



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Gibson Room, Civic Center
May 05, 2020
7:00 PM**

UPDATES CONCERNING PROCESS OF MEETINGS

Due to the COVID-19 health concerns, the format of the City Commission meeting will be held in a virtual video-conferencing environment. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), the City of Great Falls and City Commission are making every effort to meet the requirements of open meeting laws:

- City Commission members and City staff will attend the meeting via a remote location, using a virtual meeting method.
- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.
- Public comment will be taken during the meeting as indicated on the agenda with an asterisk. Public participation is welcome in the following ways:
 - Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Gibson Room according to applicable health guidelines.
 - Provide public comments via email. Comments may be sent via email before 5:00 PM on Tuesday, May 5, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
 - Call-in. The public may call in during specific public comment periods at [406-761-4786](tel:406-761-4786). All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. This is a pilot service to test the feasibility of expanded public participation by phone. We ask for your patience in the event there are technical difficulties.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and address for the record.)

1. Miscellaneous reports and announcements.

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. The Mayor will announce Agenda Item 1. At that time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to three minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

CITY MANAGER

2. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.

- 3. Minutes, April 21, 2020, City Commission Meeting.
- 4. Total Expenditures of \$1,619,708 for the period of March 15, 2020 through April 22, 2020, to include claims over \$5000, in the amount of \$1,392,615.
- 5. Contracts List.
- 6. Adopt Resolution 10344, Adopting a Records and Information Management Program for the City of Great Falls.
- 7. Approve an amended Interlocal Agreement for the Montana Firefighter Testing Consortium (MFFTC).

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member.

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the motion is presented the Mayor will ask if there are any comments from the public pertaining to the consent agenda items 3-7. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

PUBLIC HEARINGS

- 8. Westside Little League Park – Lease Agreement of City owned property located in Grande Vista Park with Westside Little League Association. *Action: Conduct a public hearing and approve or deny the Lease Agreement. (Presented by Steve Herrig)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 8. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

9. Americans Little League – Lease Agreement of City owned property located at 38th Street North and 10th Avenue with Americans Little League Association. *Action: Conduct a public hearing and approve or deny the Lease Agreement. (Presented by Steve Herrig)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 9. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

10. Riverside Little League Park – Lease Agreement of City owned property located in Sacajawea Park and Riverside Little League Park with the Riverside Little League Association. *Action: Conduct a public hearing and approve or deny the Lease Agreement. (Presented by Steve Herrig)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 10. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

CITY COMMISSION

11. Miscellaneous reports and announcements from the City Commission.

ADJOURNMENT

Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.

JOURNAL OF COMMISSION PROCEEDINGS
April 21, 2020

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Gibson Room 212

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members participated electronically via Zoom: Bob Kelly, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. Present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson, City Clerk Lisa Kunz and Deputy City Clerk Darcy Dea; Fire Chief Steve Hester; Assistant Fire Chief Jeremy Jones; Planning and Community Development Director Craig Raymond; Public Works Environmental Division Manager Paul Skubinna; City Attorney Sara Sexe; and, Police Captain Jeff Newton.

Due to the COVID-19 health concerns, the format of the City Commission meeting is being conducted in a virtual video-conferencing environment. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), public participation is welcomed and encouraged as follows:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Gibson Room according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 5:00 PM on Tuesday, April 21, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and will be so noted in the official record of the meeting.
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AGENDA APPROVAL: There were no proposed changes to the agenda by the City Manager or City Commission. The agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Donna Williams, 2916 2nd Avenue North, submitted written correspondence (via April 20, 2020 email) expressing appreciation to grocery store workers, janitorial and cleaning crews for their

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April 21, 2020

efforts with regard to COVID-19 and that April 22, 2020 marks the 50th Anniversary of Earth Day.

Daniel Hartzell, 609 Central Avenue, commented that after speaking with a meter reader, he received clarification that there is a reason for keeping parking meters on Central Avenue.

Commissioner Robinson reported that the response rate of the 2020 Census for Great Falls is 58.5 percent, Cascade County is 53.0 percent and the state average is 43.1 percent. He encouraged citizens who have not responded yet to go to 2020Census.gov.

2. REAPPOINTMENTS TO THE ADVISORY COMMISSION ON INTERNATIONAL RELATIONSHIPS.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission reappoint Lana Kadoshnikov, Charity Jacobson and Anna Schendel to the Advisory Commission on International Relationships for three-year terms through March 31, 2023.

Mayor Kelly asked if there were any comments from the public, in person or telephonically, or any discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

3. REAPPOINTMENTS TO THE HISTORIC PRESERVATION ADVISORY COMMISSION.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission reappoint Peter Jennings and Ken Robinson to the Historic Preservation Advisory Commission for three-year terms through April 30, 2023.

Mayor Kelly asked if there were any comments from the public, in person or telephonically or any discussion amongst the Commissioners.

Commissioner Robinson expressed support of reappointing Mr. Jennings and Mr. Robinson and added that they have knowledge of historical preservation, as well as the history of the County and City.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

CITY MANAGER

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon updated the Commission on the following:

Operational Update

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- There are no significant operational changes
- On April 3rd a work sheet was distributed summarizing department operations and public contact options – no changes to note from that summary
- The Civic Center is still open; offices that are closed are still taking calls, emails, and inquiries
- There has been no reports from the Commission or residents about citizens not being able to access their local government for service
- There has been impact on part-time City employees. Primarily part-time positions that work events or facilities
- There has not been any furloughs, layoffs at this time of full-time employees
- Approximately 15-20 seasonal employees in the Park and Recreation Department have filed for unemployment
- Departments worked to create alternative work models consistent with the Governor's stay-at-home order and City/County Health Department guidelines for non-essential staff

Alternate shifts, alternating in/out office days, or working remotely, or individually that includes limiting projects that require large groups – keeping physical distancing

The accountability process includes:

- Departments where the work flow has not stopped are working at home doing the same work – responding to emails, telephone calls, and working on projects
- Other departments it has been a little tougher, but employees are catching up on training, certifications, and projects
- Employees in either case have been required to keep work logs for supervisor review
 - He is relying on the department heads, their supervisors and the employees to work together to make sure that everyone is being productive during this period
- In the event this pandemic continues for an extended time, he will have to evaluate the level of productivity of employees and consider alternatives
- Human Resources (HR) is reviewing Collective Bargaining Agreements (CBA) to determine appropriate steps for reduction of hours, layoffs and furloughs
 - Approximately 75% of the workforce is unionized and some CBA's require a 30-day notice before reduction of hours, or layoff
 - If it gets to that point, it will require coordination with the department heads and labor groups to implement

STAT Summary

- Total number of employees working is 474
- Working full-time with no change is 292 or 62%
- Alternating between in office/remote work is 142 or 30%
- Working remotely full-time is 30 or 6%
- Working remotely part-time is 4 or 1%
- Extended sick leave for non-COVID-19 is 2 or 0.4%
- Working part-time or from home due to COVID-19 childcare is 2 or 0.4%

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- Not working part-time with a minor staying home under parent direction is 1 or 0%
- Not working part-time with no transit transportation is 1 or 0%

Efforts made on the onset of the pandemic

- The department head team created a plan to make sure that government was able to operate if employees became ill with the virus
- Succession plans were developed to make sure that there was continuity of governmental structure in the event that City employees became ill
- All of these efforts: 1) continuity of government 2) succession planning 3) alternative work models described are to keep Great Falls safely operating. It is also to keep employees healthy so that they may provide critical services to residents during the pandemic.

Authority of Local Government – City Manager in the face of Governor’s/Health Officers

- He declared a state of emergency on March 19, 2020
- The declaration gave him some authority to take certain actions, but it did not give him more authority than the Governor of Montana. He could direct more restrictive actions than the Governor; however, he cannot override or lessen restrictions imposed by the Governor.

Things the City had done to assist local businesses

- Action has already been taken to assist with deferring payment on water/utility bills and suspended certain ordinances to help both residents and businesses
- Belonging to the Montana League of Cities and Towns (MLCT), International Manager’s Association (ICMA) and National League of Cities and Towns (NLCT)
- Having discussions with other City Managers
- Engaging with the decision makers in Helena and providing direct feedback
- Cases appear to be stabilizing or diminishing in Cascade County and there is a shift in focus at the Emergency Operations Center (EOC)
- Begin developing plans on how to re-open Cascade County and the City of Great Falls
- Representatives from the County, City, Great Falls Area Chamber of Commerce (Chamber), Great Falls Development Authority (GFDA), Downtown Development Association (DDA) and Business Improvement District (BID) met to outline plans to re-open the community
- As a result of that meeting:
 - Chamber, GFDA, BID, Downtown Business Association (DBA) will define business/establishment sectors for focus groups
 - EOC participants will be assigned a sector and act as a liaison
 - City-County Health Department (CCHD) will provide a framework for businesses to reopen using appropriate medical protocols
 - Group convene again after the Governor’s press conference this week

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- Why do this if we don't have authority to soften the Governor's directive?
 - Participants in the process will be a resource to decision makers in Helena
 - The Governor's guidance may require local administration – as such we need to have a plan in place
 - The Library staff will be assisting with conducting a focus survey to engage the business community directly to hear their concerns and ideas
- A press release from the CCHD was released that explains the recovery process
 - He appreciates the efforts of the GFDA, Chamber, BID and DBA

Looking Ahead

- Staff is working on the budget
 - Baseline budget
 - Critical needs
 - Review with Commission
 - Impact will be one - two years out
- Possible work session to discuss doing a study for the indoor pool

Commissioner Tryon inquired about the following:

- Steps the City has taken to cut expenses during COVID-19
- The classification of non-essential employees
- Monitoring productivity of employees working remotely
- The efforts the City can do to get private sector businesses and its employees back to work
- Alleged letter from Mayor Kelly sent to Governor Bullock regarding the Governor's re-opening plans

City Manager responded that the City has taken steps cutting expenses by delaying certain capital projects. The City is following Federal Government directives with regard to the classification of non-essential employees. He explained that there has to be a measure of trust with employees working remotely and they are required to keep work logs for their supervisors.

Referring to Commissioner Tryon's inquiry about an alleged letter, Mayor Kelly responded that no such letter was sent to the Governor and the only letter sent to Governor Bullock was inquiring about what it was going to look like to reopen businesses.

Mayor Kelly expressed appreciation to City Manager Doyon for his thorough report and efforts throughout the COVID-19 situation.

CONSENT AGENDA.

5. Minutes, April 7, 2020, City Commission Meeting.
6. Total Expenditures of \$1,200,280 for the period of March 15, 2020 through April 8, 2020, to include claims over \$5000, in the amount of \$994,876.

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April 21, 2020

7. Contracts List.
8. Postpone Public Hearing Riverside, Westside, American Little League Lease Agreements to May 5, 2020 Commission Meeting.
9. Approval of a Community Development Block Grant (CDBG) Funding Agreement for the purchase of a replacement fire engine pumper truck to serve Fire Station #1.
10. Approve the purchase of one 2019 Pierce Enforcer Fire Apparatus from Hughes Fire Equipment of Spokane, Washington, through H-GAC (Houston-Galveston Area Council) for \$494,335.
11. Adopt Resolution 10343, relating to \$3,200,000 Tax Increment Urban Renewal Revenue and Refunding Bonds (West Bank Urban Renewal District), Series 2020; Authorizing the sale and prescribing the forms and terms thereof and the security therefor.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission approve the Consent Agenda as presented.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners.

Deputy City Clerk Darcy Dea noted that **Kevin Westie**, 602 35th Street North, submitted written correspondence (via April 21, 2020 email) pertaining to Agenda Item 10. Mr. Westie inquired if the purchase of the Fire Apparatus will raise the on time response percentage of the Fire Department.

Referring to Mr. Westie's written inquiry about Agenda Item 10, Fire Chief Hester responded that the purchase of the Fire Apparatus would not have an effect on response times since there is not an increase of apparatus or Fire Rescue staff.

