

## **Agreement for Administration of LWCF Grant**

This Agreement is by and between MISSOULA COUNTY PUBLIC SCHOOLS ("MCPS" or "District"), 909 South Ave W, Missoula, MT 59801, and the CITY OF MISSOULA, through its Parks and Recreation Department ("City"), 600 Cregg Lane, Missoula, Montana 59801, regarding the management of federal and state grant funds for Westside Park.

### **RECITALS**

WHEREAS, MCPS has leased real property to the City to be used as a public park known as Westside Park, adjacent to Lowell Elementary School, since 1998;

WHEREAS, in 2019, MCPS and the City entered into a new lease agreement that reflects a mutual desire to reinvest and develop Westside Park pursuant to a Master Plan;

WHEREAS, as part of the 2019 Lease Agreement, the parties agreed to cooperate in seeking financing to pay for the reinvestment and refurbishment of Westside Park;

WHEREAS, on February 9, 2021, MCPS's Board of Trustees resolved to support the City's application for a Land and Water Conservation Fund Grant ("LWCF Grant") through Montana's Fish, Wildlife & Parks ("FWP") and the National Park Service ("NPS") as partial financing for the refurbishment of Westside Park;

WHEREAS, FWP approved issuing a grant for the Westside Park project but conditioned its approval on MCPS being a joint recipient of the grant in addition to the City and required both parties to sign an agreement regarding the grant requirements; and

WHEREAS, because the City shall be responsible for managing the LWCF Grant and implementing the requirements of FWP and the NPS, the parties desire to formalize their respective rights and responsibilities with respect to the LWCF Grant.

In consideration of the foregoing recitals and mutual promises and covenants set forth herein, the parties agree as follows:

### **TERMS**

#### **1. Management of LWCF Grant Agreement.**

The City shall be responsible for managing the LWCF Grant and related expenditures in accordance with the LWCF Grant Agreement signed by the parties on \_\_\_\_\_, which is attached as Addendum A to this Agreement and shall be incorporated hereto.

The City shall ensure that completion of work with LWCF Grant funds shall comply with federal and state laws and regulations, including but not limited to those identified in the LWCF Agreement. The City shall ensure that all procurement of work or supplies or equipment with LWCF Grant funds is in accordance with federal regulations, 2 C.F.R. §§ 318 through 327.

## **2. Maintenance**

The parties agree that maintenance of the Westside Park as required by the LWCF Agreement shall be in accordance with Section 5 of the Lease Agreement, which is attached as Addendum B to this Agreement and shall be incorporated hereto.

## **3. Duties of MCPS**

MCPS agrees that it shall cooperate with the City to the extent necessary to ensure that the requirements of the LWCF Grant Agreement are followed. MCPS agrees it shall take no actions which shall impair or interfere with the City's management of the LWCF Grant or compliance with the LWCF Grant Agreement.

## **4. Reporting and Recordkeeping**

The City shall be responsible for completing all required reporting to FWP and NPS in accordance with the LWCF Grant Agreement. The City shall be responsible for retaining all records pertinent to the LWCF Grant in accordance with federal and state law and the LWCF Grant Agreement. The City shall permit MCPS access to all records relating to the LWCF Grant at such times as the parties may mutually agree.

In the event that the City learns of any areas of noncompliance with the LWCF Grant Agreement, it shall notify MCPS within three (3) business days of receipt of such notice. The City shall inform MCPS of any corrective actions required to address the noncompliance.

## **5. Funding**

Funding for the required match for the LWCF Grant includes the commitment of funds from MCPS as outlined in Section 4 of the Lease Agreement. This is the extent of the commitment by MCPS in the event additional funding is required or LWCF Grant funding is lost.

## **6. Indemnification**

The City shall indemnify and hold MCPS, its agents, employees, and representatives harmless from all suits, demands, loss or liability, or award (including but not limited to any restitution required), including but not limited to costs and attorneys' fees, in any way resulting from the City's or its agents', employees', representatives', or contractors'

acts or omissions with respect to the LWCF Grant or its breach of the LWCF Grant Agreement.

MCPS shall indemnify and hold the City, its agents, employees, and representatives harmless from all suits, demands, loss or liability, or award (including but not limited to any restitution required), including but not limited to costs and attorneys' fees, in any way resulting from the MCPS's or its agents', employees', representatives', or contractors' acts or omissions with respect to the LWCF Grant or its breach of the LWCF Grant Agreement.

## **7. Term**

This Agreement shall remain in effect commensurate with the effective dates of the LWCF Grant Agreement. This Agreement shall only terminate upon termination of the LWCF Grant Agreement.

## **8. Waiver**

The failure of either party in any one or more instances to enforce one or more of the terms and conditions of this agreement or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

## **9. Modification**

The parties may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement. Such modifications may be made in letter form and shall have the same force and effect as a formal addendum or amendment if executed by duly authorized representatives of the parties.

## **10. Applicable Law**

This Agreement shall be construed in accordance with the laws of the State of Montana.

## **11. Severability**

In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional such declaration shall not affect, in any manner, the legality of the remaining provisions of this Agreement. Each provision of this Agreement will be and is deemed to be separate and severable from each other provision.

## **12. Entire Agreement**

This agreement shall constitute the whole agreement between the parties and supersede any prior verbal or written agreement or understanding related to this transaction.

**CITY OF MISSOULA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

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

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

**MISSOULA COUNTY PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Superintendent

Attest: \_\_\_\_\_  
District Clerk

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

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