INTERLOCAL AGREEMENT

GALLATIN COUN TY – CITY OF BELGRADE
GALLATIN AIRPORT AUTHORITY

This Agreement is made and entered into this 9th June ~~day of May,~~ 2005, among Gallatin County, Montana (County); the City of Belgrade, Montana (City); and the Gallatin Airport Authority (Airport).

WHEREAS, the City is one of the fastest growing cities in the State of Montana, and traffic to the East of the City, including the turnoff of Old U.S. Highway 10 to the Airport, has increased greatly in the past few years and can be expected to steadily increase in the future; and

WHEREAS, there currently exists only one interchange off of Interstate 90 into the City, and vehicles traveling to the Airport on I-90 using the current City interchange must travel through the City, adding to the City's traffic problems; and

WHEREAS, the County is one of the fastest growing counties in the State of Montana, with traffic on County roads becoming an increasing burden on County taxpayers, including traffic on County roads in the City's vicinity; and

WHEREAS, both the Belgrade Area Transportation and the Greater Bozeman Area Transportation Plan 2001 Update include the proposed interchange in their respective lists of recommended major projects; and

WHEREAS, County, Airport, and the City desire a study of whether a new interchange from I-90 should be constructed East of Belgrade and leading directly to the Airport; and

WHEREAS, the Montana Department of Transportation, and the Federal Highway Administration, require completion of an Environmental Assessment (hereinafter EA) for this proposed new Airport interchange; and

WHEREAS, the County and Cities have the authority to enter into this agreement pursuant to Sections 7-11-101 through 7-11-108, MCA.

NOW, THEREFORE, the County, City and Airport agree as follows:

1. **PURPOSE OF INTERLOCAL AGREEMENT.** The purpose of this Agreement is to facilitate payment of engineering fees for completing an EA for a new interchange from I-90 to the Airport.

2. **DURATION.** The term of this Agreement shall be for a period of 5 (five) years from the date of execution of this Agreement as set forth above. Should greater than 5 years be required to determine whether the I-90 Airport interchange will be constructed, then this Agreement is automatically renewed for an additional period of 5 (five) years so that determination can be made.

3. **FINANCING.** The following shall govern the payment to the engineer(s) who prepare the EA:

a. First the Airport shall pay up to $300,000 toward the EA for the interchange.

b. In the event that the I-90 Airport interchange is not constructed, the Airport shall be reimbursed as follows: 1/3 (one-third) of the total paid for the EA, but not to exceed $100,000, shall be paid to the Airport by the County; 1/3 of the total of paid for the EA, but not to exceed $100,000, shall be paid to the Airport by the City.

c. Should the I-90 Airport interchange project continue through completion of the construction phase, no reimbursement is due the Airport. The $300,000 will be considered to be a contribution, by the Airport, toward the overall cost of the project.

4. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. No alterations, modifications, or additions to this Agreement shall be binding unless reduced to writing and signed by the parties.

5. **AMENDMENTS.** The terms and conditions of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto. No oral modification shall be enforceable.

6. **SEVERABILITY.** The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability or any other provision herein.

7. **EFFECTIVE DATE.** This Inter-local Agreement is effective on the date stated in the first paragraph of this Agreement.

8. **RECORDATION.** This Agreement shall be filed with the Gallatin County Clerk and Recorder, Belgrade Finance Director, Airport Manager, and Montana Secretary of State, as required by Section 7-11-107, MCA.

GALLATIN COUNTY COMMISSION

William A. Murdock, Chairman

ATTEST:

Shelley Vance
Clerk and Recorder

GALLATIN AIRPORT AUTHORITY

Steve Williamson
Chair, Airport Board

ATTEST:

Cherie Ferguson
Notary

CITY OF BELGRADE

Joe Menicucci
City Manager

ATTEST:

Marilyn Foltz
Director of Finance

BELGRADE MONTANA REGISTRY SEAL GALLATIN COUNTY