opening were accurate.

Bids were submitted by Ed Boland Construction, Inc. and Geranios Enterprises, Inc. Both submitted bids omitted items that were required as detailed within the project documents; however, following a review by the County Attorney's office, it was determined that Geranios Enterprises, Incorporated's bid is considered deficient due to the omission of a Bid Bond while Ed Boland Construction's bid could be considered acceptable pursuant to Section 19.01 of the Instructions to Bidders (refer to the attached County Attorney determination for additional information). Therefore, the only responsible bidder was determined to be Ed Boland Construction, Inc., with a total base bid amount of \$143,708.00, corrected Additive Alternate #1 bid amount of \$85,118.00, and an Additive Alternate #2 bid amount of \$112,616.00.

BSCE contacted Montana's Department of Labor & Industry and found that, at the time of bidding, both bidders are properly registered and neither of the bidders are included on the debarred list of the Federal Excluded Parties List.

BSCE hereby recommends that award be made to Ed Boland Construction, Inc. for the subject project, including both Additive Alternates subject to funding availability. BSCE will prepare a Notice of Award for the County's signature following your review and concurrence as well as the County's determination on overall scope of award. We will then formally issue the Award and the unsigned Agreement, together with a request that the Contractor sign the Agreement and obtain the required certificates of insurance, Payment Bond, and Performance Bond for the additional work.

Attached hereto are the Certified Bid Tabulations and completed Bid Recorder's Sheet.

If you have any questions, please feel free to call us at (406) 727-2185.

Respectfully,

Kevin May, P.E.
Big Sky Civil & Environmental, Inc.

encl.

19DG - Expo Park Watermain Replacement Project

Engineer's Certification: *R. J.*

Date: 6/25/20

Base Bid

| Item No. | Item | Est. Quantity | Unit | Ed Boland Const. Inc. | | Geranios Enterprises, Inc. | | Engineer's Estimate | |
|----------|--------------------------------|---------------|------|-----------------------|---------------|----------------------------|---------------|---------------------|---------------|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | Mobilization | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | \$ 31,050.00 | \$ 31,050.00 | \$ 7,000.00 | \$ 7,000.00 |
| 2 | 8-inch PVC watermain | 484 | LF | \$ 92.00 | \$ 44,528.00 | \$ 191.00 | \$ 92,444.00 | \$ 89.00 | \$ 43,076.00 |
| 3 | 6-inch PVC Fire line | 330 | LF | \$ 91.00 | \$ 30,030.00 | \$ 293.00 | \$ 96,690.00 | \$ 89.00 | \$ 29,370.00 |
| 4 | 2-inch Type K Copper WS | 70 | LF | \$ 75.00 | \$ 5,250.00 | \$ 202.00 | \$ 14,140.00 | \$ 60.00 | \$ 4,200.00 |
| 5 | AC Removal & Replacement | 970 | SY | \$ 38.00 | \$ 36,860.00 | \$ 60.00 | \$ 58,200.00 | \$ 50.00 | \$ 48,500.00 |
| 6 | Concrete Removal & Replacement | 12 | SY | \$ 95.00 | \$ 1,140.00 | \$ 108.00 | \$ 1,296.00 | \$ 108.00 | \$ 1,296.00 |
| 7 | Exploratory Excavation | 4 | HR | \$ 225.00 | \$ 900.00 | \$ 259.00 | \$ 1,036.00 | \$ 500.00 | \$ 2,000.00 |
| 8 | Misc. Bid Items | 5000 | EA | \$ 1.00 | \$ 5,000.00 | \$ 1.00 | \$ 5,000.00 | \$ 1.00 | \$ 5,000.00 |
| Total | | | | | \$ 143,708.00 | | \$ 299,856.00 | | \$ 140,442.00 |

