

CITY OF POLSON

RESOLUTION NUMBER 2024-004

A RESOLUTION AUTHORIZING CITY MANAGER OF THE CITY OF POLSON TO SIGN A MEMORANDUM OF UNDERSTANDING WITH LAKE COUNTY FOR REPAIR AND ANNEXATION FOR PORTIONS OF 13TH AVENUE EAST AND 11TH STREET EAST.

WHEREAS, section 2.03.200 of the City of Polson Municipal Code provides the City Manager with powers and duties of day-to-day operations;

WHEREAS, the City Manager and Lake County Commissioners have come to an agreement (MOU) to repair County owned 13th Avenue East And 11th Street East roads within the City of Polson; FURTHER, the County will provide labor and machinery for constructing the streets and the City will provide materials, project management, engineering design, traffic control, parked car removal notices, sewer and water lid adjustments, and shoulder grading for said streets; FURTHER, the City further agrees to annex the streets after completion of the MOU;

WHEREAS, the County has agreed to and signed the MOU that is attached to this resolution; and

WHEREAS, the cooperation between the City and County benefits residents and county residents using the 13th Avenue East And 11th Street East roads.

NOW THEREFORE BE IT RESOLVED that the City Manager of the City of Polson sign the Memorandum of Understanding for the repair of 13th Avenue East And 11th Street East roads.

APPROVED AND ADOPTED this 21st day of February 2024.

THE CITY OF POLSON

BY:

Eric Huffine, Mayor

Attest:

Ed Meece, City Manager

Cora E. Pritt, City Clerk

STATE OF MONTANA)
 :SS
County of Lake)

On this ____ day of _____, 2024, before me the undersigned Notary Public for the State of Montana, personally appeared **Eric Huffine**, known to me to be the Mayor of the City of Polson and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of Montana

Printed Name of Notary
Residing at Polson, Montana
My commission expires: ___/___/___

CITY-COUNTY ROAD WORK MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of Polson (City) and the Lake County (County), both are governmental organizations recognized by the State of Montana.

1. **Purpose.** The purpose of this MOU details the responsibilities of each party for construction, installation, repair, maintenance, etc. of certain roads own by the County within the boundaries of the City. The City agrees to annex certain roads owned by the County that have been constructed, and/or repaired to a pavement condition as described herein and maintaining current street widths.
2. **Roles and Responsibilities.** The City and County shall agree to the responsibilities associated with each Project listed below, as follows: (1) The City will be responsible for all needed engineering design, Project management, traffic control, sewer lid adjustments, shoulder grading, and the purchase of any raw materials necessary; (2) Lake County will be responsible for proper construction and/or repair activities related to the installation of all purchased materials.
 - a. The repair, relocation, or liability attached to any utility lines encountered by the County in performance hereof are the sole obligation of the City.
3. **Plan Review.** The City shall prepare plans for each Project listed below through the City Engineer.
4. **Timeframe.** This MOU will be in effect starting March 1st, 2024, and will dissolve when the below Projects are completed, unless extending by written agreement.
5. **Projects.** This MOU has identified these Projects:

a. **13th Avenue East (9th Street East to end of 13th Avenue)**

13th Avenue East – 9th Street East to end of 13th Avenue				
Bid Item	Quantity	Unit	Unit Price	Total
3/4" Base	65	CY	50.00	3,250.00
2" Asphalt Concrete Pavement - Type B (PG 58-28)	430	TON	85.00	36,550.00
Tack	165	GAL	5.00	825.00
Shoulder Grading*	2,500	LF	2.00	5,000.00
Water Valve Adjustments	5	Each	500.00	2,500.00
Total				48,125.00

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b. 11th Street East (7th Avenue East to 11th Avenue East)

11th Street East – 7th Avenue East to 11th Avenue East				
Bid Item	Quantity	Unit	Unit Price	Total
3/4" Base	20	CY	50.00	1,000.00
2" Asphalt Concrete Pavement - Type B (PG 58-28)	570	TON	85.00	48,450.00
Tack	220	GAL	5.00	1,100.00
Shoulder Grading*	2,500	LF	2.00	5,000.00
Sewer Lid Adjustment	2	Each	600.00	1,200.00
Water Valve Adjustment	3	Each	500.00	1,500.00
Total				58,250.00

