

RESOLUTION NO. R14-53

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN AN AGREEMENT WITH THE MONTANA DEPARTMENT OF
TRANSPORTATION (MDT) FOR STREET SWEEPING.**

WHEREAS, MDT is responsible for cleaning city streets in Laurel that are on the State Primary Road System; and

WHEREAS, MDT has neither the equipment nor the personnel to perform the work; and

WHEREAS, MDT desires to contract with the City to perform such work, pursuant to the terms and conditions set forth in the attached agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to sign an agreement with the Montana Department of Transportation for street sweeping, a copy of which is attached hereto.

Introduced at a regular meeting of the City Council on August 19, 2014, by Council Member Poehls.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 19th day of August, 2014.

APPROVED by the Mayor this 19th day of August, 2014.

CITY OF LAUREL

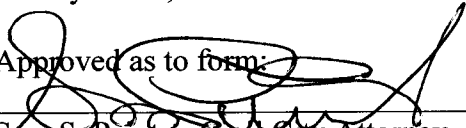


Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

MONTANA DEPARTMENT OF TRANSPORTATION
AGREEMENT

For Street Cleaning on the
Primary Road System In Laurel

This AGREEMENT is entered between the Montana Department of Transportation ("Department"), through its Maintenance Division, and the City of Laurel, Montana ("City"), for the purpose of cleaning city streets in Laurel that are on the State Primary Road System, from July 1, 2014, through June 30, 2016.

In consideration of the mutual covenants herein set forth, the Montana Department of Transportation, Maintenance Division, and the City of Laurel agree and shall be bound as follows:

I.

The City of Laurel agrees to maintain the street sweeping on the Primary road within the city limits of Laurel. The street shall be cleaned on an as-needed basis. The City of Laurel shall notify the Field Maintenance Supervisor, Department of Transportation at Laurel, to verify the need for street cleaning with a maximum requirement of once every two weeks from July 1, 2014 through October 31, 2014, and April 1, 2015 through June 30, 2015 and from July 1, 2015 through October 31, 2015 and April 1, 2016 through June 30, 2016.

Areas to be covered under this agreement include the following:

- (a) From the intersection of Alder and Main Street, westerly along Main Street (P-4), to the intersection with First Avenue, and then southerly along Highway 310 & 212 (P-4) to the I-90 overpass.
- (b) From the south end of I-90 overpass to the southerly end of the Yellowstone River Bridge, a maximum of three (3) times per year.
- (c) The City of Laurel agrees to furnish all necessary equipment and labor for the performance of the street cleaning operation. All expenses for the maintenance and operation of the vehicle shall be borne in its entirety by the City.

II.

For and in consideration of the services herein described, the Department of Transportation, Maintenance Division, agrees to reimburse the City of Laurel at the rate of \$55.00 per hour for the time spent in actual sweeping operation, not to exceed \$5,084.10 per year. For reimbursement, the City of Laurel will submit a claim to the Montana Department of Transportation, Holly Chouinard, P.O. Box 20437, Billings, Montana 59104-0437.

III.

It is MUTUALLY AGREED AND UNDERSTOOD by the parties hereto that the City of Laurel shall perform the above mentioned services to the satisfaction of the Maintenance Chief in whose Division the work is located.

IV.

It is further agreed that this agreement may be terminated by either party by written notification to the other party thirty (30) days prior to the desired termination date. In the event of termination by either party, payment to the City of Laurel shall be prorated to the date of termination.

V.

It is EXPRESSLY AGREED that the City of Laurel is not an employee of the State of Montana but has willingly agreed to take over this cleaning operation on a cost basis, as the Department of Transportation has neither adequate equipment or personnel to perform the work.

It is further agreed that the City of Laurel shall not assign, subcontract, or transfer any part of this agreement without the prior written consent of the State.

VI.

The City of Laurel agrees to comply with all applicable Federal and State laws including, but not limited to, prevailing wage laws and those laws referred to in the two-page NOTICE attached hereto, which is made a part of this Agreement by its reference.

VII.

The City of Laurel agrees to defend, protect, indemnify and save harmless the State against and from all claims, liabilities, demands, causes of action, judgments, and losses claimed to be due to the City's performance of the activities of this Agreement, specifically including any claims that any work was not done in a proper or timely manner.

IN WITNESS THEREOF, the parties hereto caused this Agreement to be executed by their duly authorized officers.

CITY OF LAUREL

By: Mart A. Mace
Mayor of Laurel

Date: 8/5/2014

STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION

Approved for Legal Content:
By: [Signature]
Date: July 21, 2014

By: [Signature]
Billings District Administrator
Date: 7/29/14

ATTEST:
CITY OF LAUREL
[Signature]
City Clerk, City of Laurel
Date: 8/5/14

NOTICE

During the performance of this Agreement, the City, for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The City shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made part of this Agreement, even though only State funding is here involved.
- (2) Nondiscrimination: The City, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to be performed under a subcontract, including procurements of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The City will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Department of the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the City's noncompliance with the nondiscrimination provisions of this Agreement, the Department may impose sanctions as it or the FHWA determines appropriate, including, but not limited to:
 - (a) withholding payments to the City under the Agreement until the City complies, and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The City will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The City will take such action with respect to any subcontract or procurement as the Department or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided; however, that in the event the City is sued or is threatened with litigation by a subcontractor or supplier as a result of such

direction, the City may request the Department to enter into the litigation to protect the interests of the State, and, in addition, the City or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, 49-2-207, MCA

In accordance with 49-3-207, MCA, the City agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT (ADA).
- (2) The City will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs:

“The City will provide reasonable accommodations for any know disability that may interfere with a person participating in any service, program or activity offered by the City. In the case of documents, recordings, or verbal presentations, alternative accessible formats will be provided. For further information call the City.”
- (3) All video recordings produced and/or created under this Agreement will be closed captioned.