Brett Doney, Great Falls Development Authority, 405 3rd Street NW, Suite 203, submitted written correspondence (via April 16, 2020 email) pertaining to Agenda Item 11. In summary, Mr. Doney expressed support of the motion to adopt Resolution 10343.

Referring to Agenda Item 9, Commissioner Tryon expressed support of utilizing Community Development Block Grant (CDBG) funding for the purchase of a replacement fire engine pumper truck. He inquired if CDBG funding could be applied to help fund Police Department operations.

Planning and Community Development Director responded that the Police Department is always considered with regard to use of CDBG funds for specific projects, as long as the project meets CDBG requirements.

Commissioner Robinson urged the Commission to be cautious with regard to suggesting how CDBG funds should be utilized.

Commissioner Moe commented that Agenda Item 9 is an excellent way of utilizing CDGB funds

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and thanked City staff for their efforts with regard to making sure the funding was used appropriately.

There being no one further to address the Commission, Mayor Kelly called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

CITY COMMISSION

MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Kelly announced that the Montana League of Cities and Towns (MLCT) Board of Directors will meet on April 23, 2020 and will provide input with regard to the Governor's Task Force. Surveys about how the COVID-19 situation is affecting City operations is being sent out to all municipalities. The Governor's website allows citizens to give input on how the task force should allocate funds and explains what the task force can do.

Mayor Kelly announced that he attended a Cascade County Disaster and Emergency Service (DES) meeting with regard to implementing a re-opening strategy for the City and County. He expressed appreciation to the community for their efforts with regard to staying safe.

Commissioner Robinson commented that the Governor's Task Force is well represented by several businesses. He expressed support of re-opening businesses as soon as possible; however, he is concerned that a second wave of COVID-19 could be more serious than the first. Commissioner Robinson urged using caution with regard to re-opening up businesses too soon.

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ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Commissioner Robinson, to adjourn the regular meeting of April 21, 2020, at 8:00 p.m.**

Motion carried 5-0.

Mayor Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: May 5, 2020

DRAFT



ITEM: \$5,000 Report
 Invoices and Claims in Excess of \$5,000

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
<http://greatfallsmt.net/finance/checkregister>

TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:

| | |
|---|----------------------------|
| ACCOUNTS PAYABLE CHECK RUNS FROM APRIL 9, 2020 - APRIL 22, 2020 | 1,616,706.27 |
| MUNICIPAL COURT ACCOUNT CHECK RUN FOR MARCH 15, 2020 - MARCH 31, 2020 | 3,002.00 |
| TOTAL: \$ | <u><u>1,619,708.27</u></u> |

GENERAL FUND

CITY COMMISSION

| | | |
|---------------|------------------------------|-------|
| DATAPROSE LLC | CENSUS INSERT FEE MARCH 2020 | 34.15 |
|---------------|------------------------------|-------|

SPECIAL REVENUE FUND

POLICE SPECIAL REVENUE

| | | |
|--------------------|-------------------------------|----------|
| ROMERO | RELEASE OF SEIZED PROPERTY | 7,160.00 |
| VOICE PRODUCTS INC | REPAIR OF CAMERA SYSTEM AT PD | 7,960.00 |

STREET DISTRICT

| | | |
|--------------------------------|------------------------------------|-----------|
| JAMES TALCOTT CONSTRUCTION INC | OF 1733.5 PW FACILITY IMPROVEMENTS | 41,039.39 |
|--------------------------------|------------------------------------|-----------|

PLANNING & COMMUNITY DEVELOPMENT

| | | |
|--------------------|---|----------|
| TYLER TECHNOLOGIES | COMPUTER PROGRAM REPORTS MODIFCATION (SPLIT AMONG FUNDS) | 2,500.00 |
|--------------------|---|----------|

PARK & RECREATION SPECIAL REVENUE

| | | |
|----------|---------------------|----------|
| MRTE INC | CANOE LAUNCH REPAIR | 8,200.00 |
|----------|---------------------|----------|

CENTRAL MONTANA AG TECH PARK TID

| | | |
|----------|--------------------------|------------|
| MRTE INC | OF 1658.1 CMATP TIF PH 3 | 150,008.41 |
|----------|--------------------------|------------|

FEDERAL BLOCK GRANTS

| | | |
|---------------------------|--|-----------|
| NEIGHBORWORKS GREAT FALLS | MARCH 2020 HOUSING COUNSELING GRANT | 25,063.25 |
|---------------------------|--|-----------|

SPECIAL REVENUE FUND (cont.)

PERMITS

| | | |
|--------------------|---|----------|
| TYLER TECHNOLOGIES | COMPUTER PROGRAM REPORT MODIFICATION (SPLIT AMONG FUNDS) | 2,500.00 |
|--------------------|---|----------|

CAPITAL PROJECTS

GENERAL CAPITAL

| | | |
|---------------------|--|-----------|
| KUGLIN CONSTRUCTION | OF 1709.1 HISTORIC PRESERVATION 10TH BRIDGE PH3 | 27,614.02 |
|---------------------|--|-----------|

ENTERPRISE FUNDS

WATER

| | | |
|------------------------|-----------|----------|
| THATCHER CO OF MONTANA | CHEMICALS | 5,464.62 |
| DPC INDUSTRIES INC | CHEMICALS | 5,479.20 |
| NALCO COMPANY | CHEMICALS | 5,599.83 |
| THATCHER CO OF MONTANA | CHEMICALS | 7,888.44 |

SEWER

| | | |
|----------------------------|--|------------|
| VEOLIA WATER NORTH AMERICA | MONTHLY WWTP OPERATION CONTRACT | 247,722.79 |
| VEOLIA WATER NORTH AMERICA | MONTHLY CONTRACTED CAPITAL IMPROVEMENTS | 12,500.00 |

INTERNAL SERVICES FUND

HUMAN RESOURCES

| | | |
|--------------------|--|----------|
| TYLER TECHNOLOGIES | MUNIS SOFTWARE IMPLEMENTATION (SPLIT AMONG FUNDS) | 6,600.94 |
|--------------------|--|----------|

FINANCE

| | | |
|------------------------|--|-----------|
| DORSEY & WHITNEY LLP | MOTOROLA LEASE FINANCING | 5,000.00 |
| TYLER TECHNOLOGIES LLC | PROJECT PLANNING SERVICES MILESTONE | 6,000.00 |
| DATAPROSE LLC | POSTAGE AND STATEMENT PRINTING FOR MARCH 2020 (SPLIT AMONG FUNDS) | 12,592.20 |
| TYLER TECHNOLOGIES | MUNIS SOFTWARE IMPLEMENTATION (SPLIT AMONG FUNDS) | 37,405.31 |

INFORMATION TECHNOLOGY

| | | |
|---------------------|---|-----------|
| MOBILE WIRELESS LLC | ANNUAL NETMOTION MAINTENANCE | 5,941.00 |
| DELL MARKETING LP | 30-DELL LATITUDE 7390 4 EMERGENCY COVID19 TELEWORK | 25,517.40 |

CENTRAL GARAGE

| | | |
|---------------------|------|-----------|
| MOUNTAIN VIEW CO-OP | FUEL | 11,787.20 |
|---------------------|------|-----------|

TRUST AND AGENCY

PAYROLL CLEARING

| | | |
|---------------------------------|---|------------|
| STATE TREASURER | MONTANA TAXES | 42,102.00 |
| ICMA RETIREMENT TRUST | EMPLOYEE CONTRIBUTIONS | 9,415.63 |
| FIREFIGHTER RETIREMENT | FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 52,816.43 |
| STATEWIDE POLICE RESERVE FUND | POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 65,959.18 |
| PUBLIC EMPLOYEE RETIREMENT | PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 116,612.38 |
| US BANK | FEDERAL TAXES, FICA & MEDICARE | 177,494.14 |
| AFLAC | EMPLOYEE CONTRIBUTIONS | 9,584.12 |
| LABORERS INTERNATIONAL UNION | EMPLOYEE CONTRIBUTIONS | 29,421.38 |
| WESTERN CONF OF TEAMSTERS | EMPLOYEE CONTRIBUTIONS | 18,826.17 |
| MONTANA OE - CI TRUST FUND | EMPLOYEE CONTRIBUTIONS | 31,407.62 |
| NATIONWIDE RETIREMENT SOLUTIONS | EMPLOYEE CONTRIBUTIONS | 14,473.23 |
| MONTANA VEBA HRA | EMPLOYEE CONTRIBUTIONS | 30,747.26 |
| PPNPF PLUMBERS & PIPEFITTERS | EMPLOYEE CONTRIBUTIONS | 5,000.00 |

UTILITY BILLS

| | | |
|----------------------|----------------------------------|-----------|
| ENERGY KEEPERS INC | MARCH 2020 ELECTRICITY CHARGES | 43,465.50 |
| NORTHWESTERN ENERGY | FEBRUARY 2020 WATERPLANT CHARGES | 8,959.95 |
| HIGH PLAINS LANDFILL | MARCH 202 SANITATION CONTRACT | 68,751.59 |

CLAIMS OVER \$5000 TOTAL:

\$ 1,392,614.73

COMMUNICATION TO THE CITY COMMISSION

DATE: May 5, 2020

ITEM: CONTRACTS LIST
 Itemized listing of administratively approved contracts.
 (Listed contracts are available for inspection in the City Clerk’s Office.)

PRESENTED BY: Darcy Dea, Deputy City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

| | DEPARTMENT | OTHER PARTY (PERSON OR ENTITY) | PERIOD | AMOUNT | PURPOSE |
|----------|--------------------------------|---------------------------------------|---------------------------|---------------|--|
| A | Public Works/ Engineering | Terracon Inc. LLC. | 05/05/2020- 12/30/2020 | \$8,100 | Professional Service Agreement for Geotechnical Services at the fuel station – Park and Recreation Complex, 1700 River Drive North OF 1755.0 |
| B | Great Falls Fire Rescue | Walmart Foundation | 04/07/2020 | \$2,000 | Community grant program award letter for active shooter and public safety funding for Request ID 59448337 (CR 021820.9A) |
| C | Public Works/ Environmental | Cargill Incorporated | Permanent | N/A | Maintenance Agreement for Cargill Plant Growth Facility, Lot 10 of COS Great Bear No. 2 Subdivision, located in the N1/2 of Section 30, Township 21 North, Range 4 East, PM MT, Cascade County, MT to maintain |

| | | | | | |
|----------|----------------------------|---|-------------------------|---|---|
| | | | | | stormwater Best Management Practice (BMP's) for a private stormwater treatment system associated with the improvements for the facility |
| D | Public Works | A+ Electric Motor, Inc. | 04/22/2020 – 07/01/2020 | \$14,870 | Ratification of Agreement to perform testing on 500 HP G.E. Synchronous Motor that failed, and for removal, repair and reinstallation of motor with alignment at the Water Plant |
| E | Administration | National Museum of the United States Air Force (NMUSAF) | 04/01/2020 – 03/31/2021 | N/A | Ratification of the 2020 Loan Agreement SDA0175 – Annual loan renewal agreement for aircraft on display at Lions Park. |
| F | Public Works – Engineering | Victory Church | Perpetual | County Recording Fees to be paid by Developer | A 20-foot wide fire line and hydrant easement, Tract 1 of Victory Christian Tracts, SW1/4NW1/4 of Section 19, T20 N, R4E, PMM (beginning in the SW corner of Castle Pines Phase IX) OF 1629 |



Agenda #: 6
Commission Meeting Date: May 5, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution No. 10344, A Resolution of the Great Falls City Commission Adopting a Records and Information Management Program

From: Lisa Kunz, City Clerk/Records Manager

Initiated By: Lisa Kunz, City Clerk/Records Manager

Presented By: Lisa Kunz, City Clerk/Records Manager

Action Requested: Adopt Resolution No. 10344

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10344.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission adopt Resolution 10344.

