



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, FEBRUARY 06, 2024
6:30 PM
COUNCIL CHAMBERS**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony, and written evidence.

General Items

1. LURA Presentation

Executive Review

2. Resolution - A Resolution Of The City Council Approving A Contract With Collection Bureau Services, Inc. For The Collection Of Laurel City Court Receivables.
3. Resolution - A Resolution Of The City Council Approving A Contract With Morrison-Maierle, Inc. For A Water And Wastewater Consultation.
4. Resolution - Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With The Adult Resource Alliance Of Yellowstone County.
5. Resolution - A Resolution Of The City Council Approving A Transportation Coordination Plan For The City Of Laurel Transit.

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Announcements

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

File Attachments for Item:

1. LURA Presentation

Proposed LURA Projects

Street lighting, Sidewalk/Curb repair, and

Tree maintenance

Street Lighting Poles

We would like to install around 74 decorative street lights in the downtown and south side business areas. This will provide safety lighting for not only the businesses, customers and community. There are a lot of dark street/sidewalks around the businesses and adding lighting to these areas would be a benefit. These lights will also help beautify Laurel along with providing safety lighting. We would also propose extending the lighting district where the new lights will be placed. LURA proposes to cover project costs and monthly fees until proper lighting district is established.

We have been working with NorthWestern Energy for renting light poles from them. NorthWestern Energy would install the light poles and would take care of all the maintenance required to these poles. They would break this into 2 separate lighting projects; downtown and south side.

Project 1- Overhead fed lights (OH) - downtown area

LED Pendant mounted at 20ft on a black decorative pole

\$81/month per pole

\$35,000 project buy down

Project 2- Underground fed lights (UG) - SE 4th St & S 1st Ave

LED Pendant mounted at 20ft on a black decorative pole

\$81/month per pole

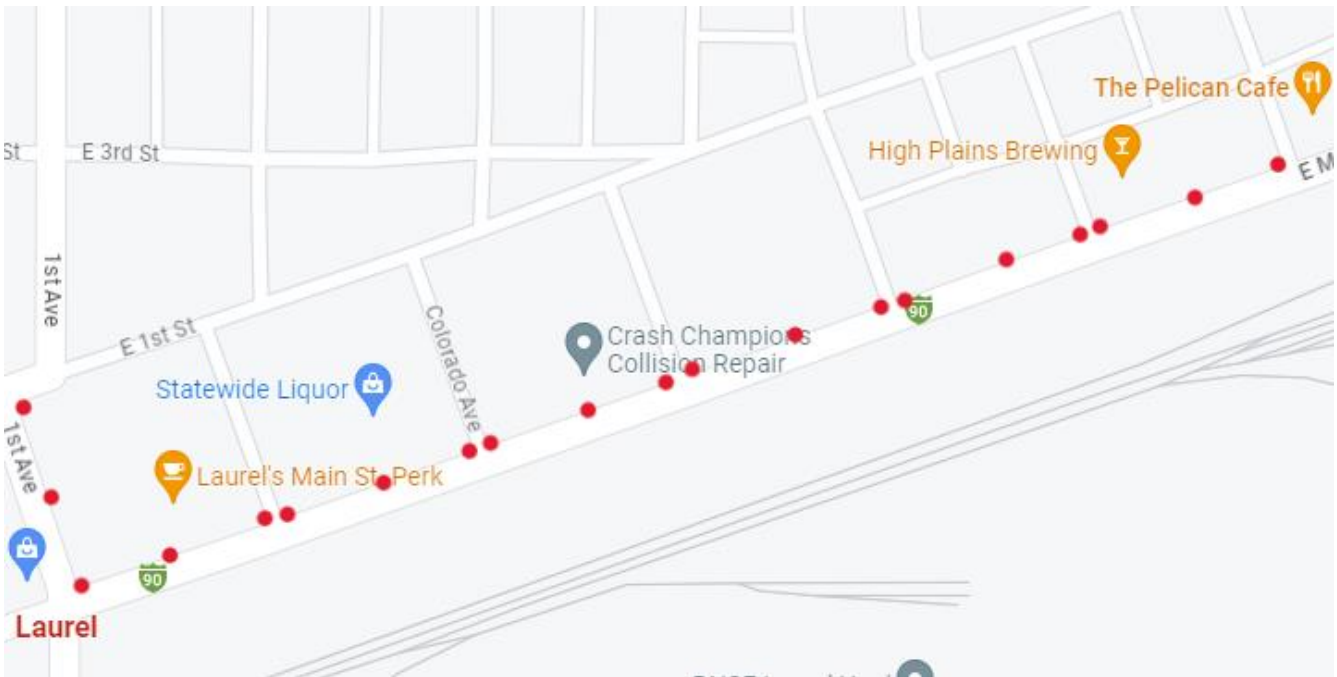
\$35,000 project buy down



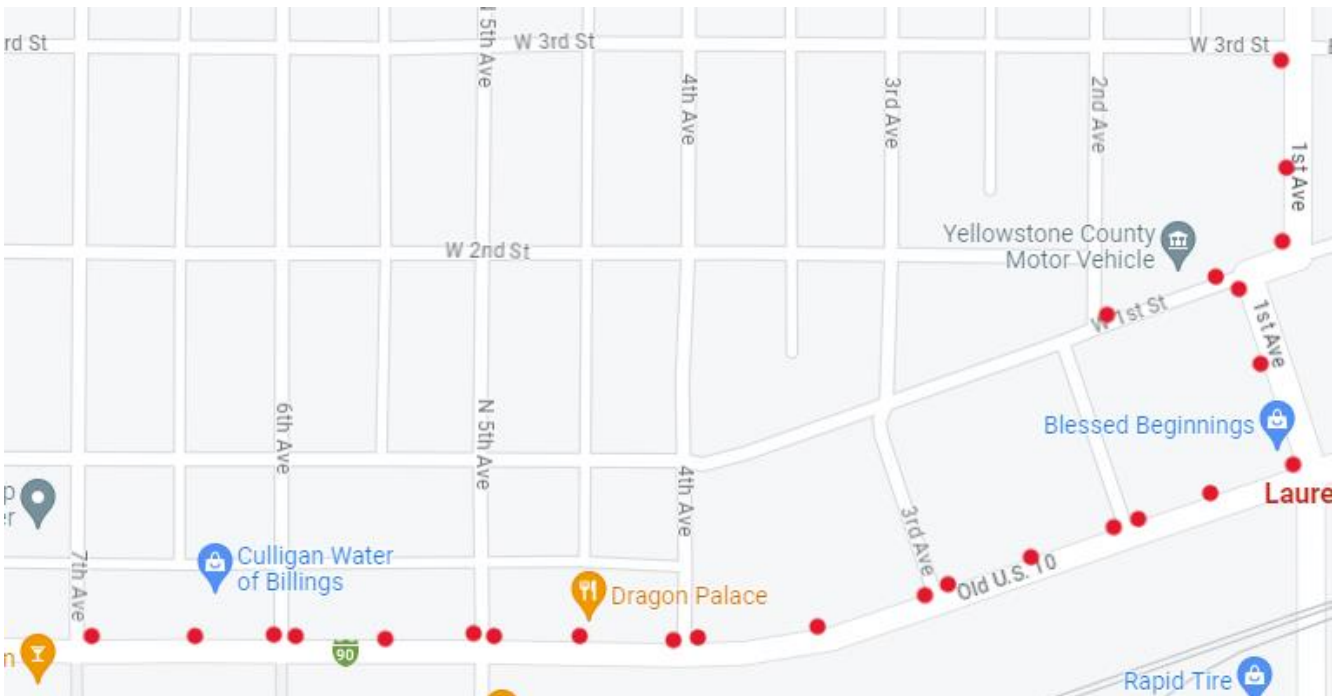
Areas we will be placing light posts— **maps of estimate for placing attached

- a. Main Street (Idaho to 7th Ave)
- b. 1st Ave (3rd St to SE 4th St)
- c. SE 4th St
- d. Bernhardt

