

2013 MONTANA FEDERAL LANDS ACCESS PROGRAM PROPOSAL

MAIN BOULDER RIVER ROAD RECONSTRUCTION

SWEET GRASS COUNTY

APPENDIX A

Sweet Grass County and Park County

Maintenance and Funding Memorandum of Understanding

For Main Boulder River Road

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PARK COUNTY AND SWEET GRASS COUNTY**

This Memorandum of Understanding (MOU), is hereby made and entered into by and between Park County, Montana, hereinafter referred to as "PARK," and Sweet Grass, Montana, hereinafter referred to as SWEET GRASS.

Background: The Main Boulder Road runs through both PARK and SWEET GRASS jurisdictions. PARK AND SWEET GRASS have previously worked together and improved a 5 mile portion of this road with SRS title II RAC funds.

- I. **PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to maintain the Main Boulder Road in accordance with the following provisions.
  
- II. **STATEMENT OF MUTUAL BENEFIT AND INTEREST:** The Main Boulder Road weaves its way through both PARK and SWEET GRASS. As such, the road at different locations will enter and exit both jurisdictions. Due to the road weaving through both jurisdictions maintenance of the road strictly by jurisdiction is difficult, time consuming and inefficient. The parties have agreed that a collaborative effort to maintain the whole road without consideration to jurisdiction will save both PARK and SWEET GRASS time, money and energy. PARK and SWEET GRASS have agreed to hire Great West Engineering to apply for the FLAP grants in order to make additional improvements to the Main Boulder Road. If funds are received through the FLAP grant, PARK and SWEET GRASS will equally share in the costs, including any matching funds required on this project, for the improvement of the section of the Main Boulder Road from Two Mile Bridge to the Flemming Bridge. This project also includes the replacement of the Two Mile Bridge. If future FLAP projects are undertaken, PARK and SWEET GRASS agree to share equally any and all costs, including any matching funds necessary to complete any such projects.
  
- III. **PARK SHALL:** Pay Sweet Grass for any work completed by Sweet Grass on the Park portion of the Boulder Road.
  
- IV. **SWEET GRASS SHALL:** Pay Park for any work completed by Park on the Sweet Grass portion of the Boulder Road.
  
- V. **IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**
  - a. **Payment Schedule:** Both parties shall pay for work completed on their portion of the road as follows:
    - i. Road Grader – Eighty-Five Dollars (\$85.00) an hour;

- ii. Roller – Fifty Dollars (\$50.00) an hour; and
- iii. Road Material – Twelve Dollars (\$12.00) a yard.

These above prices will be negotiated yearly by both parties.

- b. **Principal Contacts:** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**PARK**

Name: Commissioner Malone

Address: 414 East Callender Street, Livingston, MT, 59047

Telephone: 406-222-4106

Email:

**SWEET GRASS**

Name: Bill Wallace

Address: P.O. Box 888, 115 West 5<sup>th</sup> Ave, Big Timber MT 59011

Telephone: 406-932-5152

Email:sgcommish@itstriangle.com

- c. **NOTICES:** Any communications affecting the operation covered by this agreement given by PARK or SWEET GRASS is sufficient only if in writing, and delivered in person, mailed, or transmitted electronically by e-mail or fax.
- d. **PARTICIPATION IN SIMILAR ACTIVITIES:** This MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- e. **NONBINDING AGREEMENT:** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: parties availability of funds and other resources; parties administrative and legal requirements; etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies. The negotiation, execution, and administration of these prospective agreements must comply with all applicable laws.

Nothing in this MOU is intended to alter, limit, or expand the parties' statutory and regulatory authority.

- f. **TERMINATION:** Any of the parties, in writing, may terminate this MOU in whole, or part, at any time before the date of expiration.
- g. **MODIFICATIONS:** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- h. **COMMENCEMENT/EXPIRATION DATE:** This MOU is executed as of the date of the last signature and is effective through 2018 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized signatory officials.

**SWEET GRASS COUNTY**

Susan Moxness  
William Walker  
Bob Faw

**PARK COUNTY**

[Signature]  
[Signature]  
James R. [Signature]