

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF MISSOULA
AND MISSOULA COUNTY**

1. **PARTIES** This Memorandum of Understanding (MOU) is made and entered into between the City of Missoula (the “City”), a municipal corporation organized and existing under the laws of the State of Montana acting as the administrative agent of the Missoula Metropolitan Planning Organization (MPO), and Missoula County (the “County”), a political subdivision of the State of Montana.
2. **PURPOSE** The City and County have significant interest in a comprehensive sustainable transportation infrastructure network. Accordingly, the MPO has awarded funding to the County to assist with development of the Wye Infrastructure Plan. WGM Group, a consulting firm specializing in civil engineering has been selected to lead planning efforts and produce the Master Plan and deliverables under contract with the County. Among other things, this plan will prioritize planning for transportation infrastructure outside Missoula’s urban core within the Wye neighborhood.
3. **DURATION** The duration or term of this agreement shall be no longer than 18 months. Beginning on May 22, 2023, and ending on December 22, 2024.
4. **UNDERTAKINGS BY THE MPO**
 - a. The MPO, with the City of Missoula acting as the administrative agent, will reimburse the County up to \$50,000 for consulting services associated with the transportation planning related elements of the plan that are considered activities necessary to carry out metropolitan transportation planning required by 23 U.S.C. 134, which includes the following related to the Wye Infrastructure Plan: Support economic vitality; Increase safety and security of the transportation system for motorized and non-motorized users; Increase/improve accessibility and mobility of people and freight; Promote consistency between transportation improvements and State and local planned growth and economic development patterns; and Enhance travel and tourism.
 - b. The funds committed by the MPO shall only be expended to cover costs associated with transportation planning, to generally include multi-modal visioning, traffic counts or other transportation data collection and analysis, conceptual street and facility designs, and traffic modeling.
 - c. The MPO will, within 30 days of receiving the invoice from the County, send the pledged funding for eligible activities related to the Wye Infrastructure Plan.
5. **UNDERTAKINGS BY THE COUNTY**
 - a. The County agrees to manage the contract with the professional planning consultant and their subcontractors, including receiving invoices and making payments.
 - b. The County will receive invoices from the consultant monthly.

- c. The County will provide itemized invoices to the City for eligible activities as described above in Section 4.b. within 30 days of receiving an invoice from the consultant.
- d. Documentation of costs will be provided by the consultant and included with the invoice submitted to the MPO, along with draft documents and deliverables, prior to payment of pledged funds to the County. Documentation of any insufficiencies or ineligible activities that are identified by the MPO will be submitted, in writing, to the County within 15 days of receipt of invoice. Resolution of insufficiencies will be the responsibility of the County and contractor and proof thereof will be provided with revised invoices, to the MPO.
- e. All conduct of the County, in administering its duties under the MOU, shall be performed without discrimination based upon race, color, religion, creed, political bias, sex, age, marital status, familial status, physical or mental disability, sexual orientation, gender identity or gender expression or national origin.

6. UNDERTAKINGS BY BOTH PARTIES

- a. Each of the parties shall provide in-kind contributions such as staff time and other coordination efforts as needed to ensure the success of the Wye Infrastructure Plan,
- b. The parties shall mutually indemnify each other against all liabilities and expenses incurred by them as a result of any failure of a party to perform any covenant required to be performed by them hereunder.

7. GENERAL PROVISIONS

- A. Modification and Amendment. This Agreement represents the complete agreement of the Parties on the issues covered herewith and may only be modified or amended in writing by the mutual agreement of both Parties.
- B. Termination. This Agreement may be terminated upon the mutual written agreement of both parties.
- C. Governing Law. This Agreement shall be governed by the laws of the State of Montana. Venue for any litigation arising out of this Agreement will be in Missoula County, State of Montana.
- D. Binding Effect. The obligations set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- E. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any joint venture or other association between the City and the County.
- F. The authority and format of this Agreement has been reviewed and approved for signature.

G. This Agreement may be executed in one or more counterparts and each counterpart shall have the same force and effect as an original document, fully executed by the Parties. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signatures page(s).

In witness whereof, the parties hereto have executed this Agreement as of the date written below.

Signed this _____ day of August, 2023

BY:

Josh Slotnick
Chair, Board of County Commissioners

Dave Strohmaier
Board of County Commissioners

Juanita Vero
Board of County Commissioners

ATTEST:

Tyler Gernant, County Clerk and Recorder

BY:

Jordan Hess
Mayor, City of Missoula

Marty Rehbein, City Clerk

Ryan Sudbury, Interim City Attorney