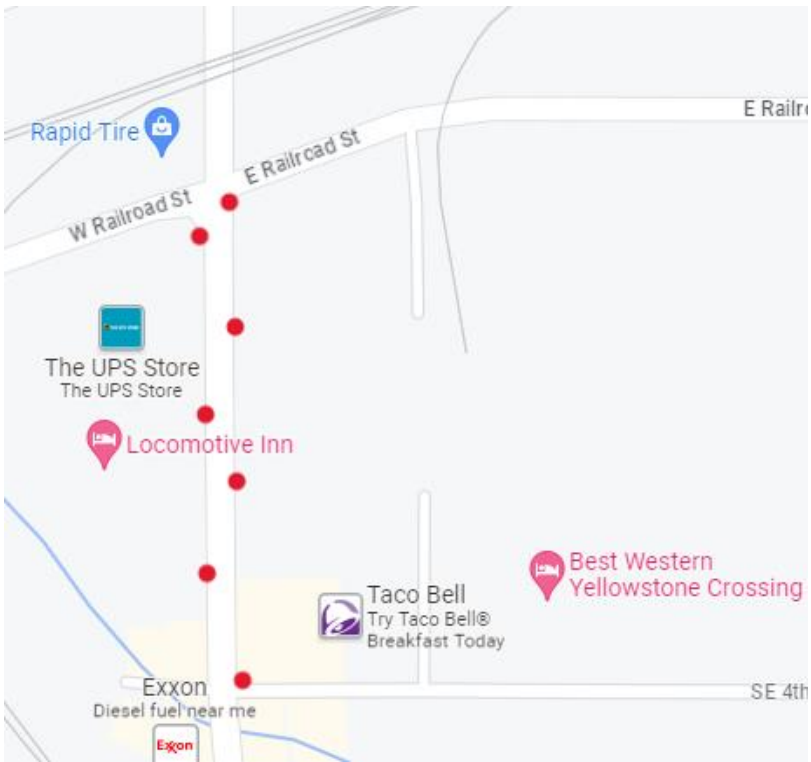
West Main Street/ 1st Ave



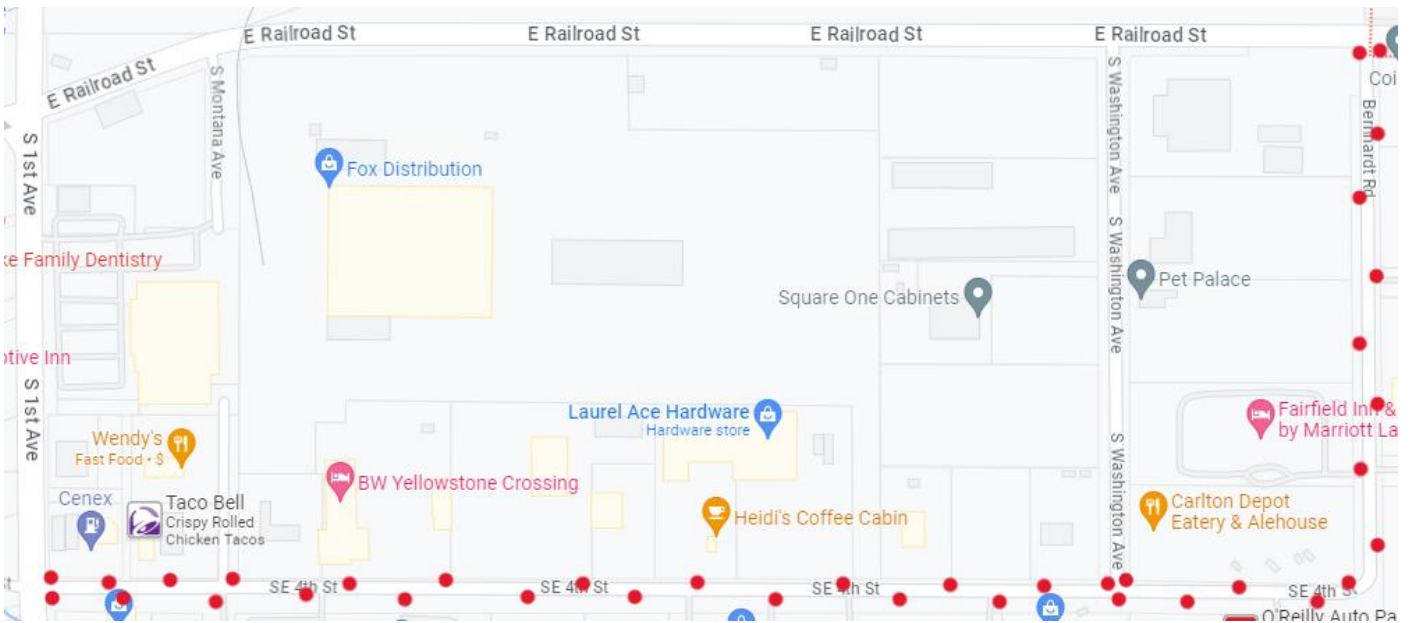
East Main Street/ 1st Ave



South 1st Ave



SE 4th St/ Bernhardt

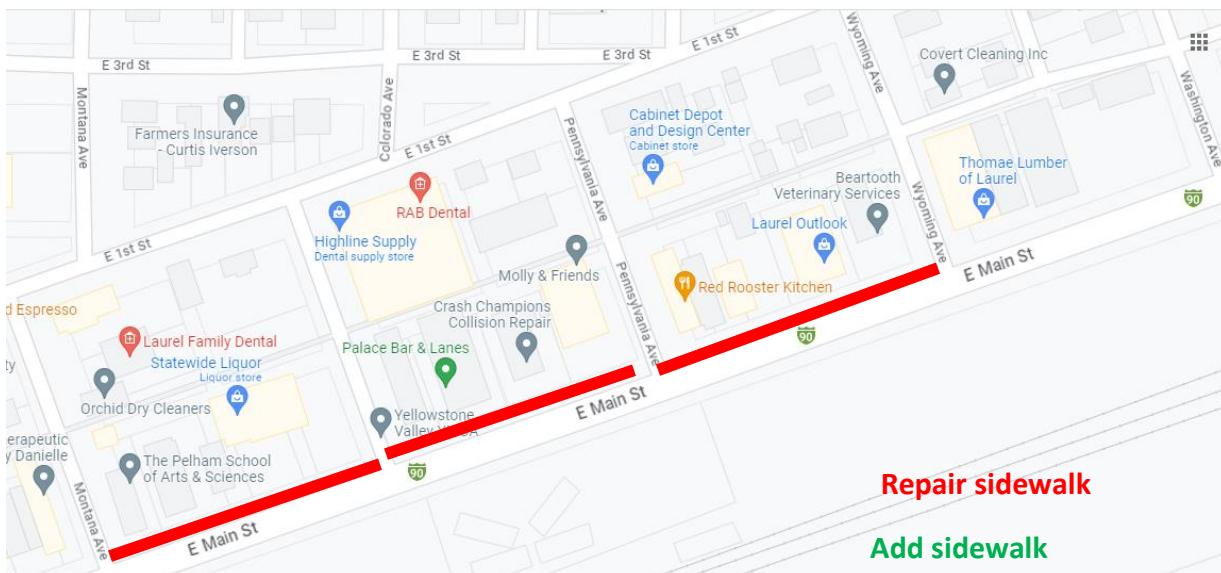
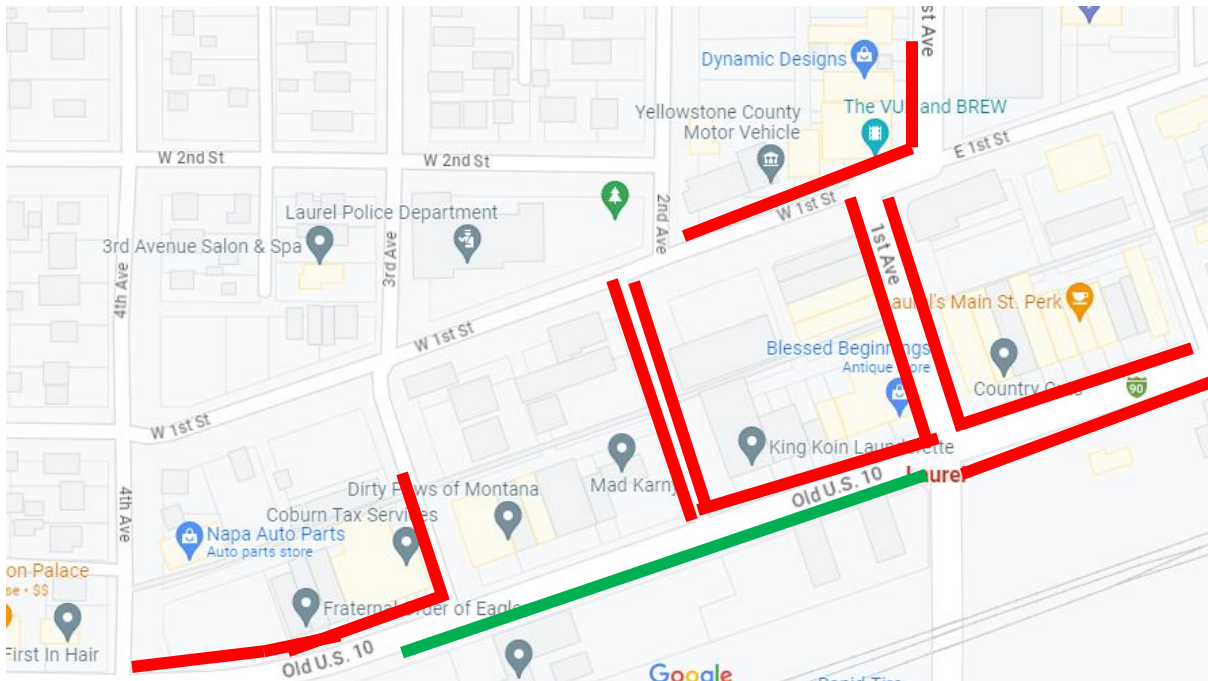


Downtown Sidewalks

Sidewalks in the downtown business area in bad shape and are not only an eye sore but a tripping hazard as well. We would like to replace/ update the sidewalks, curb and gutters in the areas of need in downtown. This will help clean up the look of the downtown area and make it safer for the community to walk downtown. Attached are images of the some of the damaged/cracked sidewalks around this area. There are also some areas missing sidewalks that we think would be an adding benefit if we install them.

