INTERLOCAL AGREEMENT

WHEREAS, under Montana Code Annotated (MCA) Title 7 Chapter 11, Part 1, the “Interlocal Cooperation Act,” local governments may inter into interlocal agreements for the performance of services; and

WHEREAS, the Broadwater County Attorney has been called into active military services for approximately the next nine (9) months from January 1, 2022; and

WHEREAS, the Broadwater County Attorney has requested limited prosecutorial assistance in the prosecution of felony and misdemeanor criminal cases by the Lewis and Clark County Attorney developed by Broadwater County or State investigators outside the Lewis and Clark County Sheriff Office or the Helena Police Department; and

WHEREAS through the collaborative efforts of the Lewis and Clark County and Broadwater County Attorney Offices, Lewis and Clark County is willing to have the Lewis and Clark County Attorney Office prosecute limited criminal cases for offenses occurring in Broadwater County until such time as the elected Broadwater County Attorney returns from military service; and

WHEREAS, for a similar reason the Broadwater County Attorney Office requests the assistance of the Lewis and Clark County Attorney Office to provide advice and representation of no more than 15 hours per week as to civil matters proposed by the Broadwater Deputy County Attorney and agreed to by the Lewis and Clark County Attorney Office with business conducted primarily by *Zoom* to avoid the expense and time associated by travel to and from Broadwater County.

WHEREAS, as to civil matters, Broadwater County will reimburse Lewis and Clark County $50 per hour for attorney time and costs associated with representation such as the costs of supplies with travel reimbursed at the standard State rate;

WHEREAS,the Lewis and Clark County Attorney will provide prosecutorial services without fee, however, Broadwater County shall continue to be responsible for witness fees and expenses, jury costs, and other normal costs associated with trial as with all other prosecutions.

WHEREAS, the Lewis and Clark County Attorney Office requests appointment of their attorneys as Special Deputy County Attorneys to assist the Broadwater County Attorney Office in handling the matters outlined herein;

WHEREAS, Montana Code Annotated § 7-4-2707 authorizes Broadwater County to employ special counsel to assist the Broadwater County Attorney Office; and

WHEREASit is desired and deemed appropriate that a special deputy county attorney or attorneys be appointed to assist in the prosecution of the aforementioned matters, and

**NOW, THEREFORE, BE IT RESOLVED** that the Lewis and Clark Attorney and attorneys employed by the Lewis and Clark County Attorney Office are hereby appointed as Special Deputy County Attorneys for Broadwater County for the purpose of assisting in the investigation and prosecution of the aforementioned criminal cases and to provide advice and representation on civil matters.

**IT IS FURTHER RESOLVED** That under the terms of this Resolution, for prosecution services related to criminal matters, Lewis and Clark County shall provide services without an hourly fee, however, witness fees and expenses, jury costs, and other normal costs associated with trial will be the Broadwater County’s responsibility as with all other prosecutions. As to civil matters, Broadwater County will reimburse Lewis and Clark County $50 per hour for attorney time and costs associated with representation such as the costs of supplies with travel reimbursed at the standard State rate.

This agreement will terminate upon the return of the Broadwater County Attorney, or December 31, 2022, whichever occurs first.

No separate organization or entity is created by this agreement.

Lewis and Clark County shall invoice Broadwater County once a month for services rendered under this agreement and Broadwater County shall pay for the services within 1 month of receipt of the invoice.

This agreement may be terminated by mutual agreement of Broadwater and Lewis and Clark County, or with 1 month written notice by either County.

Lewis and Clark County shall be responsible for reports and payments to the retirement system.

Dated this \_\_\_\_\_ day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021.

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| ATTEST: |  | LEWIS AND CLARK COUNTY CHAIRMAN |
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|  |  | MEMBER |
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| CLERK AND RECORDER |  | MEMBER |

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| ATTEST: |  | BROADWATER COUNTY CHAIRMAN |
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|  |  | MEMBER |
|  |  |  |
| CLERK AND RECORDER |  | MEMBER |