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 City of Missoula and Missoula County, through an Interlocal Agreement adopted by the County Commissioners via Resolution No. 2013-110, mutually agreed that transportation planning will be administered by the City of Missoula “in a manner that preserves the [MPO] and facilitates city-county transportation planning and implementation”, including “Planning services and administration of the MPO for the Missoula urbanized area, as approved by the Transportation Policy Coordinating Committee (TPCC)” and “Completion of the Unified Planning Work Program, as approved by the TPCC”. Use of federal planning funds (PL) for the Mullan Area Master Plan was approved by TPCC as part of the adopted federal fiscal year 2020 Unified Planning Work Program.

WHEREAS, the area generally west or Reserve Street, north of Mullan Road, south of Broadway; and east of the Missoula International Airport is experiencing increasing growth pressures;

WHEREAS, the City and County have significant interest in ensuring the orderly development of the area;

WHEREAS, protecting public health and the environment are in the interests of the City and County;

WHEREAS, the City and County have successfully received a grant for the development of infrastructure to facilitate growth in the area;

WHEREAS, the City and County have agreed to commence a joint master planning process to proactively plan for growth and development in the area;

WHEREAS, the County has entered into a contract with a professional planning consultant who will draft a joint master plan and zoning code that will guide growth in the area;

WHEREAS, Montana Code Annotated Sections 7-11-101 et seq. authorizes the City and the County to enter into this Interlocal Agreement for the purpose of managing funds related to payment of a planning consulting developing a master plan and zoning code project to be jointly managed by City and County staff.

Based on the foregoing, the parties agree as follows:

1. **DURATION.** The duration or term of this agreement shall be ONE (1) year unless mutually extended for SIX (6) month increments. The duration may end sooner than ONE (1) year if mutually 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 boards.

3. **PURPOSE OF INTERLOCAL CONTRACT.** The purpose of this Agreement is for the management of funds to pay the professional planning consultant developing the joint master plan and zoning code. County staff, with consultation from City staff, will administer the contract with the consultant. City and County staff will jointly manage the project, the consultant, and all aspect of the project including plan development and code development. The City and County will be individually responsible at their discretion for final adoption of the plan and code into their respective policies and regulations.

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. The contract with the professional planning consultant is for $150,000. The City and County each agree to contribute $50,000 towards general plan development, City of Missoula Public Works agrees to contribute an additional $25,000 towards stormwater planning, and the Missoula Metropolitan Planning Organization (MPO) agrees to contribute and additional $25,000 towards transportation planning related elements of the master plan.

4.4. Funding from the Missoula MPO shall be allocated from the reserve of Metropolitan Planning Funds (PL), per the adopted 2020 Urban Planning Work Program. Such funds are restricted to eligible activities necessary to carry out metropolitan transportation planning required by 23 U.S.C. 134, which including the following related to the Mullan Area Master 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.

4.5. The funds committed by the Missoula Metropolitan Planning Organization 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.

4.6. Documentation of transportation planning costs will be provided by the consultant and included with the invoice submitted to the MPO prior to payment of pledged funds to the County.

4.7. Any and all pledged PL funds must be invoiced prior to the end of Federal Fiscal Year 2020 (September 30, 2020).

4.8. The Contract will not exceed $150,000 without consent of the City, County and Consultant.
4.9. The County agrees to manage the contract with the professional planning consultant and their subcontractors, including receiving invoices and making payments.

4.10. The County shall be responsible for ensuring the consultant itemizes expenditures related to the stormwater management plan and transportation elements on invoices.

4.11. Following payment to the professional planning consultant, the County agrees to provide invoices to the City and the MPO for their portions of the payment.

4.12. The County shall provide documentation to the MPO detailing transportation-specific tasks and associated costs when invoicing the City of Missoula and MPO for pledged PL funds.

4.13. Upon receiving invoices for the County, the City and MPO agree to reimburse the County for their portion of the payment to the professional planning consultant.

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 County shall be responsible for administering the contract with the professional planning consultant.

5.3. City and County staff will jointly manage the project, the consultant, and all aspects of the project including plan development and code development. The City and County will be individually responsible at their discretion for final adoption of the plan and code into their respective policies and regulations.

6. TERMINATION. This Agreement may be terminated by either party unilaterally, with or without cause, by giving notice of termination in writing at least 30 days prior to the date of termination. Upon termination, the provisions of sections 4.3, 4.4 and 4.5 shall survive unless a document agreed to between the parties specifically provides for cancellation or acceleration.

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 and County respectively shall defend, indemnify and hold harmless 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, 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 19th day of February, 2020

MISSOULA BOARD OF COUNTY COMMISSIONERS               MISSOULA CITY COUNCIL

BY:

X

Josh Slotnick
Chair

X

David Strohmaier
Commissioner

X

Juanita Vero
Commissioner

BY:

X

John Engen
Its: Mayor

ATTEST

X

Marty Rehbein

City Clerk

ATTEST:

X

Tyler R. Gernant, Clerk and Recorder