

**INTERLOCAL AGREEMENT BETWEEN POWELL COUNTY, MINERAL COUNTY,
CITY OF MISSOULA, MISSOULA COUNTY, GRANITE COUNTY, BUTTE-SILVER
BOW COUNTY**

This Interlocal Agreement (Agreement) is made and entered into between Powell County, Mineral County, City of Missoula (including the Missoula Metropolitan Planning Organization, MPO), Missoula County, Granite County and Butte-Silver Bow County, all political subdivisions of the State of Montana, and jointly referenced in this agreement as “the Parties,” for the purpose of pursuing funding through the federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program. If awarded, the RAISE grant will pay 100% of the cost for a feasibility study along the preferred alignment of the Great-American Rail-Trail through Western Montana from the Montana-Idaho border in Mineral County to Butte, Montana. Funding for a higher level of design will be requested for certain sections along this trail alignment within the grant application.

WHEREAS, the Parties have a responsibility to protect and enhance the public health, safety, general welfare, and quality of life of their residents; and

WHEREAS, the Parties recognize that this cross-county trail alignment has the potential to meaningfully advance their alternative transportation, trail development, and green space goals; and

WHEREAS, the Parties seek to form a collective narrative for the historical, cultural, and economic importance of a Cross-County Alternative Transportation Network that will address safety concerns, promote recreation connectivity, connect urban and rural communities, spur infrastructure investment in rural communities, and consider impacts, benefits, and risk mitigation for areas in the floodplain; and

WHEREAS, the Parties are all active participants in completing the Western Montana portion of the Great American Rail-Trail, which will eventually connect Washing, D.C. to Seattle, WA; and

WHEREAS, Parties have committed funds to advance the planning process along the preferred alignment of the Great American Rail-Trail through Western Montana; and

WHEREAS, Missoula County and Powell County, on behalf of the Parties, engaged in a quote process with qualified consultants with expertise in preparing successful federal transportation grant applications; and

WHEREAS, the Parties agree that the benefits of this RAISE planning grant application should be equitably available to all, and that such projects should cause no extraordinary burden on any particular group or jurisdiction; and

WHEREAS, Montana Code Annotated Sections 7-11-101 *et seq.* authorizes the Parties to enter into this Agreement for the purpose of mutually securing and paying for a professional and qualified consultant to write a competitive application for a RAISE planning grant and, upon successful award, to subsequently hire a consultant to prepare a feasibility study and provide

design/engineering services along the preferred alignment of the Great American Rail-Trail through Western Montana.

Based on the foregoing, the Parties agree as follows:

1. DURATION. This Agreement is effective when signed by all Parties. The effective date is the date of signing and shall terminate upon the completion and delivery of the completed Cross-County Trail Feasibility Study and associated design/engineering services or upon grant denial, unless terminated earlier pursuant to Section 6, Withdrawal and Termination. Depending on circumstances, extensions may be granted by written approval from the Parties.

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. The Parties are independent units of local government with separate governance boards.

3. PURPOSE OF INTERLOCAL CONTRACT. The purpose of this Agreement is to mutually secure and pay for a professional, qualified consultant to write a competitive RAISE planning grant application.

4. MANNER OF COOPERATIVE UNDERTAKING AND ESTABLISHMENT OF BUDGET. The Parties are responsible for the following financial obligations:

4.1. The cost to write the RAISE planning grant application will not exceed \$20,000. The final cost to each participating party will depend on the procurement of additional funding to offset the cost to write the grant application and the number of parties that sign on as partners.

4.2. The Parties agree to contribute an amount not exceeding the following toward the contract total:

- Powell County: up to \$5,000
- City of Missoula: up to \$2,500
- Missoula County: up to \$2,500
- Mineral County: up to \$2,500
- Granite County: up to \$2,500
- Butte-Silver Bow: up to \$2,500

4.4. Powell County agrees to manage the contract with the consultant and their subcontractors, including receiving invoices and making payments.

4.5. Following payment to the consultant, Powell County agrees to provide invoices to the Parties for their portions of the payment.

4.6. Upon receiving invoices from Powell County, the Parties agree to reimburse Powell County for the invoiced amount, not to exceed the amount specified in Section 4.2 to the consultant.