We would like to replace/ update the sidewalks, curb and gutters in the areas of need downtown.

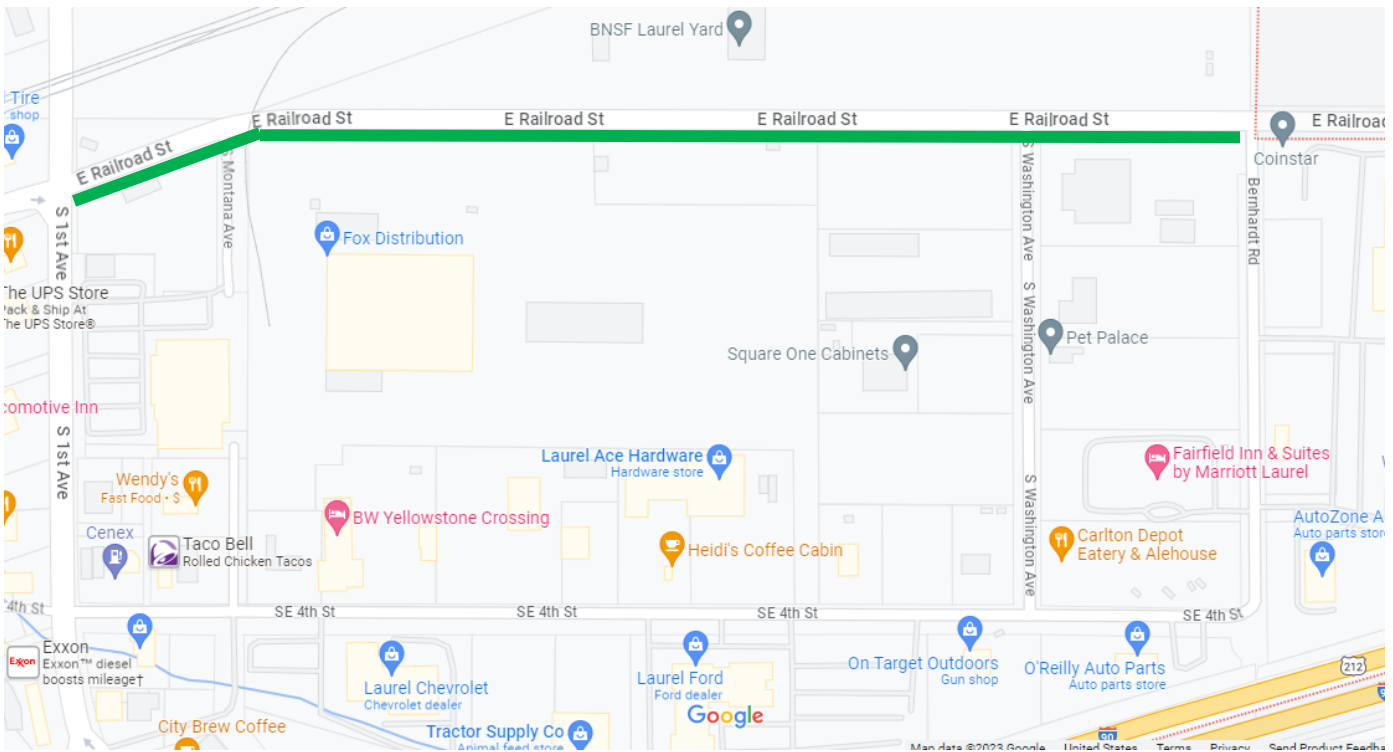
- Replace/update sidewalks, curbs and gutters – see attached maps
- New sidewalk - West Main Street- railroad side (1st Ave to 3rd Ave)



Sidewalk East Railroad/ Bernhardt

East Railroad to Bernhardt has become a heavily foot traffic path with community members walking to the businesses. They currently walk on the side of the road which creates a hazard for them and for the drivers.

We propose adding a paved path for the pedestrians to walk safely on East Railroad. We also thinking continue the same street lighting on this street would be an additional safety precaution. Attached is the area we are proposing adding a paved path for pedestrians and street lighting.



East Main- Chamber



East Main- Outlook



East Main ST- Beartooth Vet



1st St - Vue & Brew



2nd Ave - Creamery



East Main St and 4th Ave- FOE & NAPA



East Main St - Palace



1st Ave



Downtown Tree maintenance

We have trees in the downtown area that need some maintenance to help them continue to grow properly. Their roots have cracked the sidewalks and we would propose grating around the trees to prevent this. Please see attached tree report from Larned Tree Service on his recommendations.



Larned Tree Service

Enhancing Urban Greenery with Tree Grates: A Sustainable Solution

Introduction: The Downtown trees are mature maintenance free trees that never need to be watered (they should be watered though) and will be replaced with small trees that need lots of maintenance, lots of watering and pruning for the next 25 years. If the trees there now have not been taken care of why would the new trees be taken care of? The answer is they won't be taken care of.

Look how bad main street trees look after the city cut down about 10 other beautiful mature honey locust trees and replaced them with small fragile that have been an eyesore downtown for over 10 years now. The new trees they put in have failed especially on the bowling alley side clear down past the Laurel Outlook. The new trees in front of Thomae Lumber are more Canadian Red trees that are again high maintenance low hanging bushy trees. Not what you want on main street sidewalks etc. Again the mature honey locust trees we have now are done growing fast, have taken root and never need to be watered. They never get pruned or anything they are low maintenance trees. Do not replace them with small high maintenance trees that will not do well. Here is more information about installing tree grates instead.

Trees play a vital role in urban environments by providing numerous benefits, including air quality, reduced heat island effect, and enhanced aesthetics.

Rather than cutting down trees, we propose the installation of tree grates as a sustainable alternative to protect and preserve urban trees while ensuring the safety and accessibility to pedestrians.

Benefits of Trees Grates: and ADA Compliance and Pedestrian Safety:

Tree grates are designed to be ADA complaint, allowing canes, crutches, and wheelchairs to move safely over them.

Smaller grate openings (1/4 to 3/8 inches) in high traffic areas ensure pedestrian safety and prevent litter accumulation.

Protection for Tripping Hazards:

Modern tree grates prevent overgrown tree roots from becoming tripping hazards in urban environments. Durable cast iron construction ensures both toughness and aesthetic appeal.

Preservation of Healthy Root Development:

Tree grates guard the soil and root systems, preventing soil compaction caused by pedestrian and vehicle traffic.

Grate slots allow sunlight, water, and air to reach the tree roots, promoting healthy growth.

Moisture Retention:

Tree grates help retain moisture in the soil, ensuring adequate hydration for tree roots.

Visual Appeal:

Tree grates come in various designs, complementing the aesthetics of urban landscapes.

Grate holes prevent litter and debris accumulation, promoting cleaner surroundings.

Enhanced Safety:

Tree grates contain root systems, eliminating tripping hazards and providing space for other structures like sidewalks, playgrounds and seating areas.

Options for Tree Guards:

Tree grates can be paired with tree guards to protect the wildlife and environmental damage

Choosing the Right Tree Grates and Material:

Consider weather resistant materials such as steel, cast iron, or recycled plastic. Coatings like powder coating or Plastisol add durability and aesthetic appeal.

Appearance:

Tree grates come in various colors, shapes and designs to match urban surroundings. Square and round options are available, with no functional difference. Or maybe a local business could be interested in making some.

Size:

Measure the tree's diameter and choose a grate with extra space around the trunk. Common sizes range from 36 to 72 inches, with some grates being adjustable or available in two sections for easy installation and removal.

Conclusion:

Installing tree grates is a sustainable and practical solution to protect urban trees, ensuring their longevity and benefits for the community.

These grates offer ADA compliance, safety, aesthetics, and preservation of healthy root systems, making them a valuable addition to any city's green infrastructure.

Instead of cutting down trees, let's invest in their protection through tree grates, enhancing our urban environments for generations to come.

File Attachments for Item:

2. Resolution - A Resolution Of The City Council Approving A Contract With Collection Bureau Services, Inc. For The Collection Of Laurel City Court Receivables.

RESOLUTION NO. R24-_____

**A RESOLUTION OF THE CITY COUNCIL APPROVING A CONTRACT WITH
COLLECTION BUREAU SERVICES, INC. FOR THE COLLECTION OF LAUREL
CITY COURT RECEIVABLES.**

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

Section 1: Approval. The Contract with Collection Bureau Services, Inc., for the collection of Laurel City Court receivables (hereinafter “Collection Contract”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Collection Contract on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of February, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of February, 2024.

