



## LETTER OF AGREEMENT

For

### PATTEE CREEK RESTORATION OUTREACH AND PLANNING

This Letter of Agreement (Agreement) is entered into by and between the State of Montana, Department of Environmental Quality (State), hereinafter referred to as “the State”, and the City of Missoula (Contractor), hereinafter referred to as the “Contractor”. Agreement is entered into in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, chapter 5.

#### 1. EFFECTIVE DATE & DURATION

1.1. This Agreement shall take effect upon signature of both parties with effective date being the latter of the two signatures and terminate on September 29, 2023.

#### 2. SERVICES

2.1. Contractor agrees to provide the State with the following services:

2.1.1. Engage and collaborate with landowners to improve riparian habitat and prevent nonpoint source pollution along Pattee Creek.

2.1.2. Contractor shall develop targeted outreach regarding the importance of healthy riparian corridors, environmentally friendly lawn care, and picking up pet waste.

2.1.3. Contractor will educate residents about how individual actions can collectively make a meaningful difference in improving water quality.

2.1.4. Deliver at least 100 informational pamphlets to adjacent and nearby property owners along Pattee Creek that describe the importance of riparian corridors, lawn maintenance and healthy water.

2.1.5. Identify a focus reach of Pattee Creek and provide targeted outreach to homeowners on best practices.

2.1.6. Facilitate the creation of a Friends of Pattee Creek group.

2.1.7. Prepare and submit to DEQ a final report and status reports on activities conducted and resulting outcomes that address water quality improvement in Pattee Creek and that identifies and includes designs for four restoration sites for future implementation projects.

2.2. The State agrees to provide project planning funds described in Section 3.1.

#### 3. CONSIDERATION/PAYMENT

3.1. In consideration for the services provided, the State agrees to reimburse Contractor up to a maximum of \$5,000, which is inclusive of all costs to the provision of services identified in Section 2.

3.1.1. The allowable expense categories that may be reimbursed under this Contract for the performance of the services required are as follows:

3.1.1.1. Actual salaries, wages and benefits of Contractor personnel in performance of the services required under this Contract.

3.1.1.2. Meals/lodging and other travel expenses directly related to performance of the Contract to be reimbursed in accordance with rates set forth in Title 2, Chapter 18, Part 5, Montana Code Annotated.

**3.1.1.3.** Supplies and materials that are necessary in the performance of this agreement, including newsletter/articles and display boards, and the cost of developing the supplies and materials.

**3.1.1.4.** Communications and reproduction expenses, that are necessary in performance of the Contract, including telephone, postage, facsimiles and photocopying.

**3.2.** Contractor agrees to submit a status and/or final report along with an invoice no more frequently than monthly for services performed under Section 2.0..

**3.3.** The State will reimburse contractor within 30 days of receipt of the invoice.

**4. HOLD HARMLESS/INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

**5. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to the Montana Department of Environmental Quality, PO Box 200901, Helena, MT 59620-0901.

**6. LIAISON AND SERVICE OF NOTICES**

The State's liaison to the Contractor for purposes of this Agreement is Meagan Gilmore, 655 Timberwolf Parkway, Kalispell, MT 59901 [phone 406-755-8981; email: Meagan.gilmore@mt.gov]

The Contractor's liaison to the State for purposes of this agreement is Tracy Campbell, 1345 W Broadway, Missoula, MT 59802 [phone: 406-552-6357; email: CampbellTL@ci.missoula.mt.us].

**CITY OF MISSOULA, STORMWATER**

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DATE BY: \_\_\_\_\_  
JOHN ENGEN, Mayor

\_\_\_\_\_  
DATE BY: \_\_\_\_\_  
Marty Rehbein, City Clerk

**MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
DATE BY: \_\_\_\_\_  
ERIC TRUM, Nonpoint Source and Wetlands Section Supervisor