5. MANAGEMENT AND ADMINISTRATION, ROLES. 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. Powell County shall enter into the contract with the consultant and shall be responsible for administering the contract, and if awarded, the 2023 RAISE grant management duties.

5.3. Staff of the Parties shall review the application with the grant writing consultant and if awarded, the consultant selected to prepare feasibility study and associated design/engineering services prior to contract execution. The contracts shall require the consultant to consult jointly and regularly with staff of the Parties throughout the duration of the contracts.

5.4. Upon successful award of 2023 RAISE funding, the Parties shall be jointly responsible for selecting the consultant to implement the project deliverables outlined within the grant application.

5.5. Staff of the Parties, and in some cases, representatives for the Parties, provide direction to the consultants in a timely manner.

5.6. Each of the Parties will work with the selected Consultant to develop a reasonable scope of services and cost estimate for the feasibility study within their respective jurisdiction and any sections of higher levels of engineering design identified for inclusion within the 2023 RAISE planning grant application. It is strongly encouraged that each party considers areas along the trail that are of high safety concern due to conflicts with other modes of traffic. Each party may highlight and include alternative transportation and infrastructure projects along the trail corridor and areas where floodplain risk-mitigation may also be considered, as long as these priorities tie into the collective grant narrative and are located along the preferred alignment for the Great American Rail-Trail. The sum of each party's request will be the total amount that is requested in the RAISE planning grant application. Total amount requested must exceed 1 million but fall below 25 million.

5.7. Upon successful award of 2023 RAISE funding, coordinate with consultant to develop the trail plan using the budget requested during the preparation of the grant application. If a partial award is received, the total grant funding received may be divided between parties on a weighted basis per the percentage of overall cost requested within the grant application. The Parties may elect to pursue an amendment to this agreement to govern the management of the grant in line with the intent of this agreement and the grant application.

5.8. In the course of the activities described in Sections 5.3, 5.4, and 5.5, the Parties shall strive for consensus. In the absence of consensus, the decision of a majority of the

Parties shall prevail. Any party that disagrees with a decision of the majority may choose to withdraw from this Agreement per Section 6.

6. WITHDRAWAL AND TERMINATION. Any party may withdraw from this Agreement unilaterally, with or without cause, by giving notice of withdrawal in writing at least 30 days prior to date of withdrawal. The withdrawal of a party will not terminate the Agreement provided that at least two parties to the Agreement remain. Withdrawing parties will be responsible for their portion of contract expenses (not to exceed amounts outlined in Section 4.2) once the contract with the grant-writing consultant is signed.

7. MANNER OF ACQUIRING, HOLDING AND DISPOSING OF REAL AND PERSONAL PROPERTY USED IN THE JOINT UNDERTAKING. No personal or real property shall be acquired, held and disposed of by the Parties 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. Powell County will maintain the contractual relationship with the consultant. The other Parties shall have no contractual relationship with the consultant, and shall be indemnified and held harmless for any claims made by the consultant stemming from the contract administration. Powell County, nor any other party outlined herein, will be held responsible if the grant application is not selected for funding.

10. FILING OF INTERLOCAL AGREEMENT. This Agreement shall be filed with the Powell County Clerk and Recorder, the City of Missoula Clerk and Recorder, the Missoula County Clerk and Recorder, the Mineral County Clerk and Recorder, Granite County Clerk and Recorder, and the Butte-Silver Bow Clerk and Recorder.

11. AUTHORIZATION TO APPROPRIATE FUNDS. In accordance with Montana Code Annotated Section 7-11-108 the Parties may appropriate funds for the purpose of performance of this Agreement and provide such personnel or services therefore as may be within their legal power to furnish.

12. AMENDMENT. This Agreement may be modified only by a written instrument executed by the Parties.

Signature Page

The terms of this Interlocal Agreement to pursue a 2023 RAISE planning grant are hereby agreed to

Signed this _____ day of _____, 2023

Presiding Officer, Board of County Commissioners – Powell County

Mayor (Jordan Hess) – City of Missoula

- Attest by City Clerk(Marty Rehbein)

Presiding Officer, Board of County Commissioners – Missoula County

Presiding Officer, Board of County Commissioners – Mineral County

Presiding Officer, Board of County Commissioners – Granite County

Presiding Officer, Board of County Commissioners – Butte-Silver Bow City/County