APPROVED by the Mayor the _____ day of February, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

CONTRACT FOR COLLECTION SERVICES

Whereas LAUREL CITY COURT hereafter named as "Client," desires to engage a private collection agency for recovery of its delinquent accounts, and; Whereas Collection Bureau Services, Inc. (CBS) desires to provide these services; CBS will be the exclusive third-party collection agency used by Client for all new bad debt accounts referred to outside collection by Client after the Effective Date, as stated below.

Assignment

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client does hereby assign, transfer, and set over to CBS all debts currently in CBS' possession, hereby reaffirming all past assignments, transfers, and set overs, as well as all debts referred to CBS in the future, including, but not limited to, service fees, damages, costs, or any other fees or amounts allowed by law or agreement with the debtor, authorizing and granting CBS full right and power to collect, bring legal action, and discharge said indebtedness or claim in its own name and to do whatever it deems necessary to collect said amount. The undersigned covenants and represents that said amounts are justly due as of the received date and will provide verification upon request. Although payment may be received by Client from the government, an insurance carrier, the debtor or any other source, this does not revoke or in any manner affect the assignment or CBS's right to the funds.

Documentation

CBS may require certain documentation on accounts assigned for collection. Client agrees to furnish CBS with said documents, within 7 business days of CBS' written request.

Notice of Bankruptcy

Client agrees it shall inform CBS anytime it has reason to believe a consumer has filed for bankruptcy protection after Client has listed that consumer's account for collection with CBS.

Fee Schedule

The CLIENT will accept the following fee schedule as provided by CBS:

Accounts collected in the State of Montana

CBS will retain 20% of monies collected on those cases where judgment was entered prior to October 1, 2003. CBS will add 25% of the principal amount of the balances on those cases where judgment was entered on or after October 1, 2003. This 25% is to be CBS's fee in accordance with MCA 46-17-303; MCA 46-19-102. CBS will retain any allowed costs above the amount of the original judgment. The CLIENT will be responsible for filing satisfaction of these judgments.

Accounts collected outside the State of Montana

1. CBS will retain 50% of monies collected.
2. CBS will retain any allowed costs above the amount of the original judgment.

3. The CLIENT will be responsible for filing satisfaction of these judgments.

CBS will remit payment monthly to CLIENT.

Indemnity

Client hereby agrees to indemnify, defend and hold CBS harmless from and against any and all liability, expense (including court costs and attorney fees) and claims for damage of any nature whatsoever, whether known or unknown, which CBS may incur, suffer, become liable for, or which may be asserted or claimed against CBS as a result of the acts, errors, omissions or negligence of Client, whether such acts occur prior to listing of accounts, or afterwards.

CBS hereby agrees to indemnify, defend and hold Client harmless from and against any and all liability, expense (including court costs and attorney fees) and claims for damage of any nature whatsoever, whether known or unknown, which Client may incur, suffer, become liable for, or which may be asserted or claimed against Client as a result of the acts, errors, omissions or negligence of CBS, once the account has been listed.

Online Management System

Each employee authorized to access CBS' Online Management System (OMS) will be issued a username and password. Client must notify CBS immediately upon the employee's termination or loss of authorization to access the OMS.

Effective Date

This Agreement shall be effective for a period of twenty-four months beginning _____, 2024 and ending _____, 2026.

Agreement Renewal

This agreement will automatically renew for a like term upon expiration unless terminated in writing. Each new term becomes a new twenty-four month contract with identical terms.

Termination

This agreement may be terminated only by written notice, provided to CBS or Client no less than 90 days before the ending date. Such notice must be delivered to the parties at the addresses given below. For purposes of this section the postmark date will control.

Collection Bureau Services, Inc.
PO Box 7339
Missoula MT 59807-7339

LAUREL CITY COURT
115 WEST 1ST STREET
LAUREL, MT 59044

Confidentiality of Information

CBS and Client each agree and acknowledge that certain non-public personal information (NPI) may be revealed in the course of business interactions between the parties. It is understood and agreed that

neither party may use the NPI in any manner inconsistent with this contract. CBS and Client covenant and agree that they will implement security measures which safeguard the NPI.

Dispute Resolution

The parties acknowledge and agree that this Agreement shall be governed and construed in accordance with the laws of the State of Montana as to all matters including validity, construction, effect, performance and remedies. For purpose of any lawsuit, action, or proceeding arising out of or relating to this Agreement, the parties hereto agree that the proper place of venue shall be the State of Montana, county of Missoula.

Non-Waiver of Rights and Obligations

Failure on the part of either party to exercise any rights or privileges granted to it, or to insist upon the full performance of all obligations assumed by the other shall not be construed as waiving any such rights, privileges, obligations or duties, or as creating any customs contrary thereto. Any waiver of any such rights, privileges, obligations or duties must be in writing and such written waiver shall not operate beyond its terms.

Non-assignable

Neither party to this Agreement shall assign this Agreement or its rights or duties hereunder, nor any interest therein, without the prior written consent of the other party, except that CBS may forward accounts to agencies outside of the state of Montana when it determines it to be in the best interest of both Client and CBS.

Entire Agreement

This agreement constitutes the entire agreement between the parties with regard to this subject matter, and no other agreement, statement, promise, or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties.

Signature

Dated this ____ day of _____, 2024.

LAUREL CITY COURT

COLLECTION BUREAU SERVICES, INC.

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

File Attachments for Item:

3. Resolution - A Resolution Of The City Council Approving A Contract With Morrison-Maierle, Inc. For A Water And Wastewater Consultation.

RESOLUTION NO. R24-_____

A RESOLUTION OF THE CITY COUNCIL APPROVING A CONTRACT WITH MORRISON-MAIERLE, INC. FOR A WATER AND WASTEWATER CONSULTATION.

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

Section 1: Approval. The Contract with Morrison-Maierle, Inc., for a Water and Wastewater System Consultation (hereinafter “Water Study Contract”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Water Study Contract on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of February, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of February, 2024.

APPROVED by the Mayor the _____ day of February, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



STANDARD AGREEMENT BETWEEN CLIENT AND MORRISON-MAIERLE, INC.

Project Number 0703.013

Project Name On Call Water and Wastewater System Consultation

This is an Agreement made as of January 16, 2024 between MORRISON-MAIERLE, INC. (CONSULTANT) and the City of Laurel, (CLIENT).

The Client intends to request water and wastewater system consultation (brief description of the project).

CONSULTANT'S RESPONSIBILITIES

The Scope of Services shall consist of the following which shall be referred to as the Project: Provide engineering services on an as-requested basis for the City of Laurel Water and Wastewater Systems.

Engineer shall provide services as requested or confirmed by the City of Laurel in writing.

The Project Schedule is described as: to be determined based on specific services requested.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree to the performance of professional services by CONSULTANT and the payment for those services by CLIENT as set forth below:

METHOD OF PAYMENT

If unforeseen conditions are discovered during the Project, the CLIENT agrees that the desired work may be completed at an additional cost. This cost will be communicated with the CLIENT at the earliest convenience with details on the additional expense.

Payment is due upon receipt of CONSULTANT's statement(s). CLIENT agrees to pay interest at the maximum legal rate allowed by law for payments not received within 30 days after receipt of the statement. We reserve the right to withhold final documents until payment is made.

Method 1 - HOURLY RATE - Hourly rates as specified in the Special Provisions or attachments hereto, plus an amount equal to CONSULTANT's actual reimbursable expenses related to the project times a factor of 1.1. The total compensation for services identified herein is not to exceed \$50,000.

Method 2 - LUMP SUM - A lump sum fee of \$

Method 3 - RETAINER - Deposit with MMI a retainer fee in the amount of _____ Dollars. It is understood that all invoices or charges will be charged against said retainer. If effort consumes the retainer and additional services are required, then the Owner shall replenish the retainer in the agreed upon amount within 5 business days. Failure to replenish retainer will be sufficient cause to immediately stop work and withhold delivery of the work product.

Method 4 - SPECIFY -

SPECIAL PROVISIONS AND ATTACHMENTS

The following Special Provisions and Attachments are integrated into and form a part of this Agreement.

- Scope of Services
- Schedule
- Budget Worksheet
- Hourly Rate Schedule
- Engineer's Fee Estimate
- Other Additional Information:

GENERAL PROVISIONS OF STANDARD AGREEMENT

The following General Provisions of Standard Agreement are integrated into and form a part of this Agreement.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 CONSULTANT shall perform the services as set forth in the Scope of Services as described on page one of this Agreement, or as further described in Attachments hereto.

1.2 Execution of this Agreement by the CLIENT constitutes written authorization for the CONSULTANT to proceed.

1.3 CONSULTANT shall serve as the CLIENT'S prime professional consultant representative for the Project and perform services as set forth in the Agreement.