Summary: In 1988 the City Commission accepted a National Historical Publications and Records Commission grant with the primary goal of updating and implementing the records retention/disposition schedule and hired a records manager in order to fulfill the obligations of the grant. The retention/disposition development process included a records inventory, record series appraisals, staff approval, and Department of Commerce approval. By adoption of Resolution 8418 by the City Commission in 1991, Great Falls was the first city in Montana to incorporate a full scale records retention and disposition schedule into its daily operations.

In 1993, the Legislature created a Local Government Records Committee to oversee the preservation and disposal of public records kept by local governments and school districts. A records inventory was undertaken and retention schedules completed in 1997. This work was used as the foundation for the Montana Local Government Retention and Disposition Schedule for Municipal Records. The Committee recognized the City of Great Falls and City Clerk Peggy Bourne for their pioneering work on municipal retention schedules in 1989-1991.

In 2004, the City Commission adopted Resolution 9356 establishing priority for dispersal of public records over ten (10) years old that is now outdated and inaccurate. Mont. Code. Ann. § 2-6-1205 sets forth that disposal of local government public records more than ten (10) years old is prohibited prior to offering and central registry notification, and those requirements have been incorporated into the Records and Information Management (RIM) Program.

Pursuant to Mont. Code Ann. § 2-6-1012(1)(c) local governments shall manage public records according to the provisions of Title 2, Chapter 6, Part 12, and the rules and guidelines established by the Secretary of State, the Local Government Records Committee, and the Montana Historical Society.

The Local Government Records Committee approves, modifies, or disapproves proposals for local government records retention and disposition schedules; and a subcommittee, known as the Local Government Records Destruction Subcommittee, consisting of the state archivist, one of the local government records managers, and a representative of the Department of Administration, handle requests for disposal of records. The Local Government Records Committee has established retention and disposition schedules for categories of records for which a disposal request is not required to be submitted, and provide leadership and guidance to local governments in matters affecting local government records.

The Records and Information Management (RIM) Program establishes the duties and responsibilities of City personnel with respect to City records; provides for an updated, comprehensive system of integrated procedures for the efficient and effective management of City records; incorporates the Local Government Records Committee retention and disposition schedules and processes; and is consistent with the requirements of Mont. Code Ann. Title 2, Chapter 6.

The benefits of a RIM Program include, but are not limited to, improved customer service, increased staff efficiency in information retrieval, reduced expenditures for filing equipment and storage space, compliance with administrative, fiscal, historical and legal retention requirements, and identification and preservation of records with research and historical value.

Adoption of Resolution 10344 will provide for the efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use and disposition of all City records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition.

Fiscal Impact: None.

Alternatives: The City Commission could choose to deny adoption of Resolution 10344.

Concurrences: The Records and Information Management (RIM) Program has been reviewed and approved by peers in other first-class cities, approved by a member of the Local Government Records Committee, and the City's IT Manager and City Attorney.

Attachments:

Resolution 10344

Resolution 10344 Exhibit "A" Records and Information Management Program (Attachments: Montana State Archives and Local Government Records Committee - Digital Records Creation and Preservation Guidelines for Local Government and the Association of Records Managers & Administrators (ARMA) International's Generally Accepted Recordkeeping Principals for local governments using electronic systems to store long-term records are available in the City Clerk's Office)
Resolutions No. 8418 and 9356.

RESOLUTION NO. 10344

**A RESOLUTION OF THE GREAT FALLS CITY COMMISSION ADOPTING
A RECORDS AND INFORMATION MANAGEMENT PROGRAM**

WHEREAS, the City of Great Falls relies heavily on its records to conduct business. Official public records management supports the immediate needs of municipal government and ensures its continuity; and

WHEREAS, in general, official public records should be retained as long as they serve the administrative, fiscal or legal purposes for which they were created, or deemed as having historical value, and meet minimum legal requirements. When official public records no longer serve these purposes, they should be disposed of in accordance with an approved records retention schedule; and

WHEREAS, local governments are required to manage public records according to Montana Code Annotated (MCA) Title 2, Chapter 6. The Records and Information Management (RIM) program establishes the duties and responsibilities of City personnel with respect to the management of City records from their creation to their ultimate disposition, and incorporates the Local Government Records Committee's established retention and disposition schedules for local government records consistent with those requirements; and

WHEREAS, a process for the ongoing disposition of obsolete City records will assist City departments in the effective management of records, as well as provide for the efficient review of records presented for destruction; and

WHEREAS, technology and the creation of electronic records, as well as amendments to state laws, administrative rules, and state and local records retention schedules, deem outdated Resolution 8418 (A Resolution for Adoption of Records Retention and Disposition Schedule for the City of Great Falls) adopted by the City Commission on June 18, 1991, and Resolution 9356 (A Resolution Establishing Priority for Dispersal of Public Records) adopted by the City Commission on January 6, 2004.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that the Records and Information Management Program is adopted as set forth in Exhibit "A" attached hereto.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that Resolutions No. 8418 and 9356 are hereby repealed.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, May 5, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney



RECORDS AND INFORMATION MANAGEMENT (RIM) PROGRAM

The City relies heavily on its records to conduct business. Records support the immediate needs of municipal government and insure its continuity. Maintained over time, municipal government records preserve the history of the City of Great Falls.

Pursuant to Mont. Code Ann. §§ 2-6-1012 and 7-5-4124, the City Commission adopts this RIM Program this 5th day of May, 2020:

1. Purpose
2. Policy
3. Definition of City/Municipal Records
4. Possession and Preservation of Records
5. Responsibilities
6. Appraising Records
7. Records Retention
8. Custody of Records; Removal
9. Preservation of Permanent Records
10. Electronic Records
11. Recovery of City Records

1.0 PURPOSE

The purpose of this Records and Information Management (RIM) Program (hereinafter "Program") is to establish the duties and responsibilities of City personnel with respect to City records and to provide for a comprehensive system of integrated procedures for the efficient and effective management of City records, consistent with the requirements of Montana Code Annotated (MCA) Title 2, Chapter 6.

2.0 POLICY

It is hereby declared to be the policy of the City of Great Falls to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all City records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition.

3.0 DEFINITION OF CITY/MUNICIPAL RECORDS

3.1 Public Information (§ 2-6-1002 (11), MCA)

"Public information" means information prepared, owned, used, or retained by any public agency relating to the transaction of official business, regardless of form, except for confidential information that must be protected against public disclosure under applicable law.

3.2 Public Record (§ 2-6-1002(13), MCA)

"Public record" means public information that is: (a) fixed in any medium and is retrievable in usable form for future reference; and (b) designated for retention by the state records committee, judicial branch, legislative branch, or local government records committee.

4.0 POSSESSION AND PRESERVATION OF RECORDS

All records generated and received by the City are and remain property of the City. No City official or employee has, by virtue of his/her position, any personal or property right to such records even though he/she may have developed or compiled them. City records must be delivered by outgoing City staff to their successors and must be managed, transferred, destroyed, or disposed of in accordance with state law and this Program.

- This provision applies to all records, regardless of media type, that are created, received, or maintained by the City.
- This provision includes, but is not limited to, records created on home or non-City computer equipment for work-related purposes.

5.0 RESPONSIBILITIES

The Deputy City Manager shall oversee the Program and delegates program responsibility for records and information management as follows:

5.1 Records Manager: The City Clerk is designated as the City's Records Manager to administer the RIM Program. The Records Manager shall be responsible for:

- Monitoring Local Government Records Committee Records Retention Schedules; the provisions of Mont. Code Ann. Title 2, Chapter 6; and Administrative Rules issued by the State of Montana
- Serving as the primary contact for Records Custodians and Records Coordinators pertaining to records retention
- Training and keeping designated Records Coordinators updated on changes to laws, rules, or retention schedules
- Creating and updating as necessary a "Request for Authorization for Records Disposal or Destruction" form (hereinafter "records disposal form") for use by all City departments
- Processing all City department records disposal forms. The City Clerk's Office shall be the office of record for completed records disposal forms to maintain the identity of City records approved for disposal, destruction, or transfer under the approved records retention schedules
- Submitting the appropriate documentation to the State for approval of disposal, destruction, or transfer of City records over 10 years old
- Submitting the appropriate documentation to the Local Government Records Committee regarding proposed amendments or additions (new records series) to retention schedules
- Reporting regularly to the Deputy City Manager on the compliance and effectiveness of the Program in each City department
- Bringing to the attention of the Deputy City Manager noncompliance by City staff with the Program.

5.2 Records Custodians

All City employees are records custodians and are responsible for the management of the Department records in their custody and care. This includes, but is not limited to:

- Proper retention of City records that are created, sent, or received; and
- Proper approval before destroying or disposing of City records.

5.3 Department Directors

All directors of City departments are responsible for the implementation and operation of effective file operations, records transfers and dispositions, and other activities in accordance with the provisions of this Program within their areas of responsibility. They shall notify the Records Manager of their department's designated staff member to serve as a Records Coordinator. In the event of the resignation, retirement, dismissal, or removal of a person designated as a Records Coordinator, the Department Director shall promptly designate another staff member and so notify the Records Manager.

5.4 Records Coordinators

The Records Coordinator is responsible for coordination between personnel in his/her department to ensure compliance with the provisions of this Program. This responsibility shall include:

- Being thoroughly familiar with all records created and maintained by the department
- Carrying out the procedures of the Program in their department and keeping departmental staff apprised of any changes or updates to the Program or Records Retention Schedules
- Supervising the application of records retention schedules within the department and submitting records disposal forms to the Records Manager
- When necessary, advising the Records Manager of the need for amendments to Records Retention Schedules
- Reporting any violations of the Program to the Department Director and Records Manager.

5.5 Information Technology (IT) Manager

The IT Manager is responsible for:

- Maintaining electronic records on City electronic information systems
- Ensuring various degrees of protection to electronic records and information that are either private, confidential, or essential to the City's continuity or that otherwise require protection
- Ensuring that any City records management solution is secure, that it is of the proper scale, that it is reliable, and that it communicates with the document management services and e-mail servers that supply it with records
- Routinely backing up electronic information to ensure that it can be restored if there is a disaster, a system malfunction, or data corruption
- Periodically testing and migrating electronic information, including all appropriate metadata, to current supported hardware and/or converted with current software to new versions and/or formats to sustain its on-going accessibility

- Notifying staff of technology changes that would affect access, retention, or disposition (archiving or disposing) of records in electronic information systems.
- Ensuring that contracts with vendors meet the City's ability to identify, locate, and retrieve the records and information required to support its ongoing business activities

5.6 City Attorney

The City Attorney or designee shall be responsible for confirming whether or not the subject matter of any record on the records disposal form is pertinent to a pending legal or regulatory hold or lawsuit.

6.0 APPRAISING RECORDS

6.1 Administrative Value

Most records are created as administrative tools to help accomplish the functions for which municipal government was established. In most cases, the primary administrative value of a record will be exhausted when the transaction to which it relates is completed.

6.2 Legal Value

If a record contains evidence of a legally enforceable right or obligation of government, then it probably has legal value. Among these types of records are those that show the basis for an action (legal decisions, opinions), financial and other documents representing legal agreements (leases, titles, contracts), and records of actions taken in a particular case (claims, dockets). The legal value of a record will often be evident from its title, such as a contract, purchase order, lease, title, deed, charter, some personnel records, and certain medical records.

6.3 Fiscal Value

To fulfill its financial obligations, municipal government records such as budgets, ledgers, payrolls, vouchers, warrants, and encumbrances need to be kept and maintained. These records all have fiscal value, as would almost any document needed for a fiscal audit.

6.4 Essential Record

An essential record is a public record that provides for the continuity and preservation of local government and may be immediately necessary to respond to an emergency or disaster or begin recovery or reestablishment of operations during and after an emergency or disaster. The City shall collaborate with the appropriate continuity of government programs to ensure essential records are identified, maintained, stored, and backed up.

6.5 Non-Records: Non-records are those that have no operational value, can be destroyed when no longer needed, and need no disposal approval. Examples include courtesy copies of other entities' publications/journals, spam email, blank forms, etc.

