

Return to:  
Gallatin County  
311 West Main Street  
Bozeman, MT 589715  
Attn: Nicole (Cola) Rowley  
Deputy Gallatin County Administrator

**INTERLOCAL AGREEMENT FOR TRANSPORTATION PLANNING SERVICES  
BETWEEN GALLATIN COUNTY, CITY OF BOZEMAN, AND CITY OF BELGRADE**

This Interlocal Agreement (“Agreement”) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated (“MCA”) among Gallatin County (“County”), a political subdivision of the State of Montana with principle offices at 311 West Main Street, Bozeman, Montana 59715; the City of Bozeman (“Bozeman”), a self-governing municipality with principal offices at 121 North Rouse Avenue, Bozeman, Montana 59715, and the City of Belgrade (“Belgrade”), a self-governing municipality with principal offices at 91 East Central Avenue, Belgrade, Montana 59714 (collectively “Parties”).

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Sections 7-11-101 through 7-11-108, MCA; and

WHEREAS, data from the 2020 Census indicates the population in the greater Bozeman area required for establishing a Metropolitan Planning Organization has been exceeded requiring the creation of a Metropolitan Planning Organization; and

WHEREAS, the Parties represent the affected local units of government representing 75 percent of the population in the entire metropolitan area; and

WHEREAS, the Parties find and agree that it is in the best interests of the citizens of each government entity to cooperate in and maintain a comprehensive transportation planning process and establish a Metropolitan Planning Organization.

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein, the Parties agree as follows:

1. **PURPOSE OF INTERLOCAL AGREEMENT.** The purpose of this Agreement is to facilitate the creation of the Gallatin Valley Metropolitan Planning Organization (the “Gallatin Valley MPO”). The Gallatin Valley MPO will enhance the ability of the Parties to carry out planning, coordination and integration of activities necessary to maintain a comprehensive, cooperative, and continuing multi-agency transportation planning process. The Gallatin Valley MPO must include the Montana Department of Transportation and the Gallatin Valley Urban Transportation District and thus creation of the MPO is formally memorialized through a separate “Memorandum of Agreement Establishing the Gallatin Valley Metropolitan Transportation Process and Creating the Gallatin Valley Transportation Coordinating Committee (the “MOA for the Gallatin Valley MPO”). The purpose of this Agreement, therefore, is to establish

understandings and commitments from the Parties as to how to fund and administer the Gallatin Valley MPO.

## 2. ADMINISTRATION.

- 2.1 Bozeman will be the host agency and perform all administrative functions of the Gallatin Valley MPO, including receipt and administration of federal funds, staffing, payroll, record and information management.
- 2.2 Bozeman will provide office space, information technology, and all equipment necessary to provide staff support for the Gallatin Valley MPO.
- 2.3 All real and personal property necessary for the Parties to create and operate the Gallatin Valley MPO will be acquired and owned by Bozeman.
- 2.4 Unless a conflict exists, legal services for the Gallatin Valley MPO's functions shall be carried out by the Bozeman City Attorney's Office. If a conflict exists, the Bozeman City Attorney must notify the Transportation Policy Coordinating Committee ("TPCC") members. In such a case, the Parties will work cooperatively to retain alternative counsel.
- 2.5 Bozeman is authorized, subject to consultation with the TPCC of the Gallatin Valley MPO, as established pursuant to the MOA for the Gallatin Valley MPO, to enter all contracts necessary to perform the functions of the Gallatin Valley MPO. In doing so, all such contracts will be subject to Bozeman's contracting and procurement policies.

## 3. STAFFING.

- 3.1 The principal employee ("Employee") assigned to the Gallatin Valley MPO will be a Bozeman employee. The TPCC will create a staffing committee to advise Bozeman during the hiring process of the Employee. The staffing committee will consist of the following members of the TPCC: (1) Bozeman Mayor, or designee; (2) Bozeman Commissioner, or designee; (3) Belgrade City Manager, or designee; (4) Gallatin County Commission Chair, or designee. Additional personnel hired specifically for the Gallatin Valley MPO will be Bozeman employees and will report to the Employee. Bozeman must follow its employment policies for all employees hired to provide services to the MPO.
- 3.2 Each Party may also donate their own employees to support the Gallatin Valley MPO; if so, any such additional staff support provided by Belgrade or the County to support the Gallatin Valley MPO will not be considered employees of the Gallatin Valley MPO or of Bozeman. In such a case, each Party will provide office space and all necessary equipment for their staff as needed, at no cost to the other Parties or the Gallatin Valley MPO. Such employees are subject to the employment policies of the organization that employs them.

As such, each party shall be responsible for all claims arising from its respective employer/employee relationships with respect to any donated employee of the Party during any time that the employee of the Party is working on Gallatin Valley MPO matters. For the purpose of this agreement, elected and appointed public officials are included in the employer/employee relationship. Examples of the employer/employee relationship include selection, termination, discipline, benefits, and equal employment opportunity issues. Each Party shall provide its own Workers' Compensation coverage as provided by law with respect to any donated employee of the Party during any time that the employee of the Party is working on Gallatin Valley MPO matters.

