

**AN INTERLOCAL AGREEMENT
BETWEEN THE CITY AND COUNTY OF MISSOULA
TO COOPERATE IN THE ACQUISITION AND MANAGEMENT
OF SERVICES TO ASSIST IN ADDRESSING FACILITY NEEDS
FOR THE CITY AND COUNTY OF MISSOULA**

- I. **PURPOSE.** The purpose of this Agreement is to articulate how the acquisition, management and determination of facility needs will be conducted related to the potential acquisition of the Missoula Federal Building located at 200 East Broadway Street (“Federal Building”). This “Agreement”, dated as of ____, 2020 (the “effective date”), is entered into by and between the City of Missoula (hereinafter the “City”), a municipal corporation and political subdivision of the State of Montana, and the County of Missoula (hereinafter the “County”), a political subdivision of the State of Montana.
- II. **AUTHORITY.** Interlocal Agreements are authorized within the provision of Title 7, Chapter 11, Part 1, MCA, known as The Interlocal Cooperation Act, the purpose of which is to permit local governments to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage.
- III. **DEFINITIONS.**
- A. “Service Acquisition” means the procurement of services needed to conduct an evaluation of the possible locations to locate city and county governmental offices.
 - B. “Service Administration” means the administration of the contract with the selected vendor for services to determine the costs of acquisition, restoration and use of the Federal Building as well as services to explore alternative space needs solutions.
 - C. “Service Fees” are those fees assessed by the selected contractors for services rendered during the due diligence period.
 - D. “Due Diligence” is defined as the steps taken to determine the appropriateness of adaptation of the Federal Building as a location for local government services.
- IV. **PROJECT MANAGEMENT**
- A. Prior to the commencement of any procurement efforts, the County and City will establish oversight for the project as follows:
 - a. Project Executives shall comprise the Chief Administrative Officers of the City and County. The Project Executives are

responsible for developing and implementing the policy objectives for the project and ensuring adequate resources are available and maintained to ensure a successful implementation.

- B. The Project Executives must unanimously approve any Request for Proposals or other procurement effort prior to issuance.
- C. The Project Executives shall unanimously approve selected vendor(s).
- D. Procurement shall be conducted according to Missoula County procurement policy.

V. FINANCE.

A. Consultant Services.

1. The County of Missoula shall commit up to \$100,000 for the joint work to be performed to determine if the potential use of the Federal Building will meet the needs of Missoula County.
2. The City of Missoula shall commit up to \$100,000 for the joint work to be performed to determine if the potential use of the Federal Building will meet the City of Missoula's needs.
3. The consultant contract shall provide that billing for services will be as specific as possible and will list whether the item or service is being performed for the City of Missoula, County of Missoula or both. Costs incurred on behalf of the City shall be allocated 100% to the City; costs incurred on behalf of the County shall be allocated 100% to the County; costs incurred on behalf of both shall be allocated 50% to the City and 50% to the County.
4. In the event the cost exceeds \$200,000, and the City and County agree that the additional cost represents capacity needed by both units of government, the City and County will allocate up to \$100,000 and the cost will be allocated 50% to the City and 50% to the County. In the event additional expenditures are desired by one unit of government but not the other, the unit requesting the expenditures will bear the cost.

VI. CITY OF MISSOULA RESPONSIBILITIES.

- A. The City of Missoula will provide financial services for work performed on behalf of the City of Missoula.

VII. COUNTY OF MISSOULA RESPONSIBILITIES.

- A. The County will provide financial services for work performed on behalf of Missoula County.
- B. The County will receive, process and pay invoices for services performed on behalf of the County. The county will receive the bills, process and pay invoices for services performed on behalf of the City and County. The County will request payment from the City for 50% of the cost of services performed on behalf of the City and County, and the City will pay the County the amount requested.

VIII. EFFECTIVE DATE, DURATION AND DISSOLUTION.

- A. This Agreement will become effective and binding upon ratification by both parties.
- B. This Agreement will remain in effect until one or both parties withdraw by giving notice in writing from one Project Executive to the other.
- C. Upon completion, determined by the Project Executives, the agreement will terminate. If a decision to proceed is made and the scope of the project is changed, a new agreement will be drafted.

IX. AMENDMENT OF AGREEMENT.

- A. Either party may initiate a request to amend this Agreement by providing a written copy of the proposed amendment to the other party for consideration. Any amendment will become effective only when agreed to in writing and approved by both governing bodies.