Additionally, when an office of record is designated for particular records, duplicate copies kept only for reference can be disposed of/destroyed when no longer needed, and need no disposal

approval. For example, the Finance Department is the office of record for processing accounts payable records submitted by other departments. Any copies maintained by staff in other departments for reference purposes can be disposed of when no longer required. Duplicate records should not be retained longer than the "record" copy.

7.0 RECORD RETENTION

Record retention is the period of time during which records must be legally retained or are operationally required in a certain location or format.

7.1 Local Government Records Committee

The Legislature created the Local Government Records Committee (§ 2-6-1201, MCA) to oversee the preservation and disposal of public records kept by local governments. The Local Government Records Committee approves, modifies, or disapproves proposals for local government records retention and disposition schedules (§ 2-6-1202, MCA) and provides guidelines for local government's digital records creation, preservation and data migration.

7.2 Records Retention Schedules

Retention requirements that are specifically set forth herein and Records Retention Schedule documents define the City's legal and compliant recordkeeping requirements. The City adopts all applicable Records Retention Schedule documents approved by the Local Government Records Committee set forth at: <https://sosmt.gov/Records/Local/>. All City Departments shall comply with the specific retention requirements set forth herein and the Records Retention Schedules in order to ensure that department records are kept as long as legally and operationally required, and that non-records and obsolete records are disposed of in a systematic and controlled manner. Schedule 8 (Municipal Records Schedules) will be applicable to most City Department records. Complying with the retention requirements set forth herein and the Records Retention Schedules ensures that employees adhere to approved recordkeeping requirements, and that they do so consistently.

7.3 Implementation of Records Retention Schedules; Disposal, Destruction or Transfer of Records

Once records have met the minimum retention period set forth herein or according to the applicable Records Retention Schedule, the following process shall be followed:

- The Records Coordinator shall complete and sign the records disposal form and present it to his/her Department Director for review and signature
- When signed by the Records Coordinator and Department Director, the Records Coordinator shall forward the records disposal form to the Records Manager
- The Records Manager will confirm that the records meet the minimum retention requirements, determine whether an open records request is pending for any of the records, and then forward the records disposal form to the City Attorney
- The City Attorney or designee will confirm whether or not the subject matter of the record is pertinent to a pending legal or regulatory hold or lawsuit

- Once the records disposal form is signed by the Records Manager and City Attorney, the records disposal form will be routed to the Deputy City Manager for review and signature
- Once the records disposal form is fully executed, the disposal or destruction of records is approved.

The Records Manager shall communicate instructions to the submitting Records Coordinator to complete the certification portion at the bottom of the records disposal form when the records have been appropriately disposed of or destroyed and to return the fully completed records disposal form to the City Clerk's Office for official filing.

Should any of the records submitted for disposal by any City department be more than 10 years' old, the Records Manager shall submit the appropriate forms to the Secretary of State Local Government Records Committee for approval of disposal or transfer or for notification to the Central Registry pursuant to Mont. Code Ann. § 2-6-1205.

Notwithstanding minimum retention periods, all records must be maintained until all required audits are completed and should be retained beyond the listed retention periods when there is a probability of litigation involving records or a probability that their use will be required in the future.

8.0 CUSTODY OF RECORDS; REMOVAL

8.1 Office of Record: The Office of Record is the departmental office that has the official responsibility to maintain a particular record series.

8.2 Active Records: The originating department has full custody over records still in active use.

8.3 Inactive Records: The originating department is the legal custodian of its records in storage and shall retain the authority to retrieve and use records deposited in inactive storage.

8.4 Archived Records: The Public Works Engineering Division and the City Clerk's office files shall be combined and transferred to the Records Manager's archives when an office file is closed. Records may be temporarily removed from the archives at the request of City staff by requesting same from the Records Manager and completing the Archived Office File Check-Out Form. Records transferred to or acquired for the archives shall be under the full custody of the Records Manager.

9.0 PRESERVATION OF PERMANENT RECORDS

The Records Manager maintains historical and archived permanent records that are not used in the day-to-day operations of the City, as well as maintains records of Transfer Receipts of records transferred to the Cascade County Historical Society/History Museum for perpetual care and preservation, or other appropriate entity not contrary to law or regulation.

10.0 ELECTRONIC RECORDS: Information captured through electronic means which may or may not have a paper record are electronic records. Examples include electronic mail messages (e-mail); Word or Excel documents; electronically created, scanned, or stored records or databases; digital images; and social media.

Electronic records can encompass both analog and digital information formats, although the term principally connotes information stored in digital computer systems. "Electronic records" most often refers to records created in electronic format (born digital), but is sometimes used to describe scans of records in other formats (reborn digital or born analog). Electronic records are often analogous to paper records, email to letters, word processing files to reports, and other documents.

All of these types of documents must be stored on a server, such as the City's Common Drive, to ensure proper retention, backup, maintenance, and migration by the IT Department. Should the City propose to utilize vendor(s) for such services, the contract shall first be reviewed and approved by the IT Manager and City Attorney or attorney designee.

The City shall utilize the most current version of the *Digital Records Creation and Preservation Guidelines for Local Government* issued by the Montana State Archives and Local Government Records Committee as a resource for the effective creation and preservation of electronic records.

Original electronically stored documents with less than a 10-year record retention schedule may be maintained without maintaining a copy in another medium. When such records have met the minimum required retention period, Records Coordinators shall submit a completed records disposal form to the Records Manager for processing as set forth above in Section 7.3.

The City adopts and incorporates by reference the Association of Records Managers & Administrators (ARMA) International's *Generally Accepted Recordkeeping Principles* for local governments using electronic systems to store long-term records (more than a 10-year retention period). When such records have met the minimum required retention, Records Coordinators shall submit a completed records disposal form to the Records Manager for processing as set forth above in Section 7.3.

10.1 Electronic mail: Electronic Mail (E-mail) is a City/Municipal public record when it is created or received in the transaction of public business as defined in Section 3 above. Email itself is not considered a record series. Email is simply a medium that creates and transmits records that have retention periods. Email and attachments are subject to the same retention requirements as traditional paper.

Personal email accounts shall not be used for the conducting of government business. However, if a record is created or received in a personal email account, it shall be forwarded to the greatfallsmt.net email system or printed to paper for appropriate recordkeeping and retention within two (2) business days.

The City utilizes an archiving solution to capture and store all incoming and outgoing electronic mail and attachments. All data is captured and stored regardless of whether the user deletes the email or not. Pursuant to the Local Government General Records Schedule #1, captured e-mail will be retained and archived for a period of four (4) years after the last date a backup was run by the IT Department. When so notified by the IT Operations Manager that certain archived emails have met the required retention period, the Records Manager shall send out a City-wide email notifying employees of the intention to initiate a records disposal form for emails within a certain date range. Within thirty (30) calendar days of said notification, staff shall print, file, and appropriately retain emails and attachments with longer than four-year retention periods. After the 30-day notification period, the Records Manager shall then complete and process the records disposal form as set forth above in Section 7.3.

- 10.2 Social Media:** The City of Great Falls' use of social media is for informational purposes only. Any content in a social media format that is related to City business, including a list of subscribers and posted communications, is considered a public record and subject to records retention schedules. Elected officials utilizing social media in an official capacity and site administrators authorized by the Department Director (hereinafter "Site Administrators") to publish content to City-connected social media sites must also comply with the City of Great Falls Social Media Guidelines and Usage Policy. In the event of the resignation, retirement, dismissal, or removal of a person designated as a Site Administrator, the Department Director shall promptly designate another staff member and so notify the IT Manager and Communication Specialist.

The City utilizes an archiving solution to capture, archive, and maintain records of City-connected social media account activity to comply with applicable public records laws and to fulfill record retention requirements. Social media Site Administrators are responsible for coordinating with the Records Manager to respond completely and accurately to any public records request for social media content.

Social media posted communication is transitory in nature. Captured social media content that does not violate the archiving solution's policies, shall be retained for a minimum period of one (1) year. After archived social media content has met the one-year retention period, the Records Manager shall send out an email notifying Site Administrators of the intention to initiate a records disposal form for social media content within a certain date range. Site Administrators shall notify the Records Manager within thirty (30) calendar days of said email notification if it is determined that certain content may need to be retained for a longer period of time. After the 30-day notification period, the Records Manager shall then complete and process the records disposal form as set forth above in section 7.3.

10.3 Records Retained on Digital Media

Audio recordings of City Board, Commission, and Council meetings shall be retained for a period of one year after written minutes are completed and approved or the proceedings are completely

transcribed, whichever is appropriate. The Records Coordinator shall complete and submit the records disposal form to the Records Manager for processing as set forth above in section 7.3.

Video recordings made by the City Clerk/City-190 Coordinator or designee of City Board, Commission, and Council meetings shall be retained for a period of three (3) years. After the recordings have met the three-year retention period, the Records Manager shall initiate a records disposal form as set forth above in section 7.3 for processing.

The City utilizes security technology at certain locations. Security video generated by security cameras/systems owned by the City shall be set to retain DVR-recorded content for a minimum of thirty (30) days unless the video becomes part of an official investigation or case file and then shall be retained as long as the relevant record series. If a Department Director determines that a longer retention period is appropriate, he/she shall make arrangements with the security company to reset the DVR content retention, and shall notify the Records Manager and Risk Management Specialist of the determined retention period.

No Disposal Form shall be initiated for DVRs set to write over video content after meeting the minimum retention period.

11.0 RECOVERY OF CITY RECORDS: The City Attorney may take steps to recover local government records which have been removed or wrongfully retained from proper custody and may, when necessary, institute actions of records recovery or replevin on behalf of the City.

Attachments: Digital Records Creation and Preservation Guidelines for Local Government
Generally Accepted Recordkeeping Principles

RESOLUTION 8418

A RESOLUTION FOR ADOPTION OF
RECORDS RETENTION AND DISPOSITION SCHEDULE
FOR THE CITY OF GREAT FALLS

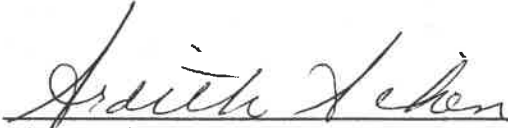
- Whereas, equipment, and space for records storage is limited; and
- Whereas, Section 7-5-4124, MCA, authorizes the disposal of records by order of the City's governing body with the approval of the Department of Commerce Local Government Services Division; and
- Whereas, the disposition schedule adopted by the City Commission of the City of Great Falls, Montana on December 17, 1985, under Resolution 8012 is outdated and inaccurate; and
- Whereas, the City of Great Falls received an National Historical Publications and Records Commission (N.H.P.R.C.) grant in order to update the records retention and disposition schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, THAT

City Staff is hereby authorized to use the records retention and disposition schedule approved by the Department of Commerce Local Government Services Division (Exhibit A);

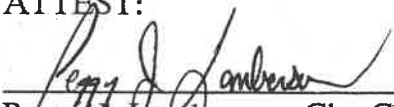
And further the City Commission authorize the City Clerk, acting as the Records Manager for the City of Great Falls, to annually update same and present it to the City Commission for approval.

Passed and Approved by the City Commission of the City of Great Falls, Montana, this 18th day of June, 1991.




Ardith Aiken, Mayor

ATTEST:



Peggy J. Lamberson, City Clerk

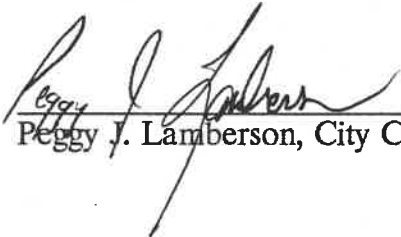
APPROVED AS TO FORM:


David V. Gliko, City Attorney

State of Montana)
County of Cascade : ss
City of Great Falls)

I, Peggy J. Lamberson, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 8418 was placed on its final passage and passed by the Commission of the city of Great Falls, Montana, at a meeting thereof held on the 18th day of June, 1991, and approved by the Mayor of said City on the 18th day of June 1991.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 18th day of June, 1991.