6. Agent Authority and Liaison. This MOU grants each party the authority to appoint an agent to execute and obligate their respective party. Each agent shall also act as a liaison for their respective party. Agents for each party may be removed, appointed, or changed by passing a resolution. Agents are as follows:

a. **City of Polson:** Edwin Meece, City Manager, City of Polson, 106 First Street East, Polson MT, 59860

b. **Lake County:** Gale Decker, Chairman, Lake County Commission, 106 4th Avenue East, Polson MT, 59860

7. Standards. The Projects shall be built to City of Polson Standards for Design & Construction, which can be found at www.cityofpolson.com/building or by contacting the City's Building Department.

8. Final Inspection. The City shall reserve the right to conduct a final inspection of the Project. The final inspection shall be based on the City of Polson Standards for Design & Construction.

9. Annexation. The City of Polson shall annex the Project road within ninety (90) days of the Project actual completion date after the final inspection. In cases where annexation may not apply, MCA 7-8-101 Authorization to Transfer Property Between Certain Governmental Entities may be used.

10. Joint Project Employee Status: The parties agree that employees of their respective Governmental Organizations are solely the employees of that organization in which they maintain employment. The parties further agree that:

a. Lake County employees are not subject to the terms and provisions of the City of Polson's personnel policies, if any, and may not be considered City employees for workers' compensation or any other purpose. Lake County employees are not authorized to represent the City of Polson or otherwise bind the City of Polson in any dealings between Lake County and any third parties.

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- b. City of Polson employees are not subject to the terms and provisions of the Lake County's personnel policies, if any, and may not be considered County employees for workers' compensation or any other purpose. City of Polson employees are not authorized to represent Lake County or otherwise bind Lake County in any dealings between the City of Polson and any third parties.

- 11. Indemnity and Insurance:** Each party agrees to indemnify, defend and hold the other party, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from **any intentional or gross negligent act** on the part of the responsible party, its agents or employees. For this purpose, each party shall provide one another proof of liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million (or other: _____) for each occurrence. The insurance must be in a form suitable to each party.
- 12. Compliance with Laws:** Each party agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA.
- 13. Nondiscrimination:** Each party agrees that all selecting/hiring by each party of persons or contractors performing this Project will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- 14. Default and Termination:** If either party fails to comply with any condition of this Project at the time or in the manner provided for, the other party, at its option, may terminate this Project Agreement and be released from all obligations if the default is not cured within thirty (30) days (or other: _____) after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.
- 15. No Fault Early Termination.** Either party may prematurely terminate this Project, with or without consent or cause, upon the giving of **six months'** (or other: _____) written notice to the other party.
- 16. Modification and Assignability:** This document and attachments contains the entire Project between the parties and no statements, promises nor inducements made by either party or agents of either party, that are not contained in this written Project or the City-County Road Work Memorandum of Understanding, may be considered valid or binding. This Project may not be enlarged, modified or altered except by written agreement signed by both parties hereto. Neither party may not subcontract or assign their rights, including the right to compensation or duties arising hereunder, without the prior written consent of the other party. Any subcontractor or assignee will be bound by all of the terms and conditions of this Project.

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17. Notices: Any notice which may be given by either party under this Project shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other party as specified in this Agreement. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other party, if delivered by:

- a. first class post, 2 days from the date of posting;
- b. hand or by facsimile transmission, on the date of such delivery or transmission; and
- c. electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail. Electronic mail shall be sent to the emails listed in the parties section.

This Memorandum of Understanding is the complete agreement between the City of Polson and Lake County and may be amended only by written agreement signed by each of the parties involved.


City of Polson

Edwin Meece, City Manager

Lake County



Bill Barron, District 1 Commissioner



Steve Stanley, District 2 Commissioner



Gale Decker, District 3 Commissioner

Attest:

Cora E. Pritt

Attest:



Kendra Steele, Clerk & Recorder