1.4 CONSULTANT shall advise CLIENT as to the necessity of the CLIENT providing or obtaining data from others or services required for the Project which are not part of the CONSULTANT'S Scope of Services. The CONSULTANT shall not be responsible for any damages or consequences resulting from the CLIENT'S failure to provide or obtain the data or services identified. If CONSULTANT recommends any services that the CLIENT declines to authorize, the CLIENT hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless CONSULTANT, its officers, directors, employees and subconsultants from any damages, liabilities or costs arising out of or in any way connected with CONSULTANT not providing these services.

1.5 If the project requires the CONSULTANT'S services during the construction phase of the project, the scope of services shall be as set forth on page one or as described on attachments hereto. CONSULTANT will determine, in general, if the work is proceeding in a fashion such that, once complete, the work will substantially conform to the design intent of the Contract Documents. CONSULTANT will not perform exhaustive or detailed review of the Contractor's work. If the CONSULTANT is retained as the commissioning authority, then the Consultant will perform the review of the Contractor's work expressly written in the commissioning authority's scope of services. CONSULTANT shall not be responsible for Contractor's construction means, methods, sequence, safety program, techniques or procedures necessary for performing the work.

CONSULTANT shall not be responsible for the acts or omissions of any Contractor or Subcontractor or any other persons at the site or otherwise performing any of the Contractor's work. However, nothing contained herein shall be construed to release CONSULTANT from its responsibilities to properly perform duties undertaken by the Consultant as set forth in this Agreement.

1.6 In providing services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality on the same or similar projects ("Standard of Care"). If the CONSULTANT'S scope of services includes design, CONSULTANT will perform the design services in compliance with existing codes and regulations in place and applicable at the time the design is prepared. CLIENT understands that the CONSULTANT cannot anticipate changes in applicable statutes, codes, or regulations, or the project site or environmental conditions. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services. The CONSULTANT will be notified in writing of any alleged errors or omissions. Upon receipt of this notice, CONSULTANT will review the alleged error or omission. If CONSULTANT agrees its services have not met this standard, CONSULTANT will assist in determining corrective action.

1.7 The CLIENT, without invalidating this Agreement, may request a change in the scope of services and CONSULTANT shall issue to CLIENT a proposal setting forth an adjustment to the scope of services, budget, and schedule for the additional services provided by CONSULTANT. Any modification to this Agreement must be in the form of a written Amendment and executed by both CONSULTANT and CLIENT. If the CLIENT elects to reduce CONSULTANT'S scope of services, the CLIENT shall release, hold harmless, defend and indemnify CONSULTANT from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

1.8. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of

risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with Article 4.9.

1.9 If CONSULTANT'S scope of services includes review of submittals or other similar items, CONSULTANT shall review and accept or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT'S judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

1.10 The Americans with Disabilities Act, the Fair Housing Amendments Act, and related federal and state "accessibility" laws and regulations (collectively "Acts") are not detailed building codes. The requirements of the Acts are general in nature and open to differing interpretations. The CONSULTANT will provide services in a manner consistent with the intent of the Acts and shall comply with the Standard of Care in responding to the requirements of the Acts, but does not warrant or guarantee that the project will satisfy all possible interpretations or applications of the Acts.

SECTION 2 - CLIENT'S RESPONSIBILITIES

2.1 CLIENT shall provide all previous documents relating to the Project, all criteria and full information as to CLIENT'S requirements for the Project and shall designate a person with the authority to act on CLIENT'S behalf on all aspects of the Project. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work or any error or omission in the services provided by CONSULTANT.

2.2 CLIENT shall also be responsible for the following and pay all costs incident thereto:

1. Provide such legal, accounting and other counseling services as may be required for the project.
2. Obtain and pay all costs incidental to obtaining permits from governmental authorities having jurisdiction over the Project.
3. Obtain and furnish approvals from governmental authorities having jurisdiction over the Project.
4. Pay all costs incident to obtaining bids or proposals from Contractor(s).
5. Pay all permit, review and filing fees required by governmental agencies.
6. In the event that the regulations pertinent to this contract are modified by any governing entity that result in changes to the scope of services, CONSULTANT reserves the right to renegotiate the fee of this agreement.

2.3 The CLIENT and CONSULTANT acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design, permitting and construction phases of the Project. As a result, unforeseen changes may cause the final costs of the Project to exceed the initial Project cost estimates for construction, commissioning, engineering, permitting, planning, and surveying. The CLIENT agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project Costs. The CLIENT also understands and acknowledges that although the CONSULTANT'S design documents shall be prepared within the Standard of Care, the Contractor may require additional information from the CONSULTANT to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Project Costs, Construction Costs, or Operational Costs, and that these costs may increase even if the CONSULTANT has complied with the Standard of Care.

2.4 CLIENT agrees to provide to CONSULTANT all available information necessary to perform CONSULTANT'S services under this Agreement. The CLIENT shall furnish, at CLIENT'S expense, all information, requirements, reports, data, surveys, and instructions required. CONSULTANT is entitled to rely on the accuracy and completeness of all such

information provided.

2.5 CLIENT shall furnish right-of-way entry onto the project site for CONSULTANT to perform necessary field measurements, studies or other activities as required to provide the CONSULTANT'S services.

SECTION 3 - PAYMENT TO CONSULTANT

The method for payment of services is specified on page one of this Agreement.

3.1 Method 1. The CONSULTANT will submit monthly statements requesting payment which shall be based on the amount of services provided and expenses incurred by CONSULTANT during the billing period. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.2 Method 2. The CONSULTANT will submit monthly statements requesting payment which shall be based on the percent complete. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.3 Method 3. Full payment of the Retainer is required prior to the start of work. If replenish of Retainer is required full payment of the agreed upon amount is required within 5 business days for continuation of the work.

3.4 Method 4. Specify any unique terms here

3.5 Terms for All Methods:

Reimbursable expenses mean the actual expenses incurred by CONSULTANT or CONSULTANT'S associates or consultants in connection with the Project such as expenses for: transportation, subsistence (including items subject to deduction limitations), telephone calls, postage, and reproduction of documents, computer charges, equipment charges and similar project-related items.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT shall include an additional charge at the maximum legal rate allowed by law plus reasonable attorney fees, court costs and actual expenses incurred in connection with collection of any past due amount.

CONSULTANT may suspend performance of services upon ten (10) calendar days' notice to the CLIENT for failure of payments when due or any other breach of this Agreement. CONSULTANT shall not have any liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. If CONSULTANT resumes services after payment by CLIENT, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for CONSULTANT to resume performance. If an invoice remains unpaid for more than 90 days, CONSULTANT shall have the right, but not the obligation, to initiate collection procedures. If the CLIENT fails to make payment when due and CONSULTANT incurs any costs in order to collect sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to CONSULTANT. This obligation of CLIENT to pay CONSULTANT'S collection costs shall survive the term of this Agreement or any termination by either party.

If the CLIENT fails to make payment to CONSULTANT in accordance with this Agreement, this failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by CONSULTANT

SECTION 4 – OTHER TERMS AND CONDITIONS

4.1 All documents including reports, drawings, specifications and other deliverables, whether in printed or electronic media format, prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service of CONSULTANT and CONSULTANT shall be deemed the owner and author of such instruments of service. CONSULTANT shall retain all common law, statutory law and other rights, including, without limitation, all copyrights, in the instruments of service whether or not the Project is completed and regardless of whether the information is provided in paper or electronic format. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

The CLIENT shall not reuse or make any modification to the documents, drawings, data, or electronic files without the prior written consent of CONSULTANT. In the event the CLIENT, or the CLIENT's Contractors, subcontractors, or anyone else for whom the CLIENT is legally responsible, makes any changes to the information provided by CONSULTANT without CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes and agrees to waive any claim against CONSULTANT and release CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold CONSULTANT harmless from any claim, cause of action, damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than CONSULTANT or from any reuse of the drawings, data and electronic files without the prior written consent of CONSULTANT.

The CLIENT is aware that differences may exist between the electronic files delivered and any printed hard-copy documents. In the event of a conflict between any signed hard-copy documents by CONSULTANT and electronic files, the signed or sealed hard-copy documents shall govern. CONSULTANT makes no representation as to the compatibility of electronic files with any hardware, software, or system used by the CLIENT or any other party. The CLIENT assumes all risk and cost associated with the use of these files on the CLIENT'S system. Client assumes sole and exclusive responsibility for determining if any conflict exists. Nothing in the electronic files alters the requirements of the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate the recipient's work with that of other contractors or subcontractors for the various projects

Delivery of the electronic files shall not be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

4.2 Because CONSULTANT has no control over the cost of or availability of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable costs including Project costs, construction costs ("Construction Costs"), or fuel, energy, or power costs ("Energy Costs") are made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S judgment as an experienced and qualified professional CONSULTANT familiar with the construction industry. CONSULTANT cannot and does not warrant or guarantee that proposals, bids or actual costs including Project Costs, Construction Costs or Energy Costs will not vary from opinions of probable cost prepared by CONSULTANT.