Peggy J. Lamberson, City Clerk

(SEAL OF CITY)

RESOLUTION 9356

A RESOLUTION ESTABLISHING PRIORITY FOR DISPERSAL OF PUBLIC RECORDS TO COMPLY WITH MCA 2-6-405 ITEM 2(C)

WHEREAS, the 2001 Legislature passed Senate Bill 443 henceforth codified a MCA 2-6-405 which went into effect October 1, 2001. This law requires local governments to give a 180 day notice before they may destroy any public record that is 10 years or older. The notice is only required to be given to entities that have made it known they are interested in receiving the notice by subscribing to the Secretary of State List-serve. And,

WHEREAS, during this 180 day period, groups may contact the local government and make arrangements to transfer custody of the documents to a new organization. The law further prioritizes the entities in order of consideration as: the Montana Historical Society/State Archives; Montana public and private universities and colleges; local historical museums; local historical societies; Montana genealogical groups; and the general public. If records are not claimed after 180 days, they may be destroyed. And,

WHEREAS, the Local Government Records Advisory Committee as authorized by MCA 2-6-405 has established simple yet effect procedures for local governments to use when complying with MCA 2-6-405. And,

WHEREAS, it is important that the City of Great Falls establish a priority for dispersal of public records in the event that more than one organization requests custody of the records slated for destruction that are older than 10 years old.

NOW THEREFORE, BE IT RESOLVED BY CITY OF GREAT FALLS THAT THE FOLLOWING PROCEDURE IS HEREBY ESTABLISHED.

Section 1: In the event that more than one organization requests any public record of this organization slated for destruction, the decision will be based on the priority listed in MCA 2-6-405. The priority for the City of Great Falls shall be:

1. The Montana Historical Society/State Archives.
2. Should more than one Montana public and/or private university or college request the records, the reason for which the institution desires the records will be considered when making a decision.
3. Should more than one local historical museum request the public record then the records will be dispersed on a first-come first-served basis.
4. The local historical society.
5. Public records requested that have not been requested by the four priority groups listed above will be given to Montana genealogical groups with an emphasis to keep the records within a close proximity to the point of origin.
6. Finally, of the public records that are not requested by any institution or formal organization then the public records may be dispersed to the general public on a first-come first-served basis.

Section 2:

No decision will be made as to which entity may receive the public records until the 180 days has passed. Then and only then will the local government apply the dispersal criteria.

Section 3:

As per item 3(b) of MCA 2-6-405, the entity requesting the records is required to pay all costs associated with the transfer.

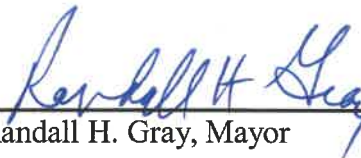
Section 4:

The records shall be transferred within the time frame agreed upon by the local government entity and the entity requesting the records. If the entity that requested the records does not remove the records within the agreed upon time frame, the records will be offered to the next entity that showed an interest in them.

Section 5:

If no one contacts the local government expressing an interest in the record within the 180 day period, the records will be destroyed.

PASSED by the City Commission of the City of Great Falls, Montana, this 6th day of January, 2004.

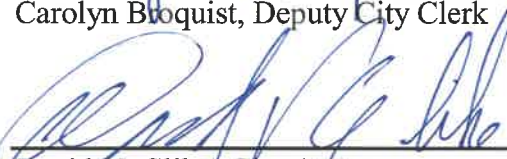


Randall H. Gray, Mayor

ATTEST:



Carolyn Broquist, Deputy City Clerk



David V. Gliko, City Attorney
State of Montana)
County of Cascade: ss
City of Great Falls)

I, Carolyn Broquist, Deputy City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9356, was placed on its final passage and adoption, and was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 6th day of January, 2004, and approved by the Mayor of said City, on the 6th day of January, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 6th day of January, 2004.



Carolyn Broquist, Deputy City Clerk

(Seal of City)



Item: Amended Interlocal Agreement for the Montana Firefighter Testing Consortium (MFFTC)

From: Stephen A. Hester, Fire Chief

Initiated By: Stephen A. Hester, Fire Chief

Presented By: Stephen A. Hester, Fire Chief

Action Requested: Approve the amended Interlocal Agreement for Montana Firefighters Testing Consortium

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Amended Interlocal Agreement for the Montana Firefighters Testing Consortium and (authorize/not authorize) the City Manager to execute said Agreement.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission approve the Amended and Restated Interlocal Agreement for Creating Montana Firefighters Testing Consortium and authorize the City Manager to execute the Agreement.

Background:

MFFTC was officially formed in 1997 when the fire departments of five Montana municipalities agreed to conduct joint testing in order to create a pool of qualified applicants for the position of entry-level firefighter in those departments. Since 2001, MFFTC has conducted an annual testing process toward that end and the membership of MFFTC has expanded.

If approved the MFFTC shall consist of the following organizations: Big Sky Fire Department; Billings Fire Department; Bozeman Fire Department; Butte Fire Department; Great Falls Fire Rescue; Helena Fire Department; Miles City Fire Department; Missoula Fire Department; Missoula Rural Fire District; Havre Fire Department and Central Valley Fire Department. The agreement has been amended to add Lockwood Fire District to the MFFTC.

The design and purpose of the MFFTC has been to provide a nationally recognized entry level firefighter testing process. MFFTC testing process provides fire service candidates with the opportunity to test for 12 fire service organizations once a year. Additionally, the MFFTC saves each community or district

involved the significant cost of conducting a separate testing. Those candidates who pass the test and meet the standard may apply for a job with any of the 12 MFFTC members. The candidate list is good until the next test.

The annual MFFTC membership cost to the City of Great Falls is \$1,200 to pay for test equipment upkeep, logistics support for the staff working at the Consortium Test, the venue at which the testing is held, insurance, and other costs associated with the testing process. The City also contributes at least 4 staff members who attend meetings and assist with conducting the test.

Workload Impacts: Along with the funds saved for the City to administer its own test, each department contributes staffing to administer the test. It takes at least 50 staff from the participating communities to administer the test. This includes the written exam, setting up the test venue, proctors, logistics staff and overall quality assurance oversight.

Purpose: The purpose of this Agreement is to set forth the general and statutorily required terms of the operation and financing the Consortium, which shall be responsible for the Member's undertaking of a joint testing program for the identification of qualified candidates for consideration in hiring for the position of entry-level firefighters.

Concurrences: The Amendment has been reviewed and approved by the MFFTC board and approved by the membership.

Fiscal Impact: Annual dues for MFFTC membership - \$1,200.

Alternatives: Withdraw from the Consortium and direct GFFR to conduct a written and physical fitness test.

Attachments/Exhibits:
2019 Amended MFFTC Interlocal Agreement

**INTERLOCAL AGREEMENT
FOR CREATING
MONTANA FIREFIGHTERS TESTING CONSORTIUM
Amended and Restated**

This Amended and Restated Interlocal Agreement ("Agreement") is made in the state of Montana by public agencies organized and existing under the laws of the state of Montana and which are signatories to this Agreement ("Members").

RECITALS

WHEREAS, Article VII, Section 7 of the Montana Constitution provides that a local government unit may: (a) cooperate with the exercise of any function, power, or responsibility with, (b) share the services of any officer of facilities with, (c) transfer or delegate any function, power, responsibility, or duty of any officer to one or more other local government units, school districts, the state, or the United States.

WHEREAS, Montana's Interlocal Cooperation Act provides that its purpose is to permit 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 to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities (Montana Code Annotated § 7-11-102).

WHEREAS, a public agency is any political subdivision, including municipalities, counties, and fire districts (Montana Code Annotated §7-11-103).

WHEREAS, the Members each provide fire protection services and each is responsible for hiring qualified firefighters.

WHEREAS, each Member has its own recruiting and hiring processes, and would otherwise at various times have to conduct expensive and tie-consuming testing.

WHEREAS, the duties of firefighter for each Member, as determined by task analysis, are similar.

WHEREAS, the Members would all benefit in terms of efficiency and economy by consolidating their recruiting and testing efforts for firefighter candidates by establishing a pool of qualified firefighter candidates for consideration in hiring.

NOW THEREFORE, in consideration of the covenants and mutual benefits described herein, the Members agree as follows:

I. DEFINITIONS

- A. **Board of Directors (the Board)**: The whole created by all of the sets of two Member Representatives of each Member; see also Section III (B).
- B. **Candidate**: Any person who has timely paid the application fee and submitted a complete application to take the Test.
- C. **Consortium**: The Montana Firefighters Testing Consortium.

- D. **Test:** The combined physical and written test offered annually by the Consortium.
- E. **Member:** Any public agency, as defined by Montana Code Annotated §7-11-103, including a municipality, fire district, fire service area, local government, or other political subdivision which is both (1) a signatory of this Agreement, or any amended versions thereof, and (2) in compliance with the terms of this Agreement, or any amended versions thereof, and with the membership requirements set forth in the Consortium's bylaws or any subsequent amendments thereof.
- F. **Member Representative:** One of two individuals designated by a Member to represent the Member's interests at meetings of the Consortium.

II. DURATION

The duration of this Agreement shall be perpetual unless terminated by the Members in accord with Section VII (E) below.

III. CREATION OF THE AUTHORITY

- A. Pursuant to the Interlocal Cooperation Act, a public entity, separate and distinct from the parties hereto, is hereby created and shall henceforth be known as the *Montana Firefighters Testing Consortium* ("the Consortium").
- B. The Consortium shall be administered by a joint board of two representatives from each Member ("Member Representatives "). This joint board shall be called the Board of Directors ("the Board"), which shall be responsible for effectuating this Agreement.

IV. PURPOSE

The purpose of this Agreement is to set forth the general and statutorily required term of operation and financing the Consortium, which shall be responsible for the Members' undertaking of a joint testing program for the identification of qualified candidates for consideration in hiring for the position of entry-level firefighter.

V. GOALS

The goals of the Consortium are as follows:

- A. To develop, establish, and modify, as the Board deems necessary, operational policies, protocols, and procedures to achieve the purpose of this Agreement;
- B. To implement and coordinate the financial, operational, and procedural aspects of the Test application and testing processes, procedures, and protocols;
- C. To share in the costs of administering this Agreement and achieving its purpose;
- D. To provide for the consistency of administration of the application and testing processes; and
- E. To create a list of qualified candidates after each testing cycle from which each Member may select candidates to interview and possibly hire for the position of entry-level firefighter.

VI. FINANCING

- A. The Members shall be responsible to share equally in the costs related to this Agreement, including administering and coordinating the Test application and testing processes.
- B. The Board shall be responsible for establishing a budget each fiscal year, which shall run from July 1 through June 30 of the following year.
- C. Sources of funding may include the following:
 - 1. **Dues:** Each Member, as a condition of membership, must pay its initial membership dues and its annual dues.
 - a. The amount each new Member shall be required to pay as its initial membership dues, as well as the amount of the annual dues any Member shall be required to pay, shall be as set from time to time by a simple majority vote of the Board.
 - b. The Board may set reduced initial membership dues and reduced annual dues for Members whose financial circumstances, in the Board's sole discretion, warrant such a reduction.
 - 2. **Fees:** Additional funding of the Consortium is also derived from the Test application fees received from Candidates.
 - 3. The Consortium may also from time to time apply for and receive other sources of revenue, such as grant funds.

