

**CHIP SEAL - INTERLOCAL AGREEMENT BETWEEN
CITY OF MISSOULA
AND MISSOULA COUNTY**

This Interlocal Agreement (Agreement) is made and entered into between the City of Missoula (the “City”) and Missoula County (the “County”), both political subdivisions of the State of Montana. The purpose of this agreement is to define roles and responsibilities of both the County and the City for chip sealing several roads in the county (the Project).

WHEREAS, the County has recently paved Spurgin Road, Lorraine Drive, Terrace Drive, and Stonehaven Avenue.

WHEREAS, the City is equipped to efficiently chip seal Spurgin Road, Lorraine Drive, Terrace Drive, and Stonehaven Avenue;

WHEREAS, the City and County have a common interest in providing a quality transportation system:

Based on the foregoing, the parties agree as follows:

- 1. DURATION.** The duration or term of this agreement shall be SIX (6) months unless sooner terminated pursuant to section 6 of this Agreement.
- 2. ORGANIZATION, COMPOSITION AND NATURE OF ANY SEPARATE LEGAL ENTITY CREATED BY THE CONTRACT.** The parties agree that a separate legal entity is not created by this Agreement. This Agreement does not void or supersede any other existing agreements involving the parties. Both the City and the County are independent units of local government with separate governance bodies.
- 3. PURPOSE OF INTERLOCAL CONTRACT.** The purpose of this Agreement is to clearly define roles and responsibilities of both the City and County in an effort to chip seal Spurgin Road, Lorraine Drive, Terrace Drive, and Stonehaven Avenue.
- 4. MANNER OF COOPERATIVE UNDERTAKING AND ESTABLISHMENT OF BUDGET.** The parties are responsible for the following financial obligations:
 - 4.1.** The City is responsible for all City expenses unless otherwise provided for in this Agreement or by operation of law.
 - 4.2.** The County is responsible for all County expenses unless otherwise provided for in this Agreement or by operation of law.
 - 4.3.** The City agrees to submit an electronic invoice via email for project costs to the County for payment. The County agrees to review and pay the invoices within 30 days of receiving the invoices via ACH payment.
 - 4.4.** The County agrees to pay the invoice within 30 days of receiving the invoice.
 - 4.5.** Invoices will be sent to:

Missoula County Public Works
Attn: Debb Clark

6089 Training Drive
Missoula, MT 59808
Email: dclark@missoulacounty.us

Questions regarding ACH Payment information should be directed to:

Missoula County Public Works
Attn: Debb Clark
6089 Training Drive
Missoula, MT 59808
Email: dclark@missoulacounty.us

and

Missoula County Financial Services
Attn: Michelle Denman
200 W. Broadway
Missoula, MT 59802
Email: mdenman@missoulacounty.us

5. MANAGEMENT AND ADMINISTRATION. The parties are responsible for the following management and administrative activities:

5.1. Each party is respectively responsible for the management of its employees.

5.2. The City agrees to chipseal the following County roads as part of the Project:

- Spurgin Road from Clements west to the end of Spurgin Road including the cul-de-sac,
- Stonehaven Avenue from Miller Creek Road to Loraine Drive,
- Terrace Drive from Stonehaven Avenue to the end of Terrace Drive including the cul-de-sac,
- Loraine Drive from Stonehaven Avenue to the end of Loraine Drive including the cul-de-sac.

5.3. The County will be responsible for preparation before the chip seal and cleanup after the chip seal.

5.4. The City will be responsible for traffic control.

5.5. The Project will be completed by the City during the summer of 2021.

- City will charge the County for actual cost of the projects per the following cost estimates prepared by Brian Hensel, Deputy Director of Public Works-Streets on April 1, 2021, see attached:

- Spurgin Road - \$31,486
- Lorraine Drive, Terrace Drive & Stonehaven Drive - \$ 41,714

- 6. TERMINATION.** This agreement may be terminated by either party unilaterally prior to engaging in any of the work discussed above by giving notice of termination in writing at least thirty (30) days prior to the date of the intended termination.
- 7. MANNER OF ACQUIRING, HOLDING AND DISPOSING REAL AND PERSONAL PROPERTY USED IN THE JOINT UNDERTAKING.** No personal or real property shall be acquired, held and disposed of by the County or City in fulfillment of this Agreement.
- 8. RETIREMENT SYSTEM REPORTING.** Each party is respectively responsible for any reports or payments of retirement system contributions for its employees.
- 9. INDEMNIFICATION.** The City shall defend, indemnify and hold harmless the County, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the City, its employees or agents in performance of work or services.

The County shall defend, indemnify and hold harmless the City, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the County, its employees or agents in performance of work or services.
- 10. FILING OF INTERLOCAL AGREEMENT.** The County shall file this agreement with the Missoula County Clerk and Recorder and with the Secretary of State.
- 11. AUTHORIZATION TO APPROPRIATE FUNDS.** In accordance with Montana Code Annotated Section 7-11-108 the City and the County may appropriate funds for the purpose of performance of this agreement and provide such personnel or services therefore as may be within its legal power to furnish.

Signed this _____ day of June, 2021

MISSOULA BOARD OF COUNTY
COMMISSIONERS

CITY OF MISSOULA

BY:

BY:

David Strohmaier
Chair

John Engen
Its: Mayor

ATTEST:

Marty Rehbein, City Clerk

Josh Slotnick
Commissioner

Juanita Vero
Commissioner

ATTEST:

Tyler Gernant, Clerk and Recorder