

RADIO UPGRADE PROJECT – INTERLOCAL AGREEMENT BETWEEN  
CITY OF MISSOULA  
AND MISSOULA COUNTY

This Interlocal Agreement (Agreement) is made and entered into between the City of Missoula (the “City”) and Missoula County (the “County”), both political subdivisions of the State of Montana. The purpose of this agreement is to define roles and responsibilities of both the City and the County in order to successfully deliver the Radio Upgrade project.

WHEREAS, the City of Missoula’s communications infrastructure is essential to Public Safety and Public Works operations in both the City and the County. The existing equipment is past its service life, manufacturers support and spare parts and support no longer available;

WHEREAS, failures of this equipment would result in the loss of police communications with 911, fire department tactical communications, and public works operational communications;

WHEREAS, during Phase 1 of the Radio Upgrade, the City and County individually purchased Motorola dual band radio equipment in September of 2021 to replace obsolete VHF portable and mobile radios that are now in service;

WHEREAS, there is a Phase 2 that needs to be completed to replace fixed infrastructure equipment located at City and County communications sites as well as purchasing additional equipment to convert additional City and County channels to 800Mhz (altogether referred to as the "Project");

WHEREAS, the City and County have a common interest in delivering a successful Project and desire to enter into this Agreement to memorialize the remaining roles and responsibilities.

Based on the foregoing, the parties agree as follows:

1. DURATION. The duration or term of this Agreement shall be two (2) years from the date of full execution, unless sooner terminated pursuant to section 6 of this Agreement.
2. ORGANIZATION, COMPOSITION AND NATURE OF ANY SEPARATE LEGAL ENTITY CREATED BY THE CONTRACT. The parties agree that a separate legal entity is not created by this Agreement, nor is any joint venture created in any manner. This Agreement does not void or supersede any other existing agreements involving the parties. Both the City and the County are independent units of local government with separate governance bodies.
3. PURPOSE OF INTERLOCAL AGREEMENT. The purpose of this Agreement is to clearly define roles and responsibilities of both the City and County in an effort to successfully deliver the Project. This Agreement is solely intended to memorialize the agreements by the parties to: (1) have the County to purchase radio and communications equipment to be used by the City for communication purposes, and (2) for the City to reimburse the County for such purchases.
4. MANNER OF COOPERATIVE UNDERTAKING AND ESTABLISHMENT OF BUDGET. The parties are responsible for the following financial obligations:
  - a. The City is responsible for all City expenses unless otherwise provided for in this Agreement or by operation by law.
  - b. The County is responsible for all County expenses unless otherwise provided for in this Agreement or by operation of law.

- c. The City agrees to pay an amount not to exceed \$485,000.00 for equipment to migrate PD1 to 800Mhz as well as costs to upgrade radio sites to expected standards along with costs to migrate equipment from City Hall to the Court House to centralize control of the system. The County agrees to pay all costs associated with migrating their sites to 800Mhz and bringing their sites up to expected standards.
- d. The City and County will endeavor to develop the Project within budget. Any additional funding necessary to complete the Project will be negotiated as needed and this Agreement may be amended to account for additional funding needs.
- e. In the next phase of the Project the City and County agree to work together the migrate additional City channels to 800Mhz, including the remainder of the PD channels, the Missoula Fire Department channels and select Public Works channels. The City agrees to pay an amount not to exceed \$367,600.00 for this additional equipment.
- f. The County agrees to submit electronic invoices for the equipment outlined in subsections c. and e. above via email no less than monthly for the Project costs to the City for payment. The City agrees to review and pay the invoices within 30 days of receiving the invoices via ACH payment.
- g. Invoices will be sent to:

City of Missoula Public Works and Mobility  
Attn: Business Finance Manager  
1345 West Broadway  
Missoula, MT 59802  
Email: [publicworks@ci.missoula.mt.us](mailto:publicworks@ci.missoula.mt.us)  
Cc: [hughesk@ci.missoula.mt.us](mailto:hughesk@ci.missoula.mt.us)

Questions regarding ACH Payment information should be directed to:

Missoula County  
Attn: Debb Clark  
6089 Training Drive  
Missoula, MT 59808  
Email: [dclark@missoulacounty.us](mailto:dclark@missoulacounty.us)

and

Missoula County Financial Services  
Attn: Michelle Denman  
200 W. Broadway  
Missoula, MT 59802  
Email: [mdenman@missoulacounty.us](mailto:mdenman@missoulacounty.us)

- 5. MANAGEMENT AND ADMINISTRATION. The parties are responsible for the following management and administrative activities:
  - a. Each party is respectively responsible for the management of its employees.
  - b. The County shall be responsible for administering the contract with Motorola.
  - c. The City and County will jointly review and approve the contract and other agreements.

- d. County staff will manage the procurement and payment of all vendor invoices.
  - e. Upon completion of the Project, the City will be responsible for ownership and maintenance of fixed infrastructure equipment located at City communication sites, located on Waterworks Hill and Horseback Ridge.
6. TERMINATION. This Agreement may only be terminated by mutual written agreement by the Parties.
  7. MANNER OF ACQUITTING, HOLDING AND DISPOSING REAL AND PERSONAL PROPERTY USED IN THE JOINT UNDERTAKING. After the City has completed payment to the County, the City will own all equipment and is responsible for any repair and maintenance on said equipment.
  8. RETIREMENT SYSTEM REPORTING. Each party is respectively responsible for any reports or payments of retirement system contributions for its employees.
  9. INDEMNIFICATION. The City shall defend, indemnify, and hold harmless the County, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the City, its employees or agents in performance of work or services.  
The County shall defend, indemnify, and hold harmless the City, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the County, its employees or agents in performance of work or services.
  10. FILING OF INTERLOCAL AGREEMENT. The City shall file this agreement with the Missoula County Clerk and Recorder and with the Secretary of State.
  11. AUTHORIZATION TO APPROPRIATE FUNDS. In accordance with Montana Code Annotated Section 7-11-108 the City and County may appropriate funds for the purpose of this Agreement and provide such personnel or services therefore as may be within its legal power to furnish.

Signed this \_\_\_ day of August, 2023.

MISSOULA BOARD OF COUNTY  
COMMISSIONERS

BY:

\_\_\_\_\_  
Josh Slotnick  
Chair

\_\_\_\_\_  
Juanita Vero  
Commissioner

\_\_\_\_\_  
David Strohmaier  
Commissioner

CITY OF MISSOULA

BY:

\_\_\_\_\_  
Jordan Hess  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Marty Rehbein, City Clerk

ATTEST:

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Tyler Gernant, Clerk and Recorder