

**Interlocal Agreement Between Yellowstone County and the City of Billings
to Maintain and Operate the Traffic Signals at the Intersection of
Central Avenue and 48th Street West**

Introduction

Yellowstone County is a political subdivision of the State of Montana. The Yellowstone County Board of County Commissioners through the Yellowstone County Public Works Department manages various roads in the County. The Director of the County Public Works Department is Monica Plecker, address, (406) 256-2730, mplecker@yellowstonecountymt.gov.

The City of Billings is a municipality in Yellowstone County. The City Administrator through the City of Billings Public Works Department manages various roads in the City. The Deputy Director of the City Public Works Department is Jennifer Duray, durayj@billingsmt.gov, (406) 657 8239.

The County manages Central Avenue and 48th Street West. The roads are within the County and outside of the City. The County intends to install four (4) traffic signals at the intersection of Central Avenue and 48th Street West. The installation of the signals is part of a larger general improvement of the intersection. The County Public Works Department does not have the staff or equipment to maintain or operate the signals. The City Public Works Department has the staff and equipment to maintain and operate the signals. The County and the City would like the City to maintain and operate the signals and the County to pay the City for the maintenance and operations of the signals. The County and the City entered into this agreement for the City to maintain the and operate the signals and the County to pay the City for the maintenance and operations of the signals.

Traffic Signals

A total of four (4) traffic signals is included in the maintenance and operations agreement at the intersection of Central Avenue and 48th Street West.

Three (3) traffic signals are powder coated black Type 3A signal standards with 45-foot mast arms and 15-foot luminaire arms, one (1) each in the NW, SW, and SE quadrants of the intersection. Each of the three (3) mast arms supports one (1) – 3 section vehicle signal head with flashing arrows, and two (2) – 3 section vehicle signal heads. All signal indicators are LED. The standard in the NW corner supports one (1) ethernet radio communication device. The NW quadrant mast arm supports one (1) video detection camera, and one (1) emergency vehicle preemption detector.

One (1) traffic signal is powder coated black Type 3A signal standard with 40-foot mast arm and 15-foot luminaire arms in the NE quadrant of the intersection. The mast arm supports one (1) – 3 section vehicle signal head with flashing arrows, and one (1) – 3 section vehicle head. All signal indicators are LED.

One (1) signal controller cabinet pedestal (Type P) with an 8-phase controller is in the NW quadrant. The controller is Trafficware 980 ATC.

Responsibilities of the Parties

The City shall operate and maintain the signals. The City shall contact the County prior to performing any maintenance or changing operations of the traffic signals. The County may contact the City to perform any maintenance or request changes to the operation of the signals. The City shall respond to service requests in accordance with its standard response times, subject to staff availability and prioritization of public safety needs.”

The County shall pay an annual base fee of \$1,241.94_ to cover standby, inspection, and administrative costs. The County shall be responsible for all capital replacement and major rehabilitation costs, including but not limited to signal poles, mast arms, detection software or performance upgrades, controllers, cabinets, and detection systems. The City shall not be responsible for capital replacement unless separately agreed in writing. In addition to the base fee, the City shall track all work performed on the signals on a time and materials basis.. The City shall invoice the County Public Works Department for the work performed following completion of the work on a per occurrence basis.

The County shall reimburse the City within 30 calendar days of receiving an invoice.

Effective Date

This AGREEMENT is effective on July 1, 2026 and will terminate on June 30, 2036. The parties may extend this AGREEMENT, by mutual concurrence, in writing prior to its termination.

Default and Termination

The right is reserved by both the CITY and COUNTY to terminate this AGREEMENT at any time upon not less than thirty (30) days written notice to the other party. In the event the AGREEMENT is terminated, the CITY shall be paid for the amount of work performed or services rendered to date of termination per the AGREEMENT fee and the COUNTY shall be refunded any excess payments, including the annual fee as prorated to the date of 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 may, at its option, terminate this AGREEMENT and be released from all obligations if the default is not cured within ten (10) calendar 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.

Contact Person for Agreement

The contact people for the agreement are the Public Works Director for the County and the Deputy Public Works Director for the City. The contact information for them is in the introduction.

Indemnification

The COUNTY SHALL:

A. Indemnify, defend and save the CITY, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of COUNTY or its officers, agents or employees.

B. Not indemnify, defend, save and hold the CITY harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of the CITY occurring during the course of or as a result of the performance of the AGREEMENT.

C. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both the CITY and COUNTY, COUNTY shall indemnify, defend, save, and hold the CITY harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from COUNTY'S wrongful, reckless or negligent acts occurring as a result from COUNTY'S performance pursuant to this AGREEMENT

The CITY SHALL:

A. Indemnify, defend and save COUNTY, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of CITY or its agents or employees.

B. Not indemnify, defend, save and hold the COUNTY harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of COUNTY occurring during the course of or as a result of the performance of the AGREEMENT.

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the COUNTY and the CITY, the CITY shall indemnify, defend, save, and hold the COUNTY harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the CITY'S or its officers, agents or employee's wrongful,

reckless or negligent acts occurring as a result from the CITY'S performance pursuant to this AGREEMENT.

Governing Law and Venue

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this AGREEMENT shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

Severability

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the COUNTY, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Successors and Assigns

Neither the CITY nor the COUNTY shall assign, transfer or encumber any rights, duties or interests accruing from this AGREEMENT without the written consent of the other.

Yellowstone County

Executed this (NUMBER) day of (MONTH) (YEAR).

Yellowstone County Board of County Commissioners

Mark Morse, Chair

Michael J. Waters, Member

ATTEST:

Chris White, Member

Jeff Martin, Clerk and Recorder

City of Billings

Executed this (NUMBER) day of (MONTH) (YEAR).

City of Billings Administrator

(NAME), City of Billings Administrator