

**Memorandum of Understanding (MOU)  
Between the City of Missoula and Missoula County  
Regarding Acquisition of the Missoula Federal Building**

This Memorandum of Understanding (“MOU”) is hereby entered into between the City of Missoula, hereinafter referred to as the “City”, and Missoula County hereinafter referred to as the “County”, and both jointly referred to as the “Parties”.

WHEREAS, the City and County are in discussions with the federal General Services Administration (“GSA”) and the National Park Service (“NPS”) to receive the historic Missoula Federal Building as a historic monument transfer under 40 U.S.C. § 550(h);

WHEREAS, the Parties believe that acquisition and redevelopment of the Missoula Federal Building would preserve a unique historical resource, better serve the public, and otherwise benefit Missoulians;

WHEREAS, the Parties have collaboratively pursued joint acquisition of the building and intend to jointly manage and utilize the building to provide for the public good;

WHEREAS, the GSA interprets the federal laws applicable to the conveyance as requiring a conveyance to a single entity, which can be an entity jointly owned and controlled by two local government partners;

WHEREAS, the City and County are in active discussion on forming a single entity that could meet the applicable federal requirements;

WHEREAS, the City and County are also in discussions with local bond counsel regarding how the selection of a jointly owned entity type will affect available funding avenues under state law;

WHEREAS, due to conveyance timelines imposed by the GSA and NPS, the Parties do not believe that the qualified single entity to be created by the City and County will be created in time to submit the application to NPS by the current July 2021 deadline; and

WHEREAS, the Parties wish to memorialize the mutual understanding between the two Parties regarding the formation of an as yet undetermined jointly owned and controlled single purpose entity.

NOW THEREFORE, based on the above recitals, and the mutual covenants and conditions detailed below, the parties agree to the following understanding:

**1. SUBMISSION OF AN APPLICATION TO NPS:**

The Parties agree that during the summer of 2021 the City will make an application to NPS in the name of the City of Missoula to obtain the historic Missoula Federal Building under the process authorized by 40 U.S.C. 550(h). The City plans to state in the application that the

City and County are in the process of researching options to create a jointly owned entity that could qualify under the applicable federal regulations to receive the building, and that it is the intent of the Parties that the building will actually or ultimately be conveyed to this as-yet unidentified single entity.

2. CREATION OF A QUALIFIED JOINTLY OWNED ENTITY:

The Parties will work diligently to research, create, draft, and approve documents necessary to create a jointly owned entity that is a qualified government entity under 40 U.S.C. 550(h), and the applicable implementing regulations. The goal is to have this entity created prior to the anticipated conveyance date of October 2022. The Parties will work diligently and in good faith to adopt an intergovernmental agreement identifying the roles and responsibilities of the Parties for: budgeting, division and use of the building, maintenance and operations procedures; splitting of expenses and revenue, and other the rights, duties, obligations, and responsibilities of each party with respect to the property, the building, and its facilities.

3. FUNDING:

The Parties understand that the ability to issue bonds or raise funds will be a critical component of this project. The Parties understand that the number of potential jointly owned entity types are limited under state law, and not all potential entities are clearly authorized to access all available public finance methods authorized by state law. The Parties agree to participate in good faith with local bond counsel to identify and work through the pros and cons of various available avenues to develop a path forward that satisfies applicable federal requirements and state public financing constraints.

4. INFORMATION SHARING:

The Parties understand that timely, open, and continuous sharing of information is critical to the success of this project, and the Parties agree to attempt as best as reasonably possible to quickly respond to questions or requests for input or information.

5. MOU AMENDMENTS:

The City and the County agree that this MOU can only be modified by written amendment, duly executed by the representatives of both of the parties hereof.

6. TERMINATION:

Unless otherwise amended by the Parties, this MOU terminates on the date the Missoula Federal Building is conveyed to the single entity created by the Parties or December 31, 2022, which ever event occurs first.

7. POINTS OF CONTACT; NOTICES:

The following are the designated liaisons for the Parties:

To The City: Dale Bickell  
Chief Administrative Officer  
435 Ryman St.  
Missoula, Mt 59802

To Missoula County: Chris Lounsbury  
Chief Administrative Officer  
200 West Broadway  
Missoula MT 59802

IN WITNESS WHEREOF, the parties hereto have signed their names:

**For Missoula County:**

\_\_\_\_\_ Date: \_\_\_\_\_

Josh Slonick, Commissioner

\_\_\_\_\_ Date: \_\_\_\_\_

David Strohmaier, Commissioner

\_\_\_\_\_ Date: \_\_\_\_\_

Juanita Vero, Commissioner

**For the City of Missoula:**

\_\_\_\_\_ Date: \_\_\_\_\_

John Engen, Mayor

Attest:

\_\_\_\_\_  
Martha L. Rehbein, CMC