

Great Northern Corridor Coalition Phase II

MEMORANDUM OF UNDERSTANDING BETWEEN THE MONTANA DEPARTMENT OF TRANSPORTATION AND PORT OF SEATTLE

INTRODUCTION

The Great Northern Corridor consists primarily of east-west oriented transportation infrastructure tying together the northern tier of the western United States. This interconnected transportation system serves 27 million Americans in eight states. The primary focus of this corridor is the rail network from the Great Lakes to the Pacific Ocean and infrastructure such as highways, ports, and terminals. This infrastructure is aging and capacity demand is increasing.

The Great Northern Corridor Multistate Planning and Development Study Phase II will expand upon the work completed in Phase I by using the project criteria and initiatives that will enhance the corridor's strengths, further develop multimodal opportunities and reduce the weaknesses and mitigate threats along the corridor.

PURPOSE

This Memorandum of Understanding (MOU) establishes a framework for cooperation and coordination of public and private sector stakeholders along the Great Northern Corridor for the vision to: Develop the Great Northern Corridor into a seamless multistate freight corridor consisting of road and rail networks that promote economic growth for neighboring communities and accommodate the demand for efficient and environmentally sound transportation services.

RESPONSIBILITIES AND PROCEDURES

There are two types of members in the Great Northern Corridor Coalition: contributing partner and project supporter. Contribution partners provide a financial contribution or in-kind match for the Multistate Corridor Operations and Management Program (MCOM) grant to complete a Great Northern Corridor Multistate Planning and Development Study Phase II. Project supporters support the concept of this study and may be invited to participate in stakeholder activities.

This MOU formalizes contributing member status in the Great Northern Corridor Coalition and it is mutually agreed that:

The Montana Department of Transportation (MDT) will serve as the administrative entity for the Great Northern Coalition and will administer the MCOM Phase II grant.

The study will support the vision to develop the Great Northern Corridor into a seamless multistate freight corridor consisting of road and rail networks that promote economic growth for

neighboring communities and accommodate the demand for efficient and environmentally sound transportation services.

FUNDING

The funding will be used in compliance with federal and State of Montana regulations for completion of the Great Northern Corridor Multistate Planning and Development Study Phase II.

A budget has been developed and is included in the grant application. Each participating agency will sign a participation agreement to formally commit funds for this study. The execution of this MOU shall constitute that agreement.

MDT will invoice Port of Seattle no more than 60-days prior to let for agreed contribution of \$10,000. If invoice is not paid within 30-days, MDT may charge interest at the rate of 10 percent per annum. Interest will accrue until invoice is paid in full.

An appropriate contract executed between MDT and contractors will provide the means for the contractor to invoice MDT for the work performed. MDT will then review the invoice and process payment.

INDIRECT COSTS

It is understood and agreed between the parties that: Section 17-1-106 MCA requires any state agency, including MDT that receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct project costs. MDT's indirect cost rate is determined annually as a percentage of the project's direct costs to cover the projects share of MDT's indirect costs as defined by 2 CFR Part 200, Appendix VII. MDT's current indirect cost rate is 9.13% for fiscal year 2015 (July 1, 2014 to June 30, 2015). If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the project.

OPERATIONAL POINT OF CONTACT

Montana Department of Transportation
Meghan Larsen
(406) 444-6121
mlarsen@mt.gov

LIMITATIONS

Nothing in this MOU between Agencies shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations under which Agencies operate.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend its own interests. Neither party shall be required to provide indemnification of the other party.

EFFECTIVE DATE

This MOU will become effective upon all parties signing this agreement.

METHOD OF TERMINATION

The parties may mutually terminate this Agreement in writing at any time. MDT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason.

SEVERABILITY AND INTEGRATION

If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this Agreement unless specifically provided within the written terms herein.

AUDITS

MDT will comply with Federal audit requirements and its records will be available for review by the participating agencies and FHWA. MDT shall retain all records relating to the performance of any work accomplished under this grant for a period not less than three years after final payment.

AMENDMENTS

Amendments to this MOU shall become effective upon mutual agreement and written approval by Agencies' signing authority.

ACCESS AND RETENTION OF RECORDS

The *Port of Seattle* agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine compliance with this Agreement. The *Port of Seattle* agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to this Agreement taken by the State of Montana or a third party.

CHOICE OF LAW AND VENUE

In the event of litigation concerning this Agreement, venue will only be in District Court of the First Judicial District of the State of Montana in and for the County of Lewis and Clark. This Agreement will be interpreted according to Montana law.

SIGNATURES

Execution of Memorandum of Understanding

Port of Seattle and the Montana Department of Transportation agree to this Memorandum of Understanding and authorize their officers to execute it, thereby obligating appropriate funding for the study.

Port of Seattle

Montana Department of Transportation

(Signature)

(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MDT Legal Review:

Date: _____