

**MEMORANDUM OF UNDERSTANDING BETWEEN
BILLINGS LIVABILITY PARTNERSHIP AND THE CITY OF BILLINGS,
MONTANA**

This Memorandum of Understanding (“MOU”) is made and entered into on _____, 2014 (the “Effective Date”) by and between the City of Billings, Montana (City) and Billings Livability Partnership (BLP), collectively referred to as the “Parties.”

RECITALS

- A. WHEREAS, the Billings Livability Partnership is a group of individuals who may belong to or be employed by local, state, and federal government agencies, non-profit organizations, private businesses and civic or professional organizations and voluntarily give their time and efforts to making Billings a more livable community.
- B. WHEREAS, the Billings Livability Partnership is guided by the Billings Livability Partnership Strategic Plan--Toward a Livable Community, 2013.
- C. WHEREAS, the Billings Livability Partnership exists to support and promote projects and events in Billings that further the goals and objectives of the Strategic Plan.
- D. WHEREAS, the Billings Livability Partnership embraces the concepts of livability as described by the following Strategic Plan goals:
 - 1. Promote more transportation choices
 - 2. Promote equitable, affordable housing choices
 - 3. Enhance economic competitiveness
 - 4. Support our diverse community and the many vibrant neighborhoods within it
 - 5. Increase community awareness of livable communities.
 - 6. Coordinate efforts to leverage and align federal, state, regional and local policies and investments
 - 7. Promote broad engagement in community planning.
 - 8. Increase Partnership membership
- E. WHEREFORE, in consideration of the recitals and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, the Parties understand the following:

UNDERSTANDING

- A. **PURPOSE**
The purpose of this MOU is to describe the responsibilities of the Parties with regard to their role in the Billings Livability Partnership. In all cases, the responsibilities are voluntary and may be performed to any degree the Parties consider reasonable.
- B. **JOINT RESPONSIBILITIES**
The Parties are independent entities in relation to one another and no party is authorized or permitted to act as an agent or employee of the other.

- a. The Parties agree with the six principles of livability as developed by the US HUD-EPA-DOT Partnership for Sustainable Communities, (Appendix A) and the goals expressed in the Billings Livability Partnership Strategic Plan (Appendix B).
 - b. The City will designate one specific staff member as lead representative of the entity to participate in Partnership meetings and voluntary activities.
 - c. Bring to the attention of the Partnership projects or events that are consistent with the mission and goals of the Partnership.
 - d. Collaborate and participate, as appropriate, in joint community projects by writing support letters, sharing information and resources, or providing expertise in order to support projects and help them become successful.
- C. RESPONSIBILITIES OF THE BILLINGS LIVABILITY PARTNERSHIP
- a. Arrange and facilitate regularly scheduled meetings including securing a meeting place, setting up a conference call, preparing agendas, and taking meeting notes.
 - b. Maintain a current and accurate list of partners and secure signed MOUs from the partners.
 - c. Maintain the website: [Billings Livability Partnership](#)
- D. TERM AND TERMINATION
- a. This MOU shall commence on the Effective Date.
 - b. Any party hereto may terminate this MOU at any time, with or without cause, by providing the other Parties thirty (30) days' written notice thereof. Any financial obligation created under this MOU must be paid up to and including the effective date of termination.
 - c. In the event a party breaches this MOU, either non-breaching party may terminate this MOU if the breach remains uncured after providing 10 days' written notice to the breaching party stating the nature of the breach and demanding a cure to such breach.
- E. GOVERNING LAW
- This MOU is made in the State of Montana and shall be governed by and construed in accordance with the laws of the State of Montana.
- F. ENTIRE MOU, MODIFICATION AND ASSIGNMENT
- This MOU encompasses the entire understanding of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written. This MOU may only be amended, altered or modified in writing when signed by all Parties. No party shall assign or transfer, in whole or in part, any rights, duties or obligations under this MOU without prior written consent of the other parties.

G. NOTICES

The following individuals shall serve as Points of Contact for the administration of this MOU. Any notice required or permitted by this MOU shall be in writing directed to:

Billings Livability Partnership

Co-Chair Anya Fiechtl, CTA
13 N. 23rd St
Billings, MT 59101
406-896-7455

Co-Chair Candi Millar, Planning and Community Services Director
4th Floor, 2825 3rd Avenue North
Billings, MT 59101
406-657-8249

Party:

Contact Name: Candi Millar, Director, Planning and Community Services Department

Contact Address: 4th Floor, 2825 3rd Ave. North, Billings, MT 59101

H. SEVERABILITY AND WAIVER

If any provision of this MOU is declared illegal, invalid or unenforceable by a court of competent jurisdiction, that shall not affect the validity or enforceability of any other provision of this MOU. The waiver by any party of a breach or violation of this MOU shall not operate as, or be construed as, a waiver of any subsequent or other breach of this MOU.