VII. TERMINATION

- A. A Member may withdraw from the Consortium and this Agreement by giving the Board 60 days' written notice of the intent to withdraw.
- B. Any Member whose withdrawal would otherwise become effective 30 days or less before the scheduled Test shall not be permitted to withdraw until after the Test is completed, including tear down, and shall be required to participate, assist, and staff the testing in the same manner and effect as if the Member had not submitted notice of the intent to withdraw.
- C. When a Member withdraws, this Agreement shall remain in full force and effect with regard to the remaining Members.
- D. So long as at least two Members remain parties to this Agreement, the Consortium shall continue to operate.
- E. This Agreement may be completely terminated at any time upon the vote of 100% of the Members' governing bodies.
- F. The Consortium shall continue to exist and operate after complete termination, however, for the purpose of retiring any debt, including paying any remaining bills for operational expenses, disposing of all claims, selling all real and personal property in accord with Section VIII (B) herein, and distributing all assets equally, including cash accounts, and performing all other functions necessary to conclude the affairs of the Consortium.
- G. Following complete termination of this Agreement, Members who were Members on the date the vote in favor of terminating the Agreement was made may be required to pay an assessment to the

Consortium, as determined by the Board, to enable final disposition of all remaining balances due for operational expenses and other minor costs of doing business.

VIII. PROPERTY

- A. The real or personal property owned by the Consortium shall be owned proportionally by the Members, regardless of when they become Members. A Member which withdraws from the Consortium foregoes all interest it has in the Consortium's real or personal property so long as the Consortium continues to operate.
- B. In the case of the complete termination of this Agreement in accord with Section VII (E), any real or personal property owned by the Consortium shall be sold at fair market value and the proceeds, if any remain after disposition of all remaining balances due for operational expenses and the other minor costs of doing business, shall be divided equally, distributed, and deposited to the general funds of each of the Members who were Members on the date of the vote in favor of terminating this Agreement was made.

IX. PARTIES TO THIS AGREEMENT

- A. Each Member, as a party to this Agreement, certifies that it intends to and does contract with, for the purposes and to the extent as herein provided, all other parties who are signatories of this Agreement, or may later become signatories of this Agreement.
- B. The addition of any new Member to this Agreement shall constitute an Amendment subject to the requirements of Section XIII.
- C. Each Member further certifies that a Member's voluntary termination of this Agreement as to its own participation as a Member, as well as a Member's involuntary removal as party to this Agreement for failure to meet the Member's Responsibilities, as set forth in Section XI herein, shall not affect this Agreement nor the remaining Members' intentions to work cooperatively to achieve the goals and objectives set forth herein.

X. CONSORTIUM RESPONSIBILITIES AND OBLIGATIONS

- A. The Board will hire an independent consultant to ensure compliance with all requirements of chosen physical abilities test.
- B. The Board will ensure that the written test selected for the Consortium test has been validated for the position of entry level firefighter.
- C. The Board shall purchase and maintain liability insurance with liability limits of \$1,500,000 per occurrence and \$3,000,000 aggregate per policy year. The insurance shall name each Member as an additional insured and shall cover the Board of Directors, Members and their employees, and volunteers. The Board Chairperson shall provide a copy of the current insurance policy to each Member at the beginning of each policy year.
- D. The Board shall adopt bylaws, which shall be consistent with this Agreement and the law, and shall set forth the operational and procedural policies, protocols, and guidelines necessary to implement the Agreement's terms and achieve the Consortium's purpose and goals, including the creation of an Executive Committee, which shall handle the day-to-day business of the Consortium and which

shall have powers as more particularly described in the bylaws. At a minimum, the bylaws shall provide as follows:

1. The Officers of the Consortium shall be a chairperson, a vice-chairperson, a secretary, and a treasurer. The latter two officer positions may be combined and the offices filled by one Member Representative.
2. Officers shall be selected from the Member Representatives, except that the secretary position or the combined secretary-treasurer position may be filled by an independent contractor selected by the Board.
3. A quorum exists when a simple majority of the Member Representatives are present, either in person, by telephonic or other electronic means, such that they can hear, be heard, and meaningfully participate.
4. A vote of a simple majority at a meeting where a quorum is present shall constitute the action of the Board.
5. Minutes shall be taken at all meetings.
6. The treasurer shall provide all necessary administrative and accounting functions for the Board and shall have the custody of and disburse funds. The treasurer may delegate disbursing authority to such persons as may be authorized by the Board to perform the disbursement function.
7. As a deliberative body, the Consortium will follow basic standards of parliamentary procedure in the conduct of all its meetings, and *Robert's Rules of Order* and *Mason's Manual of Legislative Procedure* may be used for general guidance at any meeting.
8. All Board meetings shall be noticed, held, and conducted in compliance with the Open Meeting and Notice statutes of the state of Montana
9. The adoption of the bylaws and any amendments to the bylaws shall be consistent with this Agreement and the law and shall be accomplished by an affirmative written ballot of a simple majority or more of the Member Representatives.
10. Each Member and Member Representative shall receive a copy of the bylaws or any amendments thereof.
11. The Consortium shall abide by all applicable local, state, and federal laws and regulations.

XI. MEMBER RESPONSIBILITIES

Members have the following responsibilities:

- A. To share equally in the cost of accomplishing the Consortium's purpose and goals, including the costs of coordinating and administering the Test.
- B. To provide, at their own expense, personnel to assist in coordinating and administering the Test, including providing personnel to staff both components of the Test.
- C. To confirm that the testing process is locally valid for the position of entry level firefighter.
 1. A confirmation must be completed prior to each test
 2. Each member agency will pay their own costs of this validation.
- D. To promptly pay their annual dues as the board shall set from time to time.
- E. To regularly attend and meaningfully participate in all meetings and every testing event.

- F. Each new Member shall:
 - 1. Undergo a Candidate Physical Ability Test Transportability Study conducted by the Consortium's Human Resources Consultant; and
 - 2. Promptly pay the initial membership fee, as shall be established by the Board.

XII. CONSORTIUM RIGHTS

- A. The Board, in its sole discretion, shall determine the type of testing it will use to identify qualified candidates for consideration for hiring for the position of entry-level firefighter, including the testing processes, procedures, protocols, instruments, and equipment to be used.
- B. The Board, in its sole discretion, shall determine the intervals at which the testing will be offered, the location at which the testing will take place, and the number of candidates it will allow to take part in the testing.
- C. The Board, in its sole discretion, shall determine the number of meetings which are necessary, as well as the date, time, and location of all meetings.
- D. The Board, in its sole discretion, shall determine the amount of annual dues which shall be paid by each Member and the date when due.
- E. The Board shall have the power to contract as needed to carry out the purpose of the Consortium and this Agreement.

XIII. AMENDMENTS

This Agreement may be amended at any time by a vote of a simple majority of the Members. Amendments become effective when the Board receives written confirmation from a simple majority of the Members, through their Member Representatives, that the proper authority within their jurisdiction has approved an amendment.

XIV. EFFECTIVE DATE

This Agreement shall be effective and binding upon a Member when its governing body becomes a signatory hereto.

XV. FILING

- A. In accord with Montana Code Annotated § 7-11-107, this Agreement shall be filed with the county clerk and recorder of the county or counties wherein each Member is situated and with the secretary of state. Upon the amendment of this Agreement, the amended version shall then be recorded as provided herein.
- B. The Board shall designate the person or persons who shall be responsible for the filing of this Agreement and any subsequent amended versions hereof.

XVI. ASSIGNMENT

Members may not assign any right, claim, or interest it may have as a consequence of being a party to this Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have a right, claim, or title to any fund or asset of the Consortium

XVII. EXECUTION

This Agreement shall be executed on behalf of the Member by its chief executive officer or chairperson and attested by its clerk or secretary, as appropriate, upon approval of the Agreement by the Member's governing body. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date subscribed hereto:

DATE: _____

BIG SKY FIRE DISTRICT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

BILLINGS FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

BOZEMAN FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

BUTTE-SILVER BOW FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

CENTRAL VALLEY FIRE DISTRICT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

GREAT FALLS FIRE/RESCUE:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

HAVRE FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

HELENA FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

LOCKWOOD RURAL FIRE DISTRICT

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

MILES CITY FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

MISSOULA FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

MISSOULA RURAL FIRE DISTRICT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary



Item: Westside Little League Park – Westside Little League Association
From: Park & Recreation
Initiated By: Steve Herrig, Park & Recreation Director
Presented By: Steve Herrig, Park & Recreation Director
Action Requested: Conduct Public Hearing and Approve Lease Agreement

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) a lease agreement of City owned property located in Grande Vista Park with the Westside Little League Association.”

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote. (4/5 vote is required for approval)
-

Staff Recommendation: Staff recommends the City Commission conduct a public hearing and approve the lease of a section of Grande Vista Park with the Westside Little League Association.

Summary: The proposed lease with Westside Little League Association would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice. The leased parkland is located in Grande Vista Park, 10 Ferguson Drive, Great Falls, MT. The lessee will be responsible for an annual fee, utilities, and day-to-day maintenance.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The five year lease includes an annual fee of \$200. The City would be responsible for water costs for irrigation, up to a maximum of one thousand five hundred dollars (\$1500) per year. The Westside Little League Association facility occupies 30% of Grande Vista Park; the Association is responsible for 30% of the water bill for the Park less the \$1500 deduction. This has been accepted policy with other baseball programs.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Westside Little League Association has provided improvements to the City parkland including fencing, backstops, irrigation, turf, parking lots, buildings and restrooms. Loss of playing fields would be detrimental to the Westside Little League Association programs.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. However, this lease is similar to leases in the past which the Park Advisory Board has recommended that the City Commission approve. However, because of quorum issues, the Park Advisory Board has not been able to have a meeting to consider this renewal. Additionally, because of the COVID-19 pandemic, under the authority granted by Resolution 10341 and Ordinance 3217, the City Manager has suspended non-essential meetings of City advisory boards, along with the application of certain ordinance provisions. Since this is a lease renewal, staff recommends that the prior Park Advisory Board's favorable recommendation be considered.

Fiscal Impact: The \$200.00 annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not approve the lease and require the groups to find other options to conduct their activities.

Attachments/Exhibits: Westside Little League Lease Agreement

LEASE AGREEMENT

This Agreement, made and entered into this ____ of _____, 2020, by and between the CITY OF GREAT FALLS, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter called "City" and Westside Little League Association, P.O Box 266, Great Falls, Montana, hereinafter called "Lessee."

WHEREAS, User desires to enter into a Lease Agreement (hereinafter, the "Agreement") for use of a portion of the City-owned property described as Westside Little League Park, a portion of Grande Vista Park, located in the City of Great Falls at 1109 Ferguson, Great Falls Montana (hereinafter referred to as the "Property"), for the purpose of conducting a youth baseball/softball program (hereinafter referred to as the "Use"), the Conditions and Provisions regarding such Use are set forth in the covenants.

WHEREAS, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

WHEREAS, the parties do hereby covenant and agree as follows:

WITNESSETH:

The City, for and in consideration of the lease amounts to be paid and the agreement to be performed by Lessee, does hereby lease, and let unto the Lessee that area, called Westside Little League Park in of a portion of the City-owned property described as Grande Vista Park, located in the City of Great Falls at 1109 Ferguson, Great Falls Montana. Other than the property identified herein to which this Agreement applies, the City shall retain the exclusive use of the remainder of the property, without interference from Lessee.

TERM OF LEASE

The term of the lease will be for five (5) years effective ____ of _____, 2020 and expiring the 31st day of December, 2024. Upon completion of the initial term of the agreement, the City, at its sole discretion, may terminate the lease, or if requested by Lessee thirty (30) days prior to expiration, may, in its sole discretion, grant an extension of this agreement, with any conditions and covenants of this agreement, including but not limited to the fee amount, to be negotiated.

Notwithstanding the above term of lease, this lease is terminated if the Lessee's use of the Property ceases to be for a public purpose, in such event, the use of the Property immediately reverts to the City of Great Falls. Further, the agreement may be terminated prior to the expiration of the above term of lease by either party giving written notice to the other of not less than sixty (60) days.

RENTAL

In consideration therefore, the Lessee agrees to pay to the City the sum of \$200 annually for the term of the lease agreement. Said rental payments will commence on the effective date of this agreement, payable on or before January 2nd of each year of the agreement.

ACCEPTANCE OF CONDITION

Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by the City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the uses to which the premises may be put.

