

**INTERLOCAL AGREEMENT
CREATING AND GOVERNING THE
MONTANA URBAN COUNTIES COALITION**

ARTICLE I. PARTIES TO AGREEMENT

THIS AGREEMENT is made in the State of Montana by and among eligible local political subdivisions organized and existing under the laws of Montana, hereinafter referred to as “Members” which are parties signatory to the Agreement.

ARTICLE II. ENTITY CREATED BY AGREEMENT

By this Agreement, the Members hereby create the separate legal entity to be known as the “Montana Urban Counties Coalition” or “COALITION.” The COALITION is hereby established and governed by this Agreement, the Bylaws, and any policies or procedures adopted by the Board of the COALITION.

ARTICLE III. EFFECT AND DURATION

- A. This Agreement shall become effective upon approval and execution by a minimum of three counties. Consolidated city-counties may constitute a signatory to this Agreement.
- B. This Agreement shall be in effect for 10 years and shall automatically renew for successive 10-year terms unless terminated or amended as provided herein.

ARTICLE IV. LEGAL ENTITY

The COALITION is a self-governing political subdivision created by Agreement between two or more eligible political subdivisions pursuant to the Interlocal Cooperation Act, Sections 7-11-101, *et seq.*, MCA and as set forth herein. The COALITION is governed by this Agreement, the Bylaws, and any other policies or procedures adopted by the Board of the Directors of the COALITION.

ARTICLE V. COMPOSITION OF THE ENTITY

- A. Board of Directors. The COALITION shall be governed by a Board of Directors (“Board”) consisting of each active member county commissioner from each eligible county. Counties shall cast a single vote on any board action regardless of the number of commissioners in attendance. The Board shall operate only as a Board and individual Board Directors shall have no power as such.
- B. Membership. Eligible Members in the COALITION are determined by the Bylaws.

ARTICLE VI. PURPOSE OF THE ENTITY

The purpose of the COALITION is to serve eligible member counties and provide monitoring of legislative issues related to the counties, provide a forum for discussion of various county concerns

and issues, and provide education and assistance to member counties and their personnel. The COALITION may represent Members in front of state and federal agencies or related entities. COALITION may develop and deliver training, technical assistance, and other resources to support local transportation systems in compliance with federal, state, and local laws and regulations. In fulfilling its purpose, the COALITION will take such lawful steps as it deems necessary as authorized by its Members in accordance with these Bylaws.

ARTICLE VII. POWERS OF THE ENTITY

The COALITION has the power, subject to the provisions of state law, to:

- A. sue and be sued;
- B. buy, sell, mortgage, rent, lease, hold, manage, or dispose of any interest in real or personal property;
- C. contract with persons, corporations, or any other governmental entity;
- D. pay debts and expenses and accept reimbursements;
- E. borrow money;
- F. solicit and accept bequests, donations, or grants of money, property, services, or other advantages and comply with any condition that is not contrary to the public interest;
- G. execute documents necessary to receive money, property, services, or other advantages from any source;
- H. make grants and loans of money, property, and services for public purposes;
- I. hire, direct, and discharge employees or contractors;
- J. ratify any action of the COALITION or its officers, employees, or contractors that could have been approved in advance;
- K. purchase insurance; and
- L. exercise powers not inconsistent with law necessary for effective administration of authorized services and functions.

ARTICLE VIII. TERMINATION OF THE ENTITY AND DISTRIBUTION OF ASSETS

- A. Termination. This Agreement may be terminated at any time upon vote of 2/3 of the Board.
- B. Distribution of Assets. This Agreement and the COALITION shall continue to exist after termination for the purpose of distributing all assets and performing all other functions necessary to conclude the affairs of the entity. The Executive Directors of the Montana Association of Counties shall be responsible for disposing of property upon partial or complete termination. Any assets not disposed of shall be disposed of by the District Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IX. AMENDMENT

This Agreement may be amended at any time by vote of two-thirds of the members of the COALITION at a full membership meeting.

ARTICLE X. APPLICABLE LAW AND VENUE

The laws of the State of Montana shall govern the interpretation and provisions of this Agreement. Venue shall be in the First Judicial District.

ARTICLE XI. 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 of any other provision of this Agreement.

ARTICLE XII. ADMINISTRATION

- (A) The Board shall be responsible for the operation of the COALITION. The Board shall have direct responsibility for the supervision, management, and control of the business and property of the COALITION subject to these Bylaws.
- (B) The Board may hire, contract, appoint, or terminate an administrator and may delegate authority to such administrator to run the day-to-day operations of the COALITION.

ARTICLE XIII. ACQUISITION, HOLDING, AND DISTRIBUTION OF PROPERTY

The COALITION, by approval of the Board and in conformance with the Bylaws, policies, and procedures of the COALITION, shall have the authority to:

- (A) buy, sell, mortgage, rent, lease, hold, manage, or dispose of any interest in real or personal property;
- (B) solicit and accept bequests, donations, or grants of real or personal property;
- (C) execute documents necessary to receive real or personal property from any source; and
- (D) make grants and loans of real or personal property for public purposes.

ARTICLE XIV. REPORTS AND PAYMENT OF CONTRIBUTIONS.

The COALITION shall be responsible for reports and payment of any retirement system contributions pursuant to Section 19-2-506, MCA of applicable.

ARTICLE XV. FILING OF AGREEMENT

Within thirty (30) days of execution of this Agreement by all parties, the Board or its designee must be filed with the county clerk and recorder of the county or counties where each signatory is located and with the Montana Secretary of State.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned party has executed this Agreement on the date indicated below.

Name of County/Consolidated City-County

Address

Signed

Name and Title

Date

Attest:

Name and Title
