

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF MISSOULA, MONTANA
FOR AN ACCELERATED LEVEE SYSTEM EVALUATION OF THE CLARK FORK
AREA III AND AREA V LEVEE SYSTEM

THIS AGREEMENT is entered into this 11th day of May, 2021, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Seattle District (hereinafter the "District Engineer") and the City of Missoula, Montana (hereinafter the "Non-Federal Interest"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, Section 3014(b) of the Water Resources Reform and Development Act of 2014 authorizes the Secretary of the Army to perform an accelerated levee system evaluation of a federally authorized levee for purposes of the national flood insurance program established under Chapter 1 of the National Flood Insurance Act of 1968 (42 U.S.C. 4011 et seq.) on a 50 percent cost shared basis; and

WHEREAS, the Government and the Non-Federal Interest have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Government shall undertake a Levee System Evaluation in accordance with the attached Scope of Work (Exhibit A and B), and any modifications thereto, that specifies the scope, cost, and schedule for activities and tasks.

2. The Non-Federal Interest shall provide 50 percent of the costs of the Levee System Evaluation in accordance with the provisions of this paragraph. As of the effective date of this Agreement, the costs of the Levee System Evaluation are projected to be \$ \$717,000.00, with the Government's share of such costs projected to be \$358,500.00 and the Non-Federal Interest's share of such costs projected to be \$358,500.00.

a. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Interest shall provide the full amount of its share of costs by delivering a check payable to "FAO, USAED, Seattle District (G3) to the District Engineer or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. If the Government determines at any time that additional funds are needed from the Non-Federal Interest to cover the Non-Federal Interest's costs of the Levee System Evaluation, the Government shall provide the Non-Federal Interest with

written notice of the amount of additional funds required. Within 30 calendar days of such notice, the Non-Federal Interest shall provide the Government with the full amount of such additional funds. Following completion of the Levee System Evaluation, the Government shall provide the Non-Federal Interest with a final accounting of costs.

3. The Non-Federal Interest shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the provision of the Levee System Evaluation. Federal program funds are those funds provided by a Federal agency, plus any Non-Federal contribution required as a matching share therefor.

4. In carrying out its obligations under this Agreement, the Non-Federal Interest shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

5. Upon 30 calendar days written notice to the other party, either party may elect, without penalty, to terminate completion of the Levee System Evaluation under this Agreement. Any termination shall not relieve the Non-Federal Interest of responsibility for its share of any costs incurred.

6. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

7. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as shown below. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this paragraph.

If to the Non-Federal Interest:

Stormwater Manager
City of Missoula
435 Ryman St.
Missoula, MT 59802

If to the Government:

Civil Works Branch
Seattle District, U.S. Army Corps of Engineers
Bldg 1202
4735 E. Marginal Way S.
Seattle, Washington 98031

8. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

9. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

CITY OF MISSOULA

BY: _____
Alexander "Xander" L. Bullock
Colonel, Corps of Engineers
District Engineer

BY: _____
John Engen
Mayor

DATE: _____

DATE: _____