



FIRST ADDENDUM TO INTERLOCAL AGREEMENT

Stormwater Interlocal Agreement between City of Missoula and Missoula County (I-229)

This ADDENDUM is made and entered into on the date fully executed below between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802-4297, referred to here as “City,” and **MISSOULA COUNTY**, 199 W. Pine St., Missoula, MT 59802, referred to here as “County.”

RECITALS

1. The Parties entered into an Interlocal Agreement (I-229) on July 4, 2023 (Agreement), under which the County agreed to (1) provide a conditions assessment and alternatives analysis;(2) construct improvements for the Missoula Development Park to ensure that the stormwater system functions to accommodate the 5-year, 24-hour storm event; and (3) document the intent of the County to transfer ownership and maintenance responsibility of the Development Park's stormwater system, the Airway-Expressway Boulevard Landscaped Right-of-Way, and Kestrel Park and other park parcels to the City of Missoula.
2. The stormwater conditions assessment required under Sections 4.3 and 4.4 of the Agreement has been satisfactorily completed by Herrera Environmental Engineering Consultants. Thus, pursuant to the Agreement, the next step in its execution is to complete certain construction and maintenance on the subject properties.
3. Section 4.5 of the Agreement requires the City and County to first agree on the scope of the necessary and reasonable construction and maintenance actions required, based on the recommendation by Herrera Environmental Engineering Consultants. In accordance with this section, the parties have received and considered that recommendation and have reached an agreement that they desire to memorialize in this Addendum to the Agreement.

ADDENDUM

Now therefore, in consideration of the mutual covenants and agreements contained in the Agreement, the receipt and sufficiency of the same being acknowledged, the Parties agree as follows:

- A. Pursuant to Section 4.5 of the Agreement, the City and County have agreed for the County to pay One Hundred Fifty-Three Thousand, Three Hundred

Nine Dollars (\$153,309.00) for necessary and reasonable construction and maintenance on the properties subject to the Agreement to ensure that the stormwater system functions to accommodate the 5-year, 24-hour storm event. The Scope of Services agreed to by the parties is attached here as **Exhibit A**. The construction services will be bid separately.

- B. Nothing in this Addendum creates an automatic obligation for either party to fund cost overruns. Any increase in either party's contribution above the amounts stated herein must be approved in advance by written amendment executed by both parties. Absent such amendment, each party's payment obligation is limited to the amounts expressly stated in this Addendum..
- C. All other terms of the Agreement shall remain in full force and effect except as expressly amended by this Addendum. If a conflict arises between the terms of this Addendum and the Interlocal Agreement, the terms of this Addendum shall control.

WITNESS, the parties here have executed this instrument the day and year first above written.

**MISSOULA BOARD OF COUNTY
COMMISSIONERS:**

CITY OF MISSOULA, MONTANA

Josh Slotnick
Chair

Andrea Davis
Mayor

Dave Strohmaier
Commissioner

Juanita Vero
Commissioner

ATTEST:

APPROVED AS TO FORM

Claire Trimble, City Clerk

Ryan Sudbury, City Attorney

(SEAL)