Additive Alternate #1

| Item No. | Item | Est. Quantity | Unit | Ed Boland Const. Inc. | | Geranios Enterprises, Inc. | | Engineer's Estimate | |
|----------|------------------------|---------------|------|-----------------------|--------------|----------------------------|---------------|---------------------|--------------|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 101 | 8-inch PVC watermain | 1,116 | LF | \$ 73.00 | \$ 81,468.00 | \$ 178.00 | \$ 198,648.00 | \$ 72.00 | \$ 80,352.00 |
| 102 | Frost-free hydrant | 1 | LF | \$ 3,200.00 | \$ 3,200.00 | \$ 3,871.00 | \$ 3,871.00 | \$ 3,500.00 | \$ 3,500.00 |
| 103 | Exploratory Excavation | 2 | HR | \$ 225.00 | \$ 450.00 | \$ 259.00 | \$ 518.00 | \$ 500.00 | \$ 1,000.00 |
| Total | | | | | \$ 85,118.00 | | \$ 203,037.00 | | \$ 84,852.00 |

Additive Alternate #2

| Item No. | Item | Est. Quantity | Unit | Ed Boland Const. Inc. | | Geranios Enterprises, Inc. | | Engineer's Estimate | |
|----------|--------------------------|---------------|------|-----------------------|---------------|----------------------------|---------------|---------------------|---------------|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 101 | 8-inch PVC watermain | 960 | LF | \$ 87.00 | \$ 83,520.00 | \$ 190.00 | \$ 182,400.00 | \$ 90.00 | \$ 86,400.00 |
| 102 | AC Removal & Replacement | 742 | SY | \$ 38.00 | \$ 28,196.00 | \$ 62.00 | \$ 46,004.00 | \$ 50.00 | \$ 37,100.00 |
| 103 | Exploratory Excavation | 4 | HR | \$ 225.00 | \$ 900.00 | \$ 259.00 | \$ 1,036.00 | \$ 400.00 | \$ 1,600.00 |
| Total | | | | | \$ 112,616.00 | | \$ 229,440.00 | | \$ 125,100.00 |

Note: Ed Boland Const. Additive Alternate #1 displays an incorrect Bid Amount for Item #103 and Additive Alternate #1 total bid amount due to math error with unit price of \$225/hr exploratory excavation. Per Article 14 of the Instructions to Bidders, correct total bid amount shall be corrected to \$85,118.

Bid Opening Checklist
Cascade County – Expo Park Watermain Replacement
Cascade County Commission Chambers
1:30 p.m., June 25, 2020

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|---|--|--------------------------------------|--|--|--|--------------------------|-------------------------------------|-------------------------------------|
| BIDDER NAME | Bound Contract Document in Bid Package (Y/N) | 10% Bid Bond enclosed (Y/N) | Aff. of non- collusion signed (Y/N) | Cert of non- segregated facilities signed (Y/N) | Acknowledge receipt of all addenda on bid form and/or envelope (Y/N) | Base Bid Amount | Additive Alternate #1 Bid Amount | Additive Alternate #2 Bid Amount |
| Ed Boland Construction #2133 | Y | Y | N | N | N/A | \$ 143,708 ⁰⁰ | \$ 85,168 ⁰⁰ | \$ 112,616 ⁰⁰ |
| Geranios Enterprises, Inc. 153487 #153847 En | Y | N | Y | Y | N/A | \$ 299,856 ⁰⁰ | \$ 203,037 ⁰⁰ | \$ 229,440 ⁰⁰ |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Estimate | | | | | | \$235,000 (Base & Alt 1) | | \$164,400 |

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Interlocal Agreement between Town of Belt and Cascade County Regarding the Belt Library**

INITIATED BY: **Cascade County Commission**

ACTION REQUESTED: **Approval of Contract #20-89**

PRESENTED BY: **Carey Ann Haight, Deputy County Attorney**

SYNOPSIS:

The Town of Belt has an interest in assuming the management of the Belt Library. The library is funded with Rural County Mills. Cascade County currently owns the building, its contents, and the property on which the library is situated in the Town of Belt. The lead librarian and substitute librarian are both employees of Cascade County, both are part-time positions with the lead librarian working enough hours to qualify for full benefits, including county health insurance.

Since February 2020, the Deputy County Attorney and one Commissioner have had several meetings with the Chairwoman of the Library Board of Trustees, the Mayor of Belt, the lead librarian, and the Library Board. Several Belt Town aldermen attended a Belt Library Board meeting and listened to the discussions regarding this proposal.

