

**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 of a preliminary engineering report for active transportation connectivity within and between rural communities from Butte, Montana to the Montana-Idaho border. Points of connection are anticipated to align with the preferred alignment of the *Great-American Rail-Trail*. Funding for a higher level of design will also be requested for portions of the project that are in a more advanced state of development.

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 active transportation and public health and safety goals; and

WHEREAS, the Parties seek to promote a collective narrative for a Cross-County Active Transportation Network that highlights the historical, cultural, and economic importance of the region and will address safety concerns, promote connection of historic downtowns to trailheads, enhance safe connectivity within and between rural communities, and spur infrastructure investment and economic development; and

WHEREAS, the Parties are all active participants in completing an active transportation route that will connect from the Continental Divide to the Montana-Idaho border, the Western Montana portion of the Great American Rail-Trail, which will eventually connect Washington D.C. to Seattle, WA; and

WHEREAS, the Parties have engaged, or will engage with local, state, and federal transportation agencies to ensure strong communication and coordination with projects and priorities that parallel other transportation initiatives; and

WHEREAS, the Parties recognize the significance of having the mutual engagement and cooperation of six local government entities, several representative local-based non-profits, and a strong body of public, political and agency support; and

WHEREAS, the Parties have diligently continued to engage in project development activities throughout 2023 to refine the project scope, grant application, and develop public awareness and support;

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 prepare a preliminary engineering report and complete the design/engineering activities defined in the project scope of the grant application 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 of the RAISE project deliverables outlined within the grant application 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 \$10,500. Of this total, \$2,500 will be donated by the Rails to Trails Conservancy.

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

Interlocal Agreement to pursue a 2024 RAISE planning grant

- Powell County: \$2,000
- Missoula MPO (City of Missoula and Missoula County): \$2,000
- Mineral County (by donation from the US Forest Service): \$1,000
- Granite County: \$1,000
- Butte-Silver Bow: \$2,000

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

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

4.5. 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 2024 RAISE grant management duties.

5.3. Staff of the Parties shall review the application with the grant writing consultant. Staff of the Parties, and in some cases, representatives for the Parties, provide direction to the consultants in a timely manner during the grant writing phase. The contract shall require the consultant to consult jointly and regularly with staff of the Parties throughout the duration of the contract.

5.4. The anticipated cost estimate for the RAISE project deliverables within each local government's respective jurisdiction, including sections ready for higher levels of engineering design, was developed in 2023. This figure will be updated for the 2024 RAISE planning grant application. The sum of each party's request will be the total amount that is requested in the RAISE planning grant application.

5.5. In the event a partial RAISE 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.

5.6. Upon successful award of 2024 RAISE funding, the Parties shall be jointly responsible for amending this interlocal agreement to govern the management of the grant in line with the intent of this agreement and the grant application.

5.7. In the course of the activities described in Sections 5.3, 5.4, 5.5, and 5.6, 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) if their withdrawal postdates contract execution with the grant-writing consultant.

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. None of the Parties 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 Montana Secretary of State, 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.

The terms of this Interlocal Agreement to pursue a 2024 RAISE planning grant are hereby agreed to

Powell County:

Signed this _____ day of _____, 2024

Signatory (print name): _____ Title: _____

Signature: _____

Interlocal Agreement to pursue a 2024 RAISE planning grant

Granite County:

Signed this _____ day of _____, 2024

Signatory (print name): _____ Title: _____

Signature: _____

Butte-Silverbow County:

Signed this _____ day of _____, 2024

Signatory (print name): _____ Title: _____

Signature: _____

Mineral County:

Signed this _____ day of _____, 2024

Signatory (print name): _____ Title: _____

Signature: _____

Missoula County:

Signed this _____ day of _____, 2024

Signatory (print name): _____ Title: _____

Signature: _____

City of Missoula County:

Signed this _____ day of _____, 2024

Signatory (print name): _____ Title: _____

Signature: _____