4.3 In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT, and anyone claiming by or through the CLIENT, for any and all claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes (including attorneys' fees and costs and expert witness fees and costs), including those resulting from negligence, breach of contract, breach of statutory duty or otherwise (collectively "Claims") so that their total aggregate liability for and in connection with the entire Project, regardless of how limited in scope the services under this Agreement may be, shall not exceed an amount equal to the CONSULTANT'S total compensation under this Agreement or the total amount of \$50,000.00, whichever is greater. The CLIENT further agrees that the officers, principals, directors and employees of the CONSULTANT and its agents will not be individually liable in respect of any Claims, holds such individuals harmless from all Claims and covenants not to bring any Claims against such individuals. Claims by, through or under the CLIENT shall specifically include any claims by purchasers of the Project (both first purchasers and subsequent purchasers), subsequent purchasers of the entire Project (during or after completion), lenders of the CLIENT and their assignees, any assignee of the CLIENT, and any invitee of the CLIENT. The parties agree that specific consideration has been given by the CONSULTANT for this limitation and that it is deemed adequate. The CLIENT acknowledges that it could obtain a higher liability limit from the CONSULTANT in return for increasing the CONSULTANT'S fee, but has elected not to do so.

4.4 Changed or Unforeseen Conditions. The CLIENT recognizes that in the course of completing the services under this Agreement, the CONSULTANT may encounter changed or unforeseen conditions which are beyond the control of the CONSULTANT and thus creating potential for claims and additional costs to the CONSULTANT which are not covered in fees charged and/or earned for services provided. Should any such changed or unforeseen condition occur during the performance of this contract, the CLIENT hereby waives any claim against the CONSULTANT and agrees to defend, indemnify and hold the CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from the

CONSULTANT'S encountering of changed or unforeseen conditions other than claims or liability arising from the sole negligence or willful misconduct of the CONSULTANT. The CLIENT agrees to compensate the CONSULTANT for any time spent and expenses incurred by the CONSULTANT in defense of any such claim involving changed or unforeseen conditions with such compensation based upon the CONSULTANT'S prevailing fee schedule and expense reimbursement policy.

4.5 In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, the CLIENT and CONSULTANT agree that they shall first attempt to resolve the dispute through direct discussion by principals or representatives with full authority to reach a compromise. If the dispute is not resolved through direct discussion, the parties will then submit the matter to mediation by a mutually agreed upon mediator. The mediation shall be held in the city where the project is located, unless the parties mutually agree to hold the mediation in another location. CLIENT and CONSULTANT further agree to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The Mediator's fee shall be shared equally by the parties. If the dispute is not resolved by mediation, the matter may then be considered by other methods of dispute resolution.

4.6 If CONSULTANT has reason to believe that the total cost of services to the CLIENT for work under this Agreement shall exceed the budgeted amount, CONSULTANT shall inform CLIENT in writing of such and submit a revised estimated project cost for approval. CLIENT shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the estimated cost set forth in this Agreement and CONSULTANT shall not be obligated to continue performance under the Agreement or to incur costs in excess of the estimated cost set forth in this Agreement unless and until CLIENT has notified CONSULTANT in writing that the amount has been amended and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of services under this Agreement.

4.7 Any litigation or other dispute arising out of or relating to this Agreement shall be governed by the law of the state in which the project is located regardless of conflict of law principles or any other choice of law provision. Unless otherwise precluded by the law of the state in which the project is located, venue and jurisdiction for any dispute shall either be in the state in which the project is located or, at Morrison-Maierle, Inc.'s sole option and discretion, may be in the First Judicial District Court, Lewis and Clark County, Montana.

4.8 The CONSULTANT shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot ascertain.

4.9 Either party may terminate this Agreement for cause upon 10 calendar days' written notice for the following reasons:

1. Substantial failure by either party to perform in accordance with this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the project or CONSULTANT'S services for more than 60 calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the project, or the failure of the parties to reach an agreement on compensation and/or schedule adjustments necessitated by such changes.

In the event of a termination not the fault of CONSULTANT, the CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable expenses incurred, all expenses incurred by CONSULTANT in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

4.10 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT. There are no intended third-party beneficiaries of this Agreement.

4.11 In accordance with the terms of this contract, the CONSULTANT will provide labor and materials for the improvement of the CLIENT's property or property for which the CLIENT acts as agent. The terms of this contract also provide for specific

payment terms to the CONSULTANT for services rendered. Should the CLIENT not comply with these payment terms, the CLIENT's property or the agent-represented property may be subject to a lien against said property for all services and materials furnished for the project. The right to claim a lien is in compliance with the lien laws of the State under jurisdiction.

4.12 CONSULTANT and CLIENT agree that, without prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after this Agreement is terminated.

4.13 If CONSULTANT mistakenly leaves out of the Construction Documents any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

4.14 CONSULTANT and CLIENT do not intend for this Agreement to benefit any third-party. No third-party may claim to be a third-party beneficiary of this Agreement.

4.15 During the term of this Agreement and following its expiration or termination for any reason, neither the CLIENT nor the CONSULTANT shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein without the prior written consent of the other party. However, CONSULTANT may, where CONSULTANT deems necessary, hire subconsultants to provide services covered by this Agreement.

4.16 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT at the construction/project site, shall relieve the general Contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the contract documents and to comply with any health or safety precautions required by any regulatory agencies. CONSULTANT does not have authority to control any Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the Contractor and subcontractors are solely responsible for job site safety. Accordingly, the CLIENT shall require the Contractor and all subcontractors to indemnify, and hold harmless the CONSULTANT from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by the sole negligence of the CONSULTANT.

4.17 CONSULTANT shall assist the CLIENT in applying for permits and approvals where required by law. In cases where the scope of services requires CONSULTANT to submit, on behalf of the CLIENT, a permit application and/or approval by a third party to this contract, CONSULTANT does not make any warranties, guarantees, or representations as to the success of CONSULTANT'S effort on behalf of the CLIENT. Payment for services rendered by CONSULTANT is not contingent upon the successful acquisition of these permits.

4.18 Notwithstanding any other provision in this Agreement, neither the CLIENT nor CONSULTANT, their respective officers, directors, shareholders, partners, employees, agents, members, subconsultants, or employees shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or in any way connected to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action.

4.19 This Agreement is the entire agreement between CONSULTANT and CLIENT. It supersedes all prior communications, understandings, and agreements, whether oral or written. Any Amendment or modification to this Agreement must be written and executed by both CONSULTANT and CLIENT.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CLIENT:

City of Laurel _____

Signed: _____

By: _____

Title: _____

Contact Information and Address for giving notices:

Email: _____

Phone: _____

Address for Invoices (if different)

CONSULTANT:

Morrison-Maierle, Inc. _____

Signed: Jill A. Cook _____

By: Jill Cook, PE _____

Title: Vice President _____

Contact Information and Address for giving notices:

Morrison-Maierle, c/o Kurtis DeShaw, PE _____

315 N. 25th St., Ste 102 _____

Billings, MT 59101 _____

Email: kdeshaw@m-m.net _____

Phone: 406-237-1251 _____

Project Number: 0703.012 _____

Project Name: On Call Water and Wastewater System Consultation

Version 12/2/2021

Standard Billing Rate Schedule

Effective Thru

June 30, 2024

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer V	\$287.00	\$287.00
	Supervising Engineer IV	\$280.00	\$280.00
	Supervising Engineer III	\$257.00	\$257.00
	Supervising Engineer II	\$246.00	\$246.00
	Supervising Engineer I	\$233.00	\$233.00
	Senior Engineer II	\$216.00	\$216.00
	Senior Engineer I	\$197.00	\$197.00
	Design Engineer II	\$186.00	\$186.00
	Design Engineer I	\$172.00	\$172.00
	Engineer Intern II	\$142.00	\$142.00
	Engineer Intern I	\$125.00	\$125.00
Planner	Supervising Senior Planner	\$225.00	\$225.00
	Senior Planner	\$195.00	\$195.00
	Planner III	\$151.00	\$151.00
	Planner II	\$138.00	\$138.00
	Planner I	\$121.00	\$121.00
Scientist	Supervising Environmental Scientist	\$234.00	\$234.00
	Environmental Scientist III	\$186.00	\$186.00
	Environmental Scientist II	\$142.00	\$142.00
	Environmental Scientist I	\$121.00	\$121.00
	Environmental Technician	\$106.00	\$106.00
	Supervising Geologist	\$265.00	\$265.00
	Senior Geologist	\$222.00	\$222.00
	Geologist III	\$202.00	\$202.00
	Geologist II	\$164.00	\$164.00
	Geologist I	\$140.00	\$140.00
Designer and Technician	Senior Communications Designer	\$239.00	\$239.00
	Communications Designer	\$125.00	\$125.00
	CAD Designer III	\$164.00	\$164.00
	CAD Designer II	\$143.00	\$143.00
	CAD Designer I	\$133.00	\$199.50
	CAD Tech III	\$130.00	\$195.00
	CAD Tech II	\$111.00	\$166.50
	CAD Tech I	\$98.00	\$147.00
	Senior Engineering Designer	\$183.00	\$183.00
	Engineering Designer	\$125.00	\$125.00
Resident Project Representative	Senior Resident Project Representative	\$185.00	\$185.00
	Resident Project Representative IV	\$175.00	\$175.00
	Resident Project Representative III	\$166.00	\$166.00
	Resident Project Representative II	\$140.00	\$210.00
	Resident Project Representative I	\$126.00	\$189.00
Administrative	Administrative Manager	\$126.00	\$126.00
	Administrative Coordinator III	\$116.00	\$116.00
	Administrative Coordinator II	\$110.00	\$165.00
	Administrative Coordinator I	\$90.00	\$135.00
	Project Coordinator III	\$113.00	\$113.00
	Project Coordinator II	\$102.00	\$153.00
	Project Coordinator I	\$92.00	\$138.00
	Technical Intern	\$85.00	\$127.50
	Senior Communication Specialist	\$134.00	\$134.00
	Graphic Designer	\$106.00	\$106.00
Health & Safety Administrator	\$140.00	\$140.00	
Survey	Senior Survey Manager	\$226.00	\$226.00
	Survey Manager	\$176.00	\$176.00
	Land Surveyor IV	\$170.00	\$170.00
	Land Surveyor III	\$164.00	\$164.00
	Land Surveyor II	\$148.00	\$148.00
	Land Surveyor I	\$134.00	\$134.00
	Remote Sensing Specialist II	\$149.00	\$149.00
	Remote Sensing Specialist I	\$139.00	\$139.00
	Survey Technician IV	\$129.00	\$129.00
	Survey Technician III	\$114.00	\$171.00
	Survey Technician II	\$98.00	\$147.00
Survey Technician I	\$84.00	\$126.00	