COVENANTS OF THE LESSEE

The Lessee hereby covenants and agrees that the Lessee will:

1. Use and occupy said property in a careful and proper manner and not commit any waste therein;
2. Agree that if Lessee uses the property before restrooms open or continue after they close for the year, Lessee must provide portable toilet facilities at their expense for use by their participants. Park restrooms open approximately May 15th and close approximately October 1st each season. For properties that do not include park restrooms, Lessee must provide portable toilet facilities at their expense for use by their participants during the duration of their property use;
3. Not use or occupy said Property for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises, including but not limited to the requirements of the City/County Health Department;
4. Not use the Property for any purpose other than for providing youth baseball and/or softball programs, without written consent of City Park and Recreation Director;
5. Not assign the lease, nor sublet said Property, nor any part thereof, without the written consent of the City;
6. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
7. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without prior written permission signed by the City Park and Recreation Director, and in addition thereto, shall make such changes at Lessee's cost, in compliance with the law and by obtaining all permits required for such work under The Official Code of the City of Great Falls. Approval for such proposed work shall not be unreasonably withheld. Any such

alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

8. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
9. Be responsible for all damage to property, public or private, that may be caused by Lessee's operations in the performance of this agreement; and
10. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.

MAINTENANCE AND IRRIGATION

Lessee Maintenance of Leased Premises. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to Lessor, keep and maintain the leased premises, including mowing and weed control, irrigation, and repairs and maintenance of Westside Little League Park, and all appurtenances thereto, in good condition by conducting maintenance and irrigation including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

The Lessee will be responsible for 30% of total water costs for the irrigation of Westside Little League Park, with the City providing up to a maximum of fifteen hundred dollars (\$1500.00). Any additional water costs over this amount will be billed to the Lessee; and will be due and payable upon receipt of billing. The maximum amount will be negotiable in subsequent years based on usage; any change will be made as an addendum to and made part of this Agreement.

Maintenance by City. Notwithstanding the paragraph above, in the spring, the City will turn water services on up to the backflow, concessions and restrooms; in the fall, the City will turn off the water and winterize the backflow, concessions, restrooms, and irrigation in Grande Vista Park, including Westside Little League Park area. Otherwise, City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the leased premises or any improvements thereon. Notwithstanding the above, City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee, its Association, or participants, which shall be the sole responsibility of Lessee.

Entry by City for Maintenance. Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of thirty (30) days to correct such default, City may, but need not, enter the leased premises and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

MUTUAL COVENANTS:

It is mutually agreed by and between the City and Lessee that:

1. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever;
3. The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture.
4. City's interest in and to said leased premises shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

INSURANCE REQUIREMENTS

During the term of the Lease and its extensions the Lessee agrees to carry Commercial General Liability insurance for personal injury and property damage, in at least the following amounts: \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

The insurance policy or policies must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City.

The Lessee shall furnish to the City on or before possession and thereafter on or before January 31st of each year, the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph.

Providing the City of Great Falls proof of required insurance annually is a condition of this lease agreement. Failure to provide insurance documentation on or before January 31st of each year will be a violation to this agreement and will result in a loss of use of the designated property.

Lessee is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Lessee is not authorized to represent the City or otherwise bind the City in any dealings between Lessee and any third parties. Lessee shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana,

Title 39, Chapter 71, MCA. Lessee shall maintain workers' compensation coverage for all members and employees of Lessee's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Lessee shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

INDEMNIFICATION

To the fullest extent permitted by law, the Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee's use of the premises, including use by its agents, assigns, renters, employees and others using the Property. The City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the leased premises or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

NONDISCRIMINATION

Lessee agrees that in the use of this Property Lessee will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, or any other classification protected under the law.

DEFAULT AND TERMINATION

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

ENFORCEMENT

In the event either party resorts to judicial proceedings to enforce any rights under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys' (including city attorneys') fees and costs.

INVALIDITY

The invalidity or ineffectiveness, for any reason, of any portion of this Lease Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of the Lease Agreement.

WAIVER

The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease Agreement with the consent of the City shall be construed to be a tenancy from month to month, at the same monthly rental as required pursuant to the terms of this Lease Agreement, and shall otherwise be on the terms and conditions herein specified so far as applicable.

BINDING EFFECT

It is mutually understood and agreed that each and every provision of this Lease Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto. Masculine pronouns shall be construed as feminine or neuter pronouns and singular pronouns and verbs shall be construed as plural in any place in which the context may require such construction.

NOTICE

Any notice required to be given under this lease shall be in writing and may be served on either of the parties by mailing same in a sealed, postpaid envelope addressed to the City Manager at the Civic Center, Great Falls, Montana, and to the Lessee at address above stated, and by depositing such notice in any United States Post Office or letter receptacle, and which notice shall be deemed to have been made upon the date of mailing.

ENTIRE AGREEMENT

There are no conditions to the lease, either subsequent or precedent, except as set forth herein. This Lease constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

APPLICABILITY

This Lease and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

CITY OF GREAT FALLS,

**WESTSIDE LITTLE LEAGUE
ASSOCIATION,**

Gregory T. Doyon, City Manager

By: _____
(signature)

(printed name)

ATTEST:

Its: _____
Title or Office

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the city of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



Item: Americans Little League – Americans Little League Association
From: Park & Recreation
Initiated By: Steve Herrig, Park & Recreation Director
Presented By: Steve Herrig, Park & Recreation Director
Action Requested: Conduct Public Hearing and Approve Lease Agreement

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) a lease agreement of City owned property located at 38th Street North and 10th Ave with Americans Little League Association.”

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote. (4/5 vote required for approval)
-

Staff Recommendation: Staff recommends the City Commission conduct a public hearing and approve a lease of a portion of City land located at 38th Street North and 10th Ave with the Americans Little League Association.

Summary: The proposed lease with Americans Little League Association would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice. The leased land is located 38th Street North and 10th Ave, Great Falls, MT. The lessee will be responsible for an annual fee, utilities, and day-to-day maintenance.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The five year lease includes an annual fee of \$200. The City would be responsible for water costs for irrigation, up to a maximum of three thousand dollars (\$3000) per year. The Americans Little League Association will be responsible for total water costs for irrigation of Americans Little League Park less the \$3000 deduction. This has been accepted policy with other baseball programs.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Americans Little League Association has provided improvements to the City parkland including fencing, backstops, irrigation, turf, parking lots, buildings and restrooms. Loss of playing fields would be detrimental to the Americans Little League Association programs.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. However, this lease is similar to leases in the past which the Park Advisory Board has recommended that the City Commission approve. However, because of quorum issues, the Park Advisory Board has not been able to have a meeting to consider this renewal. Additionally, because of the COVID-19 pandemic, under the authority granted by Resolution 10341 and Ordinance 3217, the City Manager has suspended non-essential meetings of City advisory boards, along with the application of certain ordinance provisions. Since this is a lease renewal, staff recommends that the prior Park Advisory Board's favorable recommendation be considered.

Fiscal Impact: The \$200.00 annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not approve the lease and require the groups to find other options to conduct their activities.

Attachments/Exhibits: Americans Little League Lease Agreement

LEASE AGREEMENT

This Agreement, made and entered into this ____ of _____, 2020, by and between the CITY OF GREAT FALLS, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter called "City" and Americans Little League Association, P.O. Box 7252, Great Falls, Montana, hereinafter called "Lessee."

WHEREAS, User desires to enter into a Lease Agreement (hereinafter, the "Agreement") for use of a portion of the City-owned property described as Americans Little League Park, located in the City of Great Falls at 38th Street North, Great Falls Montana (hereinafter referred to as the "Property"), for the purpose of conducting a youth baseball/softball program (hereinafter referred to as the "Use"), the Conditions and Provisions regarding such Use are set forth in the covenants.

WHEREAS, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

WHEREAS, the parties do hereby covenant and agree as follows:

WITNESSETH:

The City, for and in consideration of the lease amounts to be paid and the agreement to be performed by Lessee, does hereby lease, and let unto the Lessee that area of the City-owned property described as Americans Little League Park, located in the City of Great Falls at 38th Street North, Great Falls Montana. Other than the property identified herein to which this Agreement applies, the City shall retain the exclusive use of the remainder of the property, without interference from Lessee.

TERM OF LEASE

The term of the lease will be for five (5) years effective ____ of _____, 2020 and expiring the 31st day of December, 2024. Upon completion of the initial term of the agreement, the City, at its sole discretion, may terminate the lease, or if requested by Lessee thirty (30) days prior to expiration, may, in its sole discretion, grant an extension of this agreement, with any conditions and covenants of this agreement, including but not limited to the fee amount, to be negotiated.

Notwithstanding the above term of lease, this lease is terminated if the Lessee's use of the Property ceases to be for a public purpose, in such event, the use of the Property immediately reverts to the City of Great Falls. Further, the agreement may be terminated prior to the expiration of the above term of lease by either party giving written notice to the other of not less than sixty (60) days.

RENTAL

In consideration therefore, the Lessee agrees to pay to the City the sum of \$200 annually for the term of the lease agreement. Said rental payments will commence on the effective date of this agreement, payable on or before January 2nd of each year of the agreement.

ACCEPTANCE OF CONDITION

Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by the City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the uses to which the premises may be put.

COVENANTS OF THE LESSEE

The Lessee hereby covenants and agrees that the Lessee will:

1. Use and occupy said property in a careful and proper manner and not commit any waste therein;
2. Agree that if Lessee uses the property before restrooms open or continue after they close for the year, Lessee must provide portable toilet facilities at their expense for use by their participants. Park restrooms open approximately May 15th and close approximately October 1st each season. For properties that do not include park restrooms, Lessee must provide portable toilet facilities at their expense for use by their participants during the duration of their property use;
3. Not use or occupy said Property for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises, including but not limited to the requirements of the City/County Health Department;
4. Not use the Property for any purpose other than for providing youth baseball and/or softball programs, without written consent of City Park and Recreation Director;
5. Not assign the lease, nor sublet said Property, nor any part thereof, without the written consent of the City;
6. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
7. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without prior written permission signed by the City Park and Recreation Director, and in addition thereto, shall make such changes at Lessee's cost, in compliance with the law and by obtaining all permits required for such work under The Official Code of the City of Great Falls. Approval for such proposed work shall not be unreasonably withheld. Any such

alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

8. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
9. Be responsible for all damage to property, public or private, that may be caused by Lessee's operations in the performance of this agreement; and
10. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.

MAINTENANCE AND IRRIGATION

Lessee Maintenance of Leased Premises. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to Lessor, keep and maintain the leased premises, including mowing and weed control, irrigation, and repairs and maintenance of Americans Little League Park, and all appurtenances thereto, in good condition by conducting maintenance and irrigation including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

The Lessee will be responsible for the water costs for the irrigation of Americans Little League Park, with the City providing up to a maximum of three thousand dollars (\$3000.00). Any additional water costs over this amount will be billed to the Lessee; and will be due and payable upon receipt of billing. The maximum amount will be negotiable in subsequent years based on usage; any change will be made as an addendum to and made part of this Agreement.

Maintenance by City. Notwithstanding the paragraph above, in the spring, the City will turn water services on up to the backflow, concessions and restrooms; in the fall, the City will turn off the water and winterize the backflow, concessions, and restrooms in Americans Little League Park. Otherwise, City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the leased premises or any improvements thereon. Notwithstanding the above, City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee, its Association, or participants, which shall be the sole responsibility of Lessee.

Entry by City for Maintenance. Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of thirty (30) days to correct such default, City may, but need not, enter the leased premises and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

MUTUAL COVENANTS:

It is mutually agreed by and between the City and Lessee that:

1. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever;
3. The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture.
4. City's interest in and to said leased premises shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

INSURANCE REQUIREMENTS

During the term of the Lease and its extensions the Lessee agrees to carry Commercial General Liability insurance for personal injury and property damage, in at least the following amounts: \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

The insurance policy or policies must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City.

The Lessee shall furnish to the City on or before possession and thereafter on or before January 31st of each year, the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph.

