

**MULLAN BUILD - INTERLOCAL AGREEMENT BETWEEN  
CITY OF MISSOULA  
AND MISSOULA COUNTY**

This Interlocal Agreement (Agreement) is made and entered into between the City of Missoula (the “City”) and Missoula County (the “County”), both political subdivisions of the State of Montana. The purpose of this agreement is to define roles and responsibilities of both the County and the City in order to successfully deliver the Mullan BUILD Grant project (the “Project”).

WHEREAS, in the summer of 2019 the City and County submitted a BUILD Grant application for an infrastructure Project that would construct trails, roads, sewer, water, and restore Grant Creek generally west of Reserve Street, east of the Airport, south of Broadway, and north of Mullan Road;

WHEREAS, the BUILD Grant application was successful, and the Project was selected for \$13,000,000 in federal BUILD Grant funding;

WHEREAS, the City and County have a common interest in delivering a successful BUILD Project.

Based on the foregoing, the parties agree as follows:

1. **DURATION.** The duration or term of this agreement shall be SIX (6) years unless sooner terminated pursuant to section 6 of this Agreement.
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. Both the City and the County are independent units of local government with separate governance bodies.
3. **PURPOSE OF INTERLOCAL CONTRACT.** The purpose of this Agreement is to clearly define roles and responsibilities of both the City and County in an effort to successfully deliver the Mullan BUILD Project.
4. **MANNER OF COOPERATIVE UNDERTAKING AND ESTABLISHMENT OF BUDGET.** The parties are responsible for the following financial obligations:
  - 4.1. The City is responsible for all City expenses unless otherwise provided for in this Agreement or by operation of law.
  - 4.2. The County is responsible for all County expenses unless otherwise provided for in this Agreement or by operation of law.
  - 4.3. Funding contributions can be in the form of money, or in-kind contributions, such as labor, or materials.
  - 4.4. The County is responsible for receiving, administering, possessing and dispersing the \$13,000,000 BUILD grant funds.

- 4.5. The County is responsible for a matching funding contribution of \$1,000,000.
- 4.6. The City is responsible for a matching funding contribution of \$6,300,000, consisting of \$2,000,000 for road improvements and \$4,300,000 for water and sewer utility improvements.
- 4.7. The City and County will endeavor to develop the project within the funding parameters in the BUILD Grant application. Initial project development costs (including, but not limited to, survey, preliminary design, environmental documentation, and public involvement) will be paid by the City and County up to the agreed matching funding amounts. Upon authorization of the BUILD grant funds, the County will seek reimbursement of project costs from the BUILD grant first, and City/County matching funds second. Any additional funding necessary to complete the project will be negotiated as needed and this agreement will be amended.
- 4.8. The County agrees to submit electronic invoices via email no less than monthly for project costs to the City for payment. The City agrees to review and pay the invoices within 30 days of receiving the invoices via ACH payment.
- 4.9. Excepting the amount paid by BUILD grant funds, the City agrees to pay two-thirds and the County agrees to pay one-third of the invoice amount, up to the agreed funding amounts. The City agrees to pay 100% of the water and sewer related invoices up to the agreed funding amounts.
- 4.10. Invoices will be sent to:

City of Missoula Public Works  
Attn: Business and Finance Manager  
1345 W. Broadway  
Missoula, MT 59802  
Email: [simpsons@ci.missoula.mt.us](mailto:simpsons@ci.missoula.mt.us)  
Cc: [keenej@ci.missoula.mt.us](mailto:keenej@ci.missoula.mt.us)

Questions regarding ACH Payment information should be directed to:

Missoula County Public Works  
Attn: Debb Clark  
6089 Training Drive  
Missoula, MT 59808  
Email: [dclark@missoulacounty.us](mailto:dclark@missoulacounty.us)

and

Missoula County Financial Services  
Attn: Michelle Denman  
200 W. Broadway  
Missoula, MT 59802  
Email: [mdenman@missoulacounty.us](mailto:mdenman@missoulacounty.us)

5. **MANAGEMENT AND ADMINISTRATION.** 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. The City and County will jointly select a consultant and a contractor through a competitive selection process.
  - 5.3. The County shall be responsible for administering the contract with the consultant and the contractor.
  - 5.4. The City and County will jointly review and approve the consultant scope and fee, as well as all construction plans, specifications, contracts, and other agreements.
  - 5.5. County staff will manage the Project and the consultant contract with input from the City.
  - 5.6. The Project Standards and Specifications will be determined during the 30% design phase and will be mutually agreed upon by the City and County.
  - 5.7. Upon completion of the Project, the City will be responsible for ownership and maintenance of all water, sewer, and storm water systems. The City will be responsible for ownership and maintenance of all roadways and trail systems in the City. The County will be responsible for the ownership and maintenance of all roadways and trails in the County and outside the City, unless those trails and roadways are annexed into the City.
6. **TERMINATION.** Prior to the completion and signing of a BUILD Grant Funding Agreement between Missoula County and the Federal Highway Administration, this Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least thirty (30) days prior to the date of the intended termination. If a BUILD Grant Funding Agreement is completed between Missoula County and the Federal Highway Administration, the City and County agree not to terminate this Interlocal Agreement unless the BUILD Grant Funding Agreement is also terminated.
7. **MANNER OF ACQUIRING, HOLDING AND DISPOSING REAL AND PERSONAL PROPERTY USED IN THE JOINT UNDERTAKING.** No personal or real property shall be acquired, held and disposed of by the County or City 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.** The City shall defend, indemnify and hold harmless the County, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the City, its employees or agents in performance of work or services.

The County shall defend, indemnify and hold harmless the City, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the County, its employees or agents in performance of work or services.

**10. FILING OF INTERLOCAL AGREEMENT.** The County shall file this agreement with the Missoula County Clerk and Recorder and with the Secretary of State.

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

Signed this \_\_\_\_\_ day of February, 2020

MISSOULA BOARD OF COUNTY  
COMMISSIONERS

CITY OF MISSOULA

BY:

BY:

\_\_\_\_\_  
Josh Slotnick  
Chair

\_\_\_\_\_  
John Engen  
Its: Mayor

\_\_\_\_\_  
David Strohmaier  
Commissioner

ATTEST:

\_\_\_\_\_  
Marty Rehbein, City Clerk

\_\_\_\_\_  
Juanita Vero  
Commissioner

ATTEST:

\_\_\_\_\_  
Tyler Gernant, Clerk and Recorder