Expert Witness

Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.

EQUIPMENT RATES

Company Vehicle: highway miles - Pickups	\$1.060/mile
highway miles – Medium SUV	\$.798/mile
highway miles - Small SUV	\$.671/mile
highway miles - Sedan	\$.737/mile
on-site mileage	\$.737/mile plus \$5.00/hour
Private Vehicle	\$.670/mile
ATV	\$50.00/day
UTV	\$100.00/day
Survey-Grade GNSS (1 Receiver)	\$120.00/day
Survey-Grade GNSS (2 Receivers)	\$30.00/hour, \$240.00/day
Resource-Grade (GIS) GNSS Receivers	\$65.00/day
Hovermap LiDAR Scanner	\$50.00/hour, \$400.00/day
Robotic Total Station	\$30.00/hour, \$240.00/day
Total Station	\$80.00/day
Trimble SX10 Scanning Total Station	\$40.00/hour, \$300.00/day
Trimble SX12 Scanning Total Station	\$40.00/hour, \$300.00/day
FARO Focus 3D Laser Scanner	\$50.00/hour, \$400.00/day
Hydrolite – TM Echosounder Kit	\$100.00/day
Raft-Hydro-Bathy Surveys	\$100.00/day
sUAS Survey Drone	\$50.00/hour, \$400.00/day
Nuclear Density Meter	\$15.00/hour, \$50.00/day, \$200.00/week
Airflow Balancing Hood	\$75.00/day
Core Drill	\$10.00/hole
Digital Level	\$50.00/day
Hammer Drill	\$30.00/day

HYDROLOGICAL EQUIPMENT

Conductivity Meter	\$15.00/day
Disposable Bailers	\$10.00/each
Dissolved Oxygen Meter	\$20.00/day
PH Meter	\$15.00/day
PH/Temp/Conductivity Meter	\$25.00/day
Water Sample Fee	\$10.00/each
In Situ Level Troll 700	\$63.00/day, \$250.00/week
AquaCalc Pro	\$60.00/day, \$120.00/week
Marsh McBirney 2000 Flowmeter	\$60.00/day, \$120.00/week
Global Water FP 111 Flowmeter	\$25.00/day, \$75.00/week
Submersible Pump (Redi Flo 2)	\$155.00/day
Water Level Meter, 300 Ft.	\$25.00/day, \$50.00/week
Water Level Meter, 500 Ft.	\$35.00/day, \$75.00/week
Oil/Water Interface Well Probe	\$40.00/day, \$120.00/week
Hach Flo-Dar (logger & sensor)	\$400.00/week, \$1,000.00/month
Rain Gauge Sensor	\$15.00/week, \$60.00/month

PRINTING EXPENSES

Black & White Copies	\$.10/8.5X11, \$.13/8.5x14, \$.20/11x17
Color Copies	\$.20/8.5X11, \$.20/8.5x14, \$.40/11x17
Binding	\$.25/each
Lamination	\$1.00/each
Oversize Print Black & White	\$5.00/each
Oversize Print Color	\$6.00/each
Print & Basic Mount	\$12.00/each
Print & Machine Mount	\$20.00/each
Print, Machine & Laminate White Board	\$32.00/each

MISCELLANEOUS EXPENSE

Lodging	Current Rates
Meals	\$54.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

File Attachments for Item:

4. Resolution - Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Understanding For Operation And Cost Sharing For Public Transportation Services With The Adult Resource Alliance Of Yellowstone County.

RESOLUTION NO. R24-_____

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN
A MEMORANDUM OF UNDERSTANDING FOR OPERATION AND COST
SHARING FOR PUBLIC TRANSPORTATION SERVICES WITH THE ADULT
RESOURCE ALLIANCE OF YELLOWSTONE COUNTY.**

WHEREAS, this Memorandum of Understanding (“Agreement”) is entered into between Yellowstone County (“County”), the City of Billings (“Billings”) and the City of Laurel (“Laurel”) (collectively “the Parties”) for purposes of creating and implementing processes and procedures for complying with requirements set forth by the Montana Legislature in the laws collectively known as House Bill 121 (“HB121”) during the 2021 Legislative session;

WHEREAS, the County, Billings and Laurel are parties to the agreement that creates the multi-jurisdictional service district created to provide health services and health department functions known as the “Interlocal Agreement”;

WHEREAS, by virtue of HB121, the Parties are subject to various rights and responsibilities created by the Interlocal Agreement; and

WHEREAS, it is the intent of the Parties to comply with HB121 and to set forth as clearly as possible the methods of doing so for each as well as for the Parties collectively.

NOW THEREFORE 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 and ARA of YC, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the MOU on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of _____, 2024 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the _____ day of _____, 2024.

APPROVED by the Mayor on the _____ day of _____, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**MEMORANDUM OF UNDERSTANDING FOR OPERATION AND COST SHARING
FOR
PUBLIC TRANSPORTATION SERVICES BETWEEN
THE CITY OF LAUREL, MONTANA AND THE ADULT RESOURCE ALLIANCE OF
YELLOWSTONE COUNTY**

WITNESSETH:

WHEREAS, the City of Laurel (hereinafter “the City”) and Montana and Adult Resource Alliance of Yellowstone County (hereinafter “ARA of YC”) desire to work together to provide public transportation services for residents living within a one-mile radius of the City limits;

WHEREAS, the City intends to continue operation of an on-demand service for residents in addition to a regularly scheduled transportation service between the City of Laurel and City of Billings;

WHEREAS, the City and ARA of YC desire to avoid duplicating services by coordinating their services and establishing an ongoing process to allow cooperation in the operation of public transportation services;

WHEREAS, the City intends to continue operating a public transit system in FY 2024 in cooperation with ARA of YC to serve residents of the City of Laurel and Yellowstone County; and

NOW THEREFORE, based on the above recitals, the following Memorandum of Understanding is hereby entered into by the City and ARA of YC.

SECTION I

It is hereby agreed that the City of Laurel, hereinafter referred to as "City", and Adult Resource Alliance of Yellowstone County, hereinafter referred to as “ARA of YC”, agree to jointly participate to provide for the operation of public transportation services as described herein, which may be altered through an amendment of this MOU. The Parties to this MOU will be referred to as the "Parties" who acknowledge they each will share a portion of the fiduciary responsibility for operation of the public transit system. Individual and shared responsibilities in this effort shall be as follows:

SECTION II

1. Each Party will be responsible for reviewing the current system and any new policies and procedures related to the provision of the public transit system including but not limited to policies, service levels, fares, budgets, services for the disabled, information systems, environmentally sensitive technologies, and other matters of concern. Meetings shall be scheduled as needed to evaluate the overall program and contents of this agreement to determine if changes are necessary to improve services provided hereunder.