An Interlocal Agreement, Quit Claim Deed, and Bill of Sale was prepared by the Deputy County Attorney and provided to the Belt Town Council for review. The Town Council met on June 17, 2020 to review the draft Interlocal Agreement and voted to 5-1 to proceed with a Resolution at their July meeting. On July 1, 2020 the Belt Town Council voted 5-1 in favor of Resolution #705 to sign an agreement [Interlocal Agreement] with Cascade County and assume full operations, ownership, maintenance and administrative function of the Belt library.

The Mayor has informed the County and the lead librarian that the Town is not required to competitively advertise the position. The lead librarian need only complete an application, so the information is on file. The Town of Belt can provide health insurance through the Montana Municipal Interlocal Authority (MMIA) and the librarian's contributions to the Montana Public Employees Retirement System (PERS) will remain intact.

Under the Interlocal Agreement, all citizens of Cascade County shall continue to have access to the Belt Library; and the Board of Cascade County Commissioners will have the opportunity to appoint two members to the Library Board of Trustees. Additionally, Cascade County will continue to assess the rural mills for libraries and provide \$51,000 to the Town of Belt in two payments for the purposes of operating and maintaining the library – its building, property, contents and staffing. A Bill of Sale memorializing the sale of the building, its contents and land for One Dollar (\$1.00) to the Town of Belt and a Quit Claim Deed have been prepared as part of this action.

Date: July 8, 2020

Agenda # 3

RECOMMENDATION:

The Cascade County Attorney's Office recommends the Board of Cascade County Commissioners approve Contract 20-89 and transfer the ownership and all maintenance and operations of the library to the Town of Belt.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 20-89: an Interlocal Agreement between Cascade County and the Town of Belt transferring all maintenance and operations of the Belt Library to the Town of Belt including a bill of sale for the library assets and a Quit Claim Deed for the real property to the Town of Belt."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 20-89: an Interlocal Agreement between Cascade County and the Town of Belt transferring all maintenance and operations of the Belt Library to the Town of Belt including a bill of sale for the library assets and a Quit Claim Deed for the real property to the Town of Belt."

INTER-LOCAL AGREEMENT

This AGREEMENT, effective July 17th, 2020, is entered into by and between the TOWN OF BELT a municipal corporation of the State of Montana, herein after called the "TOWN", and the COUNTY OF CASCADE, MONTANA, herein called the "COUNTY".

Recitals

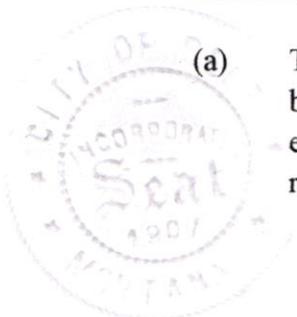
WHEREAS the TOWN and COUNTY have cooperated in operation of a public library in the Town of BELT since at least 1998; and

WHEREAS the TOWN and COUNTY desire to clarify the terms under which the the TOWN and COUNTY will continue to cooperate in the library operation, both parties wish to enter into an Interlocal Agreement in accordance with Montana Code Annotated (MCA) Title 7, Chapter 11, Part 1, and MCA Title 22, Chapter 1, Part 3 for the purpose of operation and maintaining the Belt Library.

Agreement

The TOWN and COUNTY hereby agree to operate and maintain the BELT Library herein called "LIBRARY", in accordance with the following:

1. **DURATION:** This Agreement is entered into for the fiscal year 2020-2021, effective July 17, 2020, after which it will be automatically renewed each year on July 1 on the same terms unless otherwise mutually amended in writing, or terminated as herein provided.
2. **SEPARATE LEGAL ENTITIES:** The operation of the LIBRARY is presently governed by a Board of Trustees, the precise organization, composition, and nature of which is set forth in Paragraph 8 of this Agreement and must comply with MCA Sections 22-1-309 and 22-1-317. It is not contemplated or intended by the parties that any separate legal entity, other than the previously established Board of Trustees, shall be created by this Agreement.
3. **PURPOSE:** The purpose of this Agreement is to provide a basis for cooperation between the TOWN and COUNTY which will result in equitable and free library services to all residents of Cascade County, Montana, and to provide a means of funding and administering the operation and maintenance of the LIBRARY pursuant to the laws of the State of Montana.
4. **FINANCING:**
 - (a) The LIBRARY Board of Trustees ("Board of Trustees") shall submit its operational budget to the Town Council. The budget will be submitted prior to the beginning of each fiscal year and in sufficient time for the Town Council to include the recommended budget in their annual budget considerations;