I. CONTRACT MODIFICATIONS FOR PROSPECTIVE LEGAL EVENTS

In the event of the passage of any law (state or federal), promulgation of any regulation by a governmental agency or authority, issuance of any ruling or interpretation of any statute or regulation by any governmental agency having jurisdiction over the subject matter, or the decision or interpretation of any court of competent jurisdiction, governmental agency, or board that would render any provision hereof in violation of any federal or state law or regulation or otherwise thwart the purpose of this MOU, the Parties agree to negotiate in good faith a modification hereto as may be reasonably necessary to avoid such violation or bring this MOU into compliance with such law, regulation, ruling, decision, or interpretation. In the event the Parties are unable to agree upon such modification within sixty (60) calendar days of the commencement of negotiations (or such earlier date as may be necessary to avoid any penalty, fine, or adverse action to any party), any party shall have the right to terminate this MOU effective upon the earlier of the giving of thirty (30) calendar days' prior written notice or the date immediately prior to which either party would be subjected to a fine, penalty, or other material adverse action.

J. MISCELLANEOUS

Nothing contained in this MOU shall create any partnership, joint venture, or other arrangement between the parties hereto. Except as expressly provided herein, no term or provision of this MOU is intended to or shall be for the benefit of any person not a party hereto, and no such other person shall have any right or cause of action hereunder.

IN WITNESS WHEREOF, this MOU has been duly executed on this ____ day of _____, 2014.

CITY OF BILLINGS

Thomas W. Hanel, Mayor

Appendix A

Principles of Livability US HUD-EPA-DOT Partnership for Sustainable Communities

The Partnership for Sustainable Communities established six livability principles that will act as a foundation for interagency coordination:

1. Provide more transportation choices.

Develop safe, reliable and economical transportation choices to decrease household transportation costs, reduce our nation's dependence on foreign oil, improve air quality, reduce greenhouse gas emissions and promote public health.

2. Promote equitable, affordable housing.

Expand location- and energy-efficient housing choices for people of all ages, incomes, races and ethnicities to increase mobility and lower the combined cost of housing and transportation.

3. Enhance economic competitiveness.

Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services and other basic needs by workers as well as expanded business access to markets.

4. Support existing communities.

Target federal funding toward existing communities—through such strategies as transit-oriented, mixed-use development and land recycling—to increase community revitalization, improve the efficiency of public works investments, and safeguard rural landscapes.

5. Coordinate policies and leverage investment.

Align federal policies and funding to remove barriers to collaboration, leverage funding and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.

6. Value communities and neighborhoods.

Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods—rural, urban, or suburban.

Appendix B

Billings Livability Partnership Goals

1. Promote more transportation choices.
 - Encourage safe, reliable, economical and interconnected transportation choices to increase mobility, decrease household transportation costs and promote public health.
2. Promote equitable, affordable housing choices.
 - Encourage the development of a variety of options for high quality, safe, affordable and market rate housing integrated with existing neighborhoods and taking advantage of transit and other community services.
3. Enhance economic competitiveness.
 - Improve economic competitiveness by leveraging community and partnership assets to increase education, employment, business and investment opportunities. Improve infrastructure to stimulate investment and job creation.
4. Support our diverse community and the many vibrant neighborhoods within it.
 - Target resources toward: (1) revitalizing areas where economic potential is not being realized or where the tax base is in steady decline; (2) infill development that will support transit-oriented, mixed-use development; and (3) preserving and enhancing historic buildings and other unique characteristics of our community.
5. Increase community awareness of livable communities.
 - Educate and engage the community, elected officials, political representatives, business leaders and owners, policymakers and property owners about the Partnership and its role in creating a livable community. Encourage public involvement, transparent planning and processes, and responsive governance.
6. Coordinate efforts to leverage and align federal, state, regional and local policies and investment.
 - Leverage and align each partner's assets, knowledge and financial resources to increase the effectiveness of the Partnership to realize its vision of a livable community. Collaborate with municipal, county and special purpose governments to identify and implement shared goals in community planning.
7. Promote broad engagement in community planning.
 - Ensure a broad-based, inclusive Partnership by seeking partners who represent a robust cross-section of the community.