2. For the term of this MOU, the Parties will share the operation of the transit service through the provision of services as follows:
 - a. The City shall provide for use, one transport vehicles, a Dodge Sprinter for everyday on demand use, with the ARA of YC bus, which is stored at the Laurel Senior Center, being used for back-up should the Sprinter break down. The City shall provide dispatching services through its existing staff. In addition, the City shall provide routine maintenance for its transport vehicles and the transport vehicle owned by the ARA of YC. Routine maintenance shall include oil changes, windshield wipers, filters, tire rotation, and basic fluids. Each Party agrees to pay for the cost of parts and major repairs after the State reimbursement rate for their respective vehicles. Major repairs are any repair costing over \$1000.00.
 - b. ARA of YC shall provide for use, one existing transport vehicle as back-up to the Laurel Transit System, one driver and back-up drivers as needed. ARA of YC shall utilize the City for dispatch services for purposes of scheduling on-demand service within Laurel and for regularly scheduled rides to/from Billings.
 - c. The City shall assist with the currently available demand/response service as needed and will additionally provide regular transit service between the City of Laurel and City of Billings.
 - d. The City will be the recipient of all funds derived from all federal and MDT (state) assistance or grants paid for the transit operation, along with any revenue received through vouchers or cash, daily.
 - e. The City shall provide marketing and public information services on transit operations including the preparation and distribution of timetables and another route and schedule information.
 - f. The City will prepare preliminary budget estimates, productivity reports and service summaries each year sufficiently in advance of City Council consideration to allow for analysis and input to the Council. These documents can be used by the Local Partners for planning in advance of the City's Recommended Annual Budget and would provide the basis for negotiating annual service agreements.
 - g. The City of Laurel will reimburse the ARA of YC quarterly at the State rate of 54% of the wage, benefits and fringe. The ARA of YC shall submit its financials to the City of Laurel by the 15th of the month following the end of the preceding quarter reflecting the reimbursement.
 - h. The current number of transit riders 60 and over is currently totaling 60% of the riders. After the 54% reimbursement from the State the ARA of YC will reimburse the City of Laurel for 60% of the remaining fuel charges. Unless the population of riders significantly changes mid-year, the fuel budget will be modified yearly.
 - i. Jointly implement policies and procedures that encourage the use of public

transportation.

- j. Jointly implement policies and procedures that follow the City of Laurel Transportation Program policies and procedures.
3. During the term of this agreement, the Parties may seek to add additional parties to this agreement in order to further enhance the provision of transit services provided hereunder. Further, the Parties may seek additional riders to expand the service.
4. The Parties will be responsible and cooperative in considering any requests for changes in service including additional services, as well as, service reductions if financially necessary. However, the Parties agree that this agreement requires service (service is defined as a split between dispatch and drivers) to be provided for 40 hours per week and no reduction in service may result in the service being offered less than 40 hours per week.
5. The Parties shall carry over any losses from the operation of the transportation system and incorporate such losses in the next year's budget for transit services allocating such losses proportionately to the Parties, taking into consideration all routes provided.
6. The City will on a timely basis review and negotiate its annual contract for public transportation services with terms in substantial agreement with the terms of this MOU.
7. The Parties shall support the operation of public transit services consistent with the terms of this MOU and any associated annual agreements.
8. The Parties agree that there will be fares charged to customers utilizing the transit system to off-set the cost of operation. The fares shall be reviewed as needed and increased to reflect the costs of the system.

SECTION III

1. The Parties agree that the term of this MOU shall be one year, and will auto renew each January 1st unless terminated by either party. Either party may terminate its participation in this MOU by giving at least 180 days written notice of termination. The termination of the MOU will not affect the responsibilities established in any existing or future annual operating contract for transportation services that may be in effect at that time, such as a vanpool service, or contracts for service with public and/or private businesses within the City of Laurel.
2. In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall negotiate informally to resolve the dispute. If such informal negotiations are not successful, the parties shall jointly select a mediator to mediate their dispute within 30 days of the dispute. If they do not reach such solution within a period of 60 days following the mediation, or if the parties cannot agree on a mediator, then, upon notice by either party

to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

3. Controversy arising from this contract may result in litigation. Arbitration is not available. This Contract shall be governed by Montana law.
4. In the event of litigation concerning this Agreement, venue shall be in the First Judicial District of the State of Montana, Yellowstone County.

SECTION IV

1. ARA of YC understands this contract includes requirements specifically prescribed by Federal law or regulation and does not list all Federal laws, regulations, and directives that may apply to ARA of YC or its project. A comprehensive list of those Federal laws, regulations and directives is contained in the current FTA Master Agreement MA(24) at the FTA website:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>.

The clauses in this contract have been streamlined to highlight the most prevalent regulations that govern this award, however additional Federal laws, regulations and directives contained in the Master Agreement will apply. ARA of YC's signature upon this document acknowledges they have read and understand the Master Agreement.

2. No employee, officer, board member or agent of ARA of YC shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - a. The employee, officer, board member or agent;
 - b. Any member of his or her immediate family;
 - c. His or her partner; or An organization which employs or is about to employ any of the above; has a financial or other interest in the firm selected for award. ARA of YC's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of Sub-agreements.

SECTION V

Any party to this MOU may request an amendment to the MOU by written request to the other Party. The Parties shall meet to discuss any requested amendment within thirty days of receipt of such request. Amendments to this MOU will be effective only after approval in writing by all parties and subsequent City Council approval.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized to sign the same, the Mayor for the City as authorized by the City Council and ARA

of YC Board of Directors.

CITY OF LAUREL

Dave Waggoner, Mayor

Date

ATTEST

Kelly Strecker, Clerk/Treasurer

Date

ADULT RESOURCE ALLIANCE OF YELLOWSTONE COUNTY

Mike Larson, Executive Director

Date

File Attachments for Item:

5. Resolution - A Resolution Of The City Council Approving A Transportation Coordination Plan For The City Of Laurel Transit.

RESOLUTION NO. R24-_____

A RESOLUTION OF THE CITY COUNCIL APPROVING A TRANSPORTATION COORDINATION PLAN FOR THE CITY OF LAUREL TRANSIT.

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

Section 1: Approval. The Transportation Coordination Plan for the City of Laurel Transit (hereinafter “Transportation Coordination Plan”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Transportation Coordination Plan on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of February, 2024, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of February, 2024.

APPROVED by the Mayor the _____ day of February, 2024.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

**TRANSPORTATION COORDINATION PLAN
LAUREL TRANSIT**

**MONTANA DEPARTMENT OF
TRANSPORTATION
FY-25**

Prepared by:

City of Laurel

Kelly Strecker, Clerk/Treasurer

Scheduled for City Council Adoption: February 13, 2024

Montana Coordination Plan Outline

Adoption by Transportation Advisory Committee:

The relevant transportation providers and agencies are described in more detail.

Laurel Transit:

Laurel Transit (also referred to as the transit system) is working to provide a successful on-demand service for public transportation within the City limits of Laurel while offering regular service to Billings. Laurel Transit is looking to contract with as many agencies in the area as possible to provide expanded service. It is currently not feasible for Laurel to have a fixed route system; however, accommodations for such a system are being discussed such as bus benches and signs within the City.

Laurel Transit Schedules:

Laurel Transit operates Monday-Friday 10:00 AM – 4:00 PM. The Billings service route begins at 7:30 and in-town service begins at 10:00 am.

Agencies Involved:

- Adult Resource Alliance of Yellowstone County -- ARAYC has partnered with the City of Laurel to provide the driver for the bus and the cell phone. ARAYC previously operated the senior bus in Laurel, which was absorbed with the formation of Laurel Transit. The City works very closely with ARAYC to ensure the level of service delivered through the senior bus program is continued in Laurel Transit.
- Tender Nest Assisted Living—Contact with Tender Nest Assisted Living continues, and the facility has contracted with the City for vouchers.
- COR – There is a plan to include COR in future TAC meetings.
- Riverstone Health – The transit system is working to contract demand/response service for Riverstone Health patients.

- Laurel Senior Center – The Sprinter bus is currently stored in a garage at the Senior Center. Frequent trips are taken to the senior center for rider visits.
- Laurel Health and Rehab- Continues to utilize the bus service for transportation purposes for their clients and residents.
- MET- contact with MET in Billings has been made in hopes to grow the Laurel Transit system and gain new ideas.

Public Involvement:

The Transportation Advisory Committee meets quarterly. Meetings notices are published on the City of Laurel website and at City Hall. Meetings are open to the general public. For more participation at TAC meetings, more community outreach will be done to involve public participation.

Private Sector:

The City of Laurel does not have any private transportation system available.

Needs Assessment and Plan to Increase Ridership:

The Laurel Transit will be starting focus groups this fiscal year in order to determine the needs of the community and their transit provider. The focus groups will include current riding members, City staff, other transportation providers, healthcare employers, and other members from the community. The groups will focus on the current challenges the transit program faces and get a better idea of how to improve the system. The City was awarded a grant for a new 14-passenger bus. The date of delivery is still unknown.

The Laurel Transit System has stepped up its advertising strategies by designing and distributing flyers with route information and publishing that flyer in the Laurel Outlook on a regular basis. There have been talks with the Adult Resource Alliance regarding placing advertisements on the new transit bus. This type of advertisement may be an option for other local businesses, once the new transit bus arrives.

Transportation Advisory Committee (TAC) Meetings:

The Laurel TAC meets on a quarterly basis. The TAC is comprised of City staff, community interested members and representatives from Residential Support Services, the Adult Resource Alliance of Yellowstone County, and other interested parties. For more participation at TAC meetings, more community outreach will be done to involve public participation.