- (b) The COUNTY shall provide \$51,000 annually for library operations – to be used for librarian salaries and benefits, maintenance of the building and property, utilities, internet connectivity, and for purposes of maintaining the collections;
 - (c) Pursuant to MCA Section 22-1-316(3), the TOWN and COUNTY may impose a mill levy sufficient to increase the amount of the LIBRARY budget for inflation, pursuant to MCA Section 15-10-420;
 - (d) This Agreement will be amended to comply with any statutory change enacted by the Montana Legislature for support of libraries;
 - (e) To assist with communication and tracking of the funds, the COUNTY’S annual contribution shall be paid to the Town of Belt and delivered to the TOWN’S treasurer for deposit in the BELT LIBRARY fund. This COUNTY money shall not be used for any purpose except those authorized by the Board of Trustees for LIBRARY operations, administration, maintenance, and services as provided by the laws of the State of Montana;
 - (f) The terms of this Agreement shall in no way prevent either party from providing additional funding to the LIBRARY from sources other than mill levies, i.e. revenue sharing or other grants or funds available to the parties. Contributions of this type are solely at the discretion of the TOWN and shall not be computed in determining the operation costs of the LIBRARY.
 - (g) All public funds for the LIBRARY will be managed by the TOWN. The LIBRARY shall use the TOWN’S tax identification number and the TOWN shall continue to include the LIBRARY in its yearly audits; and
 - (g) The Board of Trustees may establish a library depreciation reserve fund as provided for in MCA Sections 22-1-305 – 22-1-307.
5. **INDEPENDENT CONTRACTOR:** The TOWN represents and warrants that it is an independent contractor and that its employees, agents and subcontractors are not employees of the COUNTY. The Town may not in any manner represent or maintain the appearance of being employees of COUNTY. The TOWN assumes the cost of all personnel required to operate the LIBRARY, and understands that provisions of law, including worker’s compensation, unemployment insurance, wage and hour as well as all applicable taxes for such personnel are the taxes for such personnel are the exclusive responsibility of the TOWN.
6. **BUILDING AND PROPERTY:** In furtherance of the TOWN’S ability to manage and operate the LIBRARY, COUNTY agrees to divest itself of all of its ownership interests in the real and personal property which collectively comprise the LIBRARY. A copy of the fully

executed Quit Claim Deed to the real property and Bill of Sale for all personal property shall be attached hereto and incorporated herein by reference as though fully set forth herein. Accordingly, the Town shall be responsible for providing day-to-day maintenance and all general, substantial, and structural repair for the LIBRARY'S real property, fixtures and personal property

7. **DEPOSITS AND INVESTED FUNDS:** COUNTY recognizes that LIBRARY may have established one or more separate bank accounts not including those with the Cascade County Treasurer, and may have LIBRARY funds invested in CDs or other interest bearing accounts. Regardless of the sum thereof, COUNTY makes no claim to such funds nor does it seek division of such funds as part of any consideration for this AGREEMENT.
8. **TERMINATION:** Either party to this Agreement may terminate the same by giving notice in writing of its intention at least 90 days prior to the beginning of the next fiscal year. Termination shall be effective the last day of the fiscal year in which notice was properly given. In the event termination of this Agreement results in dissolution of the BELT LIBRARY, or at any time the BELT LIBRARY ceases to operate as a LIBRARY, the real property shall be deeded to COUNTY via Quit Claim Deed any of the LIBRARY'S original collection donated by COUNTY shall be returned to the COUNTY. The remainder of the collection shall be returned to the TOWN and all other property, material and equipment acquired by the LIBRARY shall be divided equitably by the Board of Trustees, subject to the approval of the BELT Town Council. This paragraph shall survive termination of the AGREEMENT and the parties acknowledge that the conditions contained in this paragraph are an integral part of the consideration of the AGREEMENT.
9. **ADMINISTRATION:** The Board of Trustees shall be composed of five (5) members: two (2) of whom shall be appointed by the Board of County Commissioners of Cascade County, Montana; two (2) of whom shall be appointed by the Mayor and the BELT Town Council; and the fifth member shall be the Mayor of the TOWN or his designee. A trustee may be removed only by a majority vote of the appointing legislative body, and shall serve in accordance with the following;
 - (a) Trustee's terms of office shall not exceed five (5) years. Initial appointments must be made for 1-, 2-, 3-, 4-, and 5-year terms. Annually thereafter, there must be appointed before July 1 of each year, in the same manner as the original appointments for a 5-year term, a trustee to take the place of the retiring trustee. Vacancies in the board must be filled for the unexpired term in the same manner as original appointments;
 - (b) Trustee shall serve no more than two (2) full terms in succession;
 - (c) Trustee shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from LIBRARY funds;

