

RESOLUTION NO. R24-19

A RESOLUTION OF THE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAUREL AND YELLOWSTONE COUNTY FOR THE GOLF COURSE ROAD PAVING PROJECT.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Memorandum of Understanding by and between the City of Laurel and Yellowstone County for the Golf Course Road Paving Project (hereinafter "the MOU for the Golf Course Road Paving Project"), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the MOU for the Golf Course Road Paving Project on behalf of the City.


Introduced at a regular meeting of the City Council on the 26th day of March, 2024, by Council Member Banks.

PASSED and APPROVED by the City Council of the City of Laurel the 26th day of March, 2024.

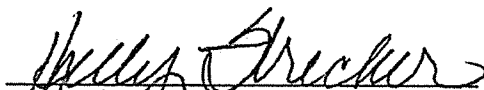
APPROVED by the Mayor the 26th day of March, 2024.



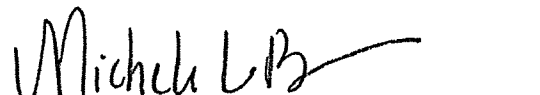
CITY OF LAUREL


Dave Waggoner, Mayor

ATTEST:


Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:


Michele L. Braukmann, Civil City Attorney

2024

Golf Course Road Paving PROJECT

MEMORANDUM OF UNDERSTANDING (MOU)

Between Yellowstone County and the City of Laurel

SECTION I: PARTIES

This Memorandum of Understanding (MOU), has been made and entered into by Yellowstone County, (County), and the City of Laurel, (City).

SECTION II: PURPOSE

The county is asphalt overlaying a portion of Golf Course Road, a portion of Golf Course Road is in the city limits. The city would like to have their portion of Golf Course Road overlayed as well. The county will send out an invitation for bid for the paving project. The project will include the county's portion and the city's portion of Golf Course Road. The city has agreed to pay the county for the portion of Golf Course Road that is in the city.

A general map of the project is shown as Exhibit A. The City and the County agree via this MOU to pay their proportionate share of this Project.

SECTION III: RESPONSIBILITIES

County Responsibilities:

The County shall solicit invitations for bid, award the project to the lowest responsible bidder, enter into a contract with the contractor for the project. Once the project is completed the county will pay the contractor for the entire project.

Developer Responsibilities:

Upon successful completion of the Project, the city shall reimburse the County for the cost of their portion of the project.

SECTION IV: INDEMNIFICATION

The County agrees to hold harmless and indemnify the City from and against all claims, losses damages, or liability, resulting from the negligence of the County or its employees and agents in the performance of this MOU.

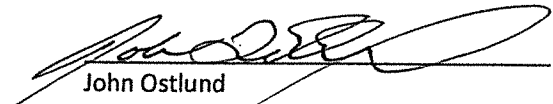
The City agrees to hold harmless and indemnify the County from and against all claims, losses damages, or liability, resulting from the negligence of the Developer or its employees and agents in the performance of this MOU.

SECTION V: MISCELLANEOUS

Any claims or disputes arising out of this MOU, its performance that is not disposed of by agreement of the parties, shall be submitted to mediation for resolution of the disagreement. If mediation fails the dispute shall be submitted to arbitration before a single arbitrator according to the rules and practices of the American Arbitration Association and the findings of the arbitrator shall be binding on all parties to this MOU. Any costs associated with medication and arbitration shall be born equally by both parties.

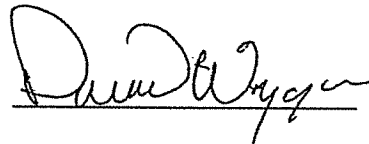
SECTION VI: TERMINATION AND DURATION

Both parties are bound by the terms of this MOU until the Project is completed and the Project has been closed out. The Project will end when the Project has been closed out.



John Ostlund
Chairman
Yellowstone Board of County Commissioner

April 2, 2024
Date



Authorized representative
City of Laurel

3/26/24
Date