Providing the City of Great Falls proof of required insurance annually is a condition of this lease agreement. Failure to provide insurance documentation on or before January 31st of each year will be a violation to this agreement and will result in a loss of use of the designated property.

Lessee is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Lessee is not authorized to represent the City or otherwise bind the City in any dealings between Lessee and any third parties. Lessee shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Lessee shall maintain workers' compensation coverage for all members and employees of Lessee's business, except for those members who are exempted as

independent contractors under the provisions of §39-71-401, MCA. Lessee shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

INDEMNIFICATION

To the fullest extent permitted by law, the Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee's use of the premises, including use by its agents, assigns, renters, employees and others using the Property. The City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the leased premises or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

NONDISCRIMINATION

Lessee agrees that in the use of this Property Lessee will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, or any other classification protected under the law.

DEFAULT AND TERMINATION

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

ENFORCEMENT

In the event either party resorts to judicial proceedings to enforce any rights under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys' (including city attorneys') fees and costs.

INVALIDITY

The invalidity or ineffectiveness, for any reason, of any portion of this Lease Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of the Lease Agreement.

WAIVER

The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease Agreement with the consent of the City shall be construed to be a tenancy from month to month, at the same monthly rental as required pursuant to the terms of this Lease Agreement, and shall otherwise be on the terms and conditions herein specified so far as applicable.

BINDING EFFECT

It is mutually understood and agreed that each and every provision of this Lease Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto. Masculine pronouns shall be construed as feminine or neuter pronouns and singular pronouns and verbs shall be construed as plural in any place in which the context may require such construction.

NOTICE

Any notice required to be given under this lease shall be in writing and may be served on either of the parties by mailing same in a sealed, postpaid envelope addressed to the City Manager at the Civic Center, Great Falls, Montana, and to the Lessee at address above stated, and by depositing such notice in any United States Post Office or letter receptacle, and which notice shall be deemed to have been made upon the date of mailing.

ENTIRE AGREEMENT

There are no conditions to the lease, either subsequent or precedent, except as set forth herein. This Lease constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

APPLICABILITY

This Lease and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

CITY OF GREAT FALLS,

AMERICANS LITTLE LEAGUE,

Gregory T. Doyon, City Manager

By: _____
(signature)

(printed name)

ATTEST:

Its: _____
Title or Office

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the city of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



Item: Riverside Little League Park – Riverside Little League Association
From: Park & Recreation Department
Initiated By: Steve Herrig, Park & Recreation Director
Presented By: Steve Herrig, Park & Recreation Director
Action Requested: Conduct Public Hearing and Approve Lease Agreement

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) a lease agreement of City owned property located in Sacajawea Park and Riverside Little League Park with the Riverside Little League Association.”

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote. (4/5 vote required for approval)
-

Staff Recommendation: Staff recommends the City Commission conduct a public hearing and approve the lease of a portion of City Park located in Sacajawea Park and Riverside Little League Park with the Riverside Little League Association.

Summary: The proposed lease with Riverside Little League Association would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice. The leased parkland is located in Sacajawea Park, 2900 8th St NE, Great Falls, MT and Riverside Little League Park, 3700 7th St NE, Great Falls, MT. The lessee will be responsible for an annual fee, utilities, and day-to-day maintenance.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing

thereon and allow at least fifteen (15) days' notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The five year lease includes an annual fee of \$250. The City would be responsible for water costs for irrigation, up to a maximum of one thousand five hundred dollars (\$1500) per year. The Riverside Little League Association will be responsible for 60 % of total water costs for irrigation of Sacajawea Park and Riverside Little League Park less the \$1500 deduction. This has been accepted policy with other baseball programs.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Riverside Little League Association has provided improvements to the City parkland including fencing, backstops, irrigation, turf, parking lots, buildings and restrooms. Loss of playing fields would be detrimental to the Riverside Little League Association programs.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. However, this lease is similar to leases in the past which the Park Advisory Board has recommended that the City Commission approve. However, because of quorum issues, the Park Advisory Board has not been able to have a meeting to consider this renewal. Additionally, because of the COVID-19 pandemic, under the authority granted by Resolution 10341 and Ordinance 3217, the City Manager has suspended non-essential meetings of City advisory boards, along with the application of certain ordinance provisions. Since this is a lease renewal, staff recommends that the prior Park Advisory Board's favorable recommendation be considered.

Fiscal Impact: The \$250.00 annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not approve the lease and require the groups to find other options to conduct their activities.

Attachments/Exhibits: Riverside Little League Lease Agreement

LEASE AGREEMENT

This Agreement, made and entered into this ____ of _____, 2020, by and between the CITY OF GREAT FALLS, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter called "City" and Riverside Little League Association, P.O Box 481, Black Eagle, Montana 59415, hereinafter called "Lessee."

WHEREAS, User desires to enter into a Lease Agreement (hereinafter, the "Agreement") for use of a portion of the City-owned property described as Riverside Little League, located in Sacajawea Park and Riverside Little League Park, Great Falls Montana (hereinafter referred to as the "Property"), for the purpose of conducting a youth baseball/softball program (hereinafter referred to as the "Use"), the Conditions and Provisions regarding such Use are set forth in the covenants.

WHEREAS, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

WHEREAS, the parties do hereby covenant and agree as follows:

WITNESSETH:

The City, for and in consideration of the lease amounts to be paid and the agreement to be performed by Lessee, does hereby lease, and let unto the Lessee that area of a portion of the City-owned property described as Riverside Little League, located in Sacajawea Park and Riverside Little League Park, Great Falls Montana. Other than the property identified herein to which this Agreement applies, the City shall retain the exclusive use of the remainder of the property, without interference from Lessee.

TERM OF LEASE

The term of the lease will be for five (5) years effective ____ of _____, 2020 and expiring the 31st day of December, 2024. Upon completion of the initial term of the agreement, the City, at its sole discretion, may terminate the lease, or if requested by Lessee thirty (30) days prior to expiration, may, in its sole discretion, grant an extension of this agreement, with any conditions and covenants of this agreement, including but not limited to the fee amount, to be negotiated.

Notwithstanding the above term of lease, this lease is terminated if the Lessee's use of the Property ceases to be for a public purpose, in such event, the use of the Property immediately reverts to the City of Great Falls. Further, the agreement may be terminated prior to the expiration of the above term of lease by either party giving written notice to the other of not less than sixty (60) days.

RENTAL

In consideration therefore, the Lessee agrees to pay to the City the sum of \$250 annually for the term of the lease agreement. Said rental payments will commence on the effective date of this agreement, payable on or before January 2nd of each year of the agreement.

ACCEPTANCE OF CONDITION

Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same "as is" and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by the City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the uses to which the premises may be put.

COVENANTS OF THE LESSEE

The Lessee hereby covenants and agrees that the Lessee will:

1. Use and occupy said property in a careful and proper manner and not commit any waste therein;
2. Agree that if Lessee uses the property before restrooms open or continue after they close for the year, Lessee must provide portable toilet facilities at their expense for use by their participants. Park restrooms open approximately May 15th and close approximately October 1st each season. For properties that do not include park restrooms, Lessee must provide portable toilet facilities at their expense for use by their participants during the duration of their property use;
3. Not use or occupy said Property for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises, including but not limited to the requirements of the City/County Health Department;
4. Not use the Property for any purpose other than for providing youth baseball and/or softball programs, without written consent of City Park and Recreation Director;
5. Not assign the lease, nor sublet said Property, nor any part thereof, without the written consent of the City;
6. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
7. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without prior written permission signed by the City Park and Recreation Director, and in addition thereto, shall make such changes at Lessee's cost, in compliance with the law and by obtaining all permits required for such work under The Official Code of the City of Great Falls. Approval for such proposed work shall not be unreasonably withheld. Any such

alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;

8. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
9. Be responsible for all damage to property, public or private, that may be caused by Lessee's operations in the performance of this agreement; and
10. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.

MAINTENANCE AND IRRIGATION

Lessee Maintenance of Leased Premises. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to Lessor, keep and maintain the leased premises, including mowing and weed control, irrigation, and repairs and maintenance of Riverside Little League Park, and all appurtenances thereto, in good condition by conducting maintenance and irrigation including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

The Lessee will be responsible for 60 % of total water costs for irrigation of the Sacajawea Park and Riverside Little League Park, with the City providing up to a maximum of fifteen hundred dollars (\$1500.00). Any additional water costs over this amount will be billed to the Lessee; and will be due and payable upon receipt of billing. The maximum amount will be negotiable in subsequent years based on usage; any change will be made as an addendum to and made part of this Agreement.

Maintenance by City. Notwithstanding the paragraph above, City agrees to maintain the irrigation and mowing, turn on and off and blow out the irrigation annually, and repair or replace any irrigation issues at Sacajawea Park. In the spring, the City will turn water services on up to the backflow, concessions and restrooms; in the fall, the City will turn off the water and winterize the backflow, concessions, and restrooms in Riverside Little League Park. Otherwise, City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the leased premises or any improvements thereon. Notwithstanding the above, City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee, its Association, or participants, which shall be the sole responsibility of Lessee.

Entry by City for Maintenance. Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of thirty (30) days to correct such default, City may, but need not, enter the leased premises and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

MUTUAL COVENANTS:

It is mutually agreed by and between the City and Lessee that:

1. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever;
3. The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture.
4. City's interest in and to said leased premises shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

INSURANCE REQUIREMENTS

During the term of the Lease and its extensions the Lessee agrees to carry Commercial General Liability insurance for personal injury and property damage, in at least the following amounts: \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

The insurance policy or policies must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City.

The Lessee shall furnish to the City on or before possession and thereafter on or before January 31st of each year, the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph.

Providing the City of Great Falls proof of required insurance annually is a condition of this lease agreement. Failure to provide insurance documentation on or before January 31st of each year will be a violation to this agreement and will result in a loss of use of the designated property.

Lessee is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Lessee is not authorized to represent the City or otherwise bind the City in any dealings between Lessee and any third parties. Lessee shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana,

Title 39, Chapter 71, MCA. Lessee shall maintain workers' compensation coverage for all members and employees of Lessee's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Lessee shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

INDEMNIFICATION

To the fullest extent permitted by law, the Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee's use of the premises, including use by its agents, assigns, renters, employees and others using the Property. The City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the leased premises or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

NONDISCRIMINATION

Lessee agrees that in the use of this Property Lessee will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, or any other classification protected under the law.

DEFAULT AND TERMINATION

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

ENFORCEMENT

In the event either party resorts to judicial proceedings to enforce any rights under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys' (including city attorneys') fees and costs.

INVALIDITY

The invalidity or ineffectiveness, for any reason, of any portion of this Lease Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of the Lease Agreement.

WAIVER

The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease Agreement with the consent of the City shall be construed to be a tenancy from month to month, at the same monthly rental as required pursuant to the terms of this Lease Agreement, and shall otherwise be on the terms and conditions herein specified so far as applicable.

BINDING EFFECT

It is mutually understood and agreed that each and every provision of this Lease Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto. Masculine pronouns shall be construed as feminine or neuter pronouns and singular pronouns and verbs shall be construed as plural in any place in which the context may require such construction.

NOTICE

Any notice required to be given under this lease shall be in writing and may be served on either of the parties by mailing same in a sealed, postpaid envelope addressed to the City Manager at the Civic Center, Great Falls, Montana, and to the Lessee at address above stated, and by depositing such notice in any United States Post Office or letter receptacle, and which notice shall be deemed to have been made upon the date of mailing.

ENTIRE AGREEMENT

There are no conditions to the lease, either subsequent or precedent, except as set forth herein. This Lease constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

APPLICABILITY

This Lease and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

CITY OF GREAT FALLS,

**RIVERSIDE LITTLE LEAGUE
ASSOCIATION,**

Gregory T. Doyon, City Manager

By: _____
(signature)

(printed name)

ATTEST:

Its: _____
Title or Office

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the city of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.