

RESOLUTION NO. R24-30

A RESOLUTION OF THE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LAUREL AND YELLOWSTONE COUNTY FOR THE W. 12th STREET OVERLAY PROJECT.

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

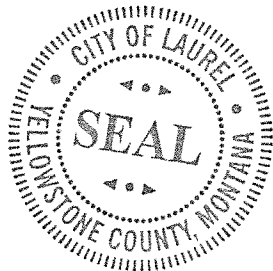
Section 1: Approval. The Memorandum of Understanding by and between the City of Laurel and Yellowstone County for the W. 12th Street Overlay Project (hereinafter “the MOU for the W. 12th Street Overlay Project”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the MOU for the W. 12th Street Overlay Project on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of April 2024, by Council Member Banks.

PASSED and APPROVED by the City Council of the City of Laurel the 23rd day of April 2024.

APPROVED by the Mayor the 23rd day of April 2024.



CITY OF LAUREL

Heidi Spauls for
Dave Waggoner, Mayor

ATTEST:

Kelly Strecker
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michelle B
Michele L. Braukmann, Civil City Attorney

2024

W. 12TH STREET OVERLAY PROJECT

MEMORANDUM OF UNDERSTANDING (MOU)

Between the City of Laurel and Yellowstone County

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 City is asphalt overlaying a portion of W. 12th Street, a portion of W. 12th Street is outside the City limits. The County would like to have their portion of W. 12th Street overlayed as well. The City has received a quote for the paving project. The project will include the County's portion and the City's portion of W. 12th Street. The County has agreed to pay the City for the portion of W. 12th Street that is outside 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

City Responsibilities:

The City shall solicit quotes, award the project to the lowest responsible contractor, enter into a contract with the contractor for the project. Once the project is completed the City will pay the contractor for the entire project.

Developer Responsibilities:

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

SECTION IV: INDEMNIFICATION

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 City or its employees and agents in the performance of this MOU.

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 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.



Dave Waggoner
Mayor
City of Laurel



John Ostland
Chairmen
Yellowstone Board of County Commissioner

Date

April 16, 2024

Date