- (d) Trustees shall meet each June and elect a Chairman and such other officers as they consider necessary for one (1) year terms;
- (e) The Board of Trustees shall have the powers and duties provided by MCA Section 22-1-309, the provisions of which by this reference are incorporated herein; and
- (f) As a tax-supported public library, the Board of Trustees must be aware of and ensure that all laws and regulations which relate to public libraries are properly followed. *See Montana Library Laws, Rules, and Public Library Standards* as a resource on laws specific to governing public libraries in Montana.

10. **INSURANCE:**

- (a) Board of Trustee members: The TOWN shall provide liability protection for the Board of Trustees as a whole. The COUNTY shall provide liability protection for COUNTY appointed individual board members in accordance with the requirements and limitations of the Montana Tort Claims Act and the TOWN shall provide liability protection for the TOWN appointed individual board members, in accordance with the requirements and limitations of the Montana Tort Claims Act. Specifically, the TOWN shall provide liability protection and workers compensation protection for the Chief Librarian, the Substitute Librarian and any volunteers in accordance with the requirements and limitations of the Montana Tort Claims Act;
- (b) TOWN: The TOWN shall provide general and comprehensive liability coverage for any of its obligations under this Agreement. Specifically, the TOWN shall provide and maintain the physical space for the LIBRARY and shall provide comprehensive property and liability insurance for the building. The TOWN shall also insure the contents of the LIBRARY, as to the content's replacement value. Once the LIBRARY is deeded over to the TOWN, the TOWN shall also provide and maintain comprehensive property and liability insurance for the LIBRARY building and property.

11. **HOLD HARMLESS:** The TOWN and COUNTY agree to a mutual indemnification in which each party will indemnify the other for the negligent acts of its employees, agents and/or subcontractors. Each party shall indemnify, hold harmless and defend the other party, at that party's own expense, against any and all claims made for any accident, injury, or damage that occurs in, on, or about the LIBRARY that is caused by an act or omission of that party's employee, agent and/or subcontractors.

12. **MANAGEMENT AND APPLICATION OF LAW:** The LIBRARY Board of Trustees shall oversee and responsibly manage and care for the LIBRARY assets for the good of Cascade County's citizens and shall in general exercise such other powers necessary for the effective use, administration, and management of the LIBRARY, in accordance with applicable Montana Law.
13. **SEPARATE FUNDS:** It is understood that this Agreement relates only to the TOWN and COUNTY'S portion of the LIBRARY'S funds; and that separate funds available to the LIBRARY, including but not limited to coal tax severance funds, LSTA funds, and private or public grants shall not be included in determining the TOWN and COUNTY'S portion of the LIBRARY budget.
14. **LEGAL BASIS:** This Agreement is authorized by the provisions of MCA Section 7-11-104, "Interlocal Agreements."
15. **EXECUTION AND DELIVERY OF COPIES:** Upon authorization and execution by the appropriate authorized of officials in accordance with Montana Law, copies of this Agreement shall be filled in the office of:

(a) The Clerk and Recorder of Cascade County; and

(b) The Secretary of State.

DATED this 1st day of July, 2020

TOWN OF BELT, a Municipal Corporation

By: 
 Mayor


 Town of BELT Clerk

DATED this 1st day of July, 2020

Cascade County:

BOARD OF COUNTY COMMISSIONERS,
 CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Attest

On this ___ day of _____ 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

