

**RESOLUTION NO. R16-13**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR  
TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE  
YWCA BILLINGS FOR CRIME VICTIM ADVOCATE SERVICES.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The MOU negotiated between the City of Laurel and the YWCA Billings relating to crime victim advocate services, a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the MOU on behalf of the City.

Introduced at a regular meeting of the City Council on February 16, 2016 by Council Member McGee.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 16<sup>th</sup> day of February, 2016.

APPROVED by the Mayor this 16<sup>th</sup> day of February, 2016.

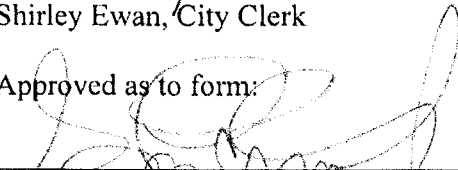
CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into by and between the City of Laurel, hereinafter referred to as Client, and the YWCA Billings, hereinafter referred to as "Advocates."

**ADVOCATE RELATIONSHIP:** Client hereby engages Advocates for the provision of services for Client for matters assigned and directed by Client. Client's City Judge and City Prosecutor shall assign the Advocate's provision of services. The City Judge shall be the primary contact for administrative issues. Advocates are not employees of the City and agree to provide their own office, staff and equipment at no charge to Client. Advocates are not eligible for any employee benefits of the City.

Advocates agree to assist the Client in meeting the requirements contained in MCA §§46-24-104, 106, 202, 203, 204, 205, 211, as well as providing general advocacy services for victims of crimes perpetrated by family members in cases being actively prosecuted in Laurel City Court.

**FEES:** For services performed for Client by Advocates, Client agrees to pay Advocates the rate of \$17.00 per hour. Advocates agree to provide Client an invoice each and every month itemizing services rendered every month. Client agrees to pay Advocates each and every month for services rendered and costs incurred. City shall pay Advocates from the victim and witness advocate program fees currently held in Fund 2917. The fees paid under this contract shall not exceed the funds available in Fund 2917.

Travel costs beyond local travel (travel within Yellowstone County) shall be undertaken only upon Client's request. Client shall reimburse Advocates their actual costs of travel (other than local) and pay per diem at rates established by the State of Montana.

**DURATION:** This Agreement shall immediately commence on February 16, 2016, and shall continue until June 30, 2017. Each party reserves the right to re-negotiate any material term of this Agreement prior to its expiration. Either party may terminate this agreement at any other time for any reason upon thirty (30) days written notice provided to the other party.

**MODIFICATION:** This Agreement or any provision thereof may be modified at any time upon mutual consent expressed in a mutually signed writing, upon approval by the City Council.

DATED this 16<sup>th</sup> day of February, 2016.

CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, Clerk/Treasurer

YWCA OF BILLINGS

  
\_\_\_\_\_  
Merry Lee Olson, CEO

CITY COURT

  
\_\_\_\_\_  
Jean Kerr, City Court Judge