- 3.3 Bozeman will be responsible for reporting and payment of retirement systems contributions for its employees. Gallatin County and Belgrade will be responsible for reporting and payment of retirement system contributions for any employee provided by them to assist with the Gallatin Valley MPO.
4. FUNDING/ADDITIONAL COVERED PARTY.
  - 4.1 The Gallatin Valley MPO will be allocated federal funding. Bozeman, on behalf of the Gallatin Valley MPO in its capacity as the host agency, may seek reimbursement from federal funds allocated to the Gallatin Valley MPO for all costs which are eligible for reimbursement pursuant to federal law. For any costs of administering the Gallatin Valley MPO not eligible for Federal funding, Bozeman shall pay 50%, Gallatin County shall pay 25%, and Belgrade shall pay 25% of additional funding necessary for the completion of core functions of the Gallatin Valley MPO.
  - 4.2 Grant match, project, or non-core function costs will be divided equally between the Parties, or divided as agreed between the Parties on an equitable basis regarding a specific project. Each Party shall anticipate costs that will be required in addition to federal funding and submit budget requests during the annual budgeting processes. Expenditures by the Gallatin Valley MPO shall not exceed amounts budgeted by the Parties.
  - 4.3 Nothing herein subjects the Parties' non-federally funded transportation projects to this Agreement if such projects are funded solely through a Party's own capital improvement plan.
  - 4.4 Bozeman will seek to acquire through the Montana Municipal Interlocal Authority (the "MMIA") an additional covered party endorsement providing liability coverage through the MMIA Memorandum of Liability Coverage for the TPCC of the Gallatin Valley MPO. Such coverage will not cover individual members of the TPCC or individual members of the Transportation Technical Advisory Committee (TTAC). The Parties agree to reimburse Bozeman for costs of providing such coverage, including a party's share of any deductible owed by the

City, pursuant to the allocation provided in this section. Such endorsement will be limited to liability coverage only as provided for in the MMIA's Memorandum of Liability Coverage.

5. DATA COLLECTION AND SHARING. Each Party to this Agreement shall be responsible to participate in data collection, tracking and sharing in their respective jurisdiction as needed to support the work of the Gallatin Valley MPO.
6. RETAINED AUTHORITY. Each Party to this Agreement shall retain jurisdiction over roadways within their respective jurisdictions. The Gallatin Valley MPO will coordinate project specifics among the respective jurisdictions as needed through the MPO planning process.
7. REQUEST FOR ASSISTANCE. Each Party to this Agreement may request reasonable assistance from the Gallatin Valley MPO or any other Party on local transportation planning matters. Such assistance shall be provided at no cost to the requesting Party.
8. REQUEST FOR MODIFICATION. The Parties agree to participate in discussions regarding modifications to this Agreement in the event of a significant change in relative populations of the respective jurisdictions.
9. EFFECTIVE DATE. This Agreement shall be effective on the date the last party executes this Agreement and its effectiveness is contingent upon designation of the MPO entity by the Governor of Montana
10. NO SEPARATE LEGAL ENTITY. This Agreement does not create a separate legal entity.
11. TERM. This Agreement shall be perpetual, unless modified or terminated as provided in this Agreement.
12. AMENDMENT. The terms and conditions of this Agreement may not be amended except by an instrument in writing executed by the Parties.
13. TERMINATION. Any party may terminate its participation in this Agreement when its governing body adopts a resolution for termination and it serves written notice of intent to terminate on the other Parties, not less than six months before the end of the current fiscal year.
14. NON-WAIVER. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice to any of the party's rights to require strict performance of the same provision in the future or of any other provisions.
15. REPRESENTATIVES. The Parties' primary representative for purposes of this Agreement shall be each Party's chief administrative officer or designee.

16. HEADINGS. The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
17. NO THIRD-PARTY BENEFICIARY. This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
18. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Montana and any action to enforce any right or obligation shall be brought in the Eighteenth Judicial District Court of Montana.
19. CONSENT TO ELECTRONIC SIGNATURES. The Parties have consented to execute this Agreement electronically in conformance with the Montana Uniform Electronic Transactions Act, Title 30, Chapter 18, Part 1, MCA.
20. RECORDATION. The County will be responsible for filing an executed copy of this Agreement with the Gallatin County Clerk and Recorder and the Montana Secretary of State as required by Section 7-11-107, MCA.

GALLATIN COUNTY, MONTANA

By: \_\_\_\_\_  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Gallatin County Clerk and Recorder

CITY OF BOZEMAN, MONTANA

By: \_\_\_\_\_  
Bozeman City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bozeman City Clerk

CITY OF BELGRADE

By: \_\_\_\_\_  
Belgrade City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Belgrade City Clerk