

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
YELLOWSTONE COUNTY AND CITY OF BILLINGS  
REGARDING METRAPARK WATERLINE IMPROVEMENTS**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into this 18<sup>th</sup> day of April, 2023, by and between **YELLOWSTONE COUNTY** (the “COUNTY”) and **CITY OF BILLINGS** (the “CITY”), individually referred to as “Party” and collectively referred to as “Parties”.

**PURPOSE**

The purpose of this MOU is to outline the financial contributions agreed upon by the Parties to replace the waterline within the MetraPark facility site, commonly known and referred to as MetraPark Waterline Improvements (hereinafter, the “PROJECT”).

**SCOPE OF WORK**

The proposed scope of work for the PROJECT-PHASE ONE is to replace sections of the COUNTY’S waterline within the MetraPark facility site which beneficially serves the CITY by providing water to the service line for the CITY’S Water Reclamation Facility.

**RECITALS**

**WHEREAS**, the PROJECT-PHASE ONE will benefit the COUNTY and CITY facilities; and

**WHEREAS**, the CITY agrees to participate in a cost contribution to complete the PROJECT-PHASE ONE.

**NOW THEREFORE**, in consideration of the foregoing recitals, COUNTY and CITY agree:

- 1) The PROJECT-PHASE ONE will be bid out by the COUNTY, as Owner of the PROJECT-PHASE ONE.
- 2) The cost of the PROJECT-PHASE ONE, will be primarily borne by the COUNTY. The CITY will contribute 35% of the pipeline and appurtenance cost for the main waterline and 25% of the pipeline and appurtenance cost for waterline loop shown on Exhibit A and incorporated, herein.
- 3) The total bid cost of the pipeline and appurtenances for the PROJECT - PHASE ONE is \$818,857. Approximately one half of the PROJECT-PHASE ONE cost is for the main waterline and one half is for the waterline loop. The total cost of the CITY’S contribution to the PROJECT-PHASE ONE is \$245,657.
- 4) The COUNTY will be the Owner of the PROJECT-PHASE ONE and shall solely contract with the successful bidder to complete the PROJECT-PHASE ONE.

- 5) Upon approval of the CITY's FY24 budget, the COUNTY will submit to the CITY an invoice detailing the amount of the CITY'S contribution, and the CITY will pay to the COUNTY, in full, the invoiced amount within 30 days of invoicing. Any change orders applicable to the construction of the main or looped waterline submitted to COUNTY by contractor during construction of the PROJECT will be copied to CITY, and CITY agrees to pay thirty five percent (35%) of the costs of any applicable change orders but which, in the aggregate amount, shall not exceed \$80,000, and to remit such payment to COUNTY within 30 days of receipt of the change order costs.
- 6) This MOU is limited to only the financial contributions of the CITY to the COUNTY, as Owner of the PROJECT-PHASE ONE, and covers what is hereby written. Modifications within the scope of work of the MOU shall be made by mutual consent of the Parties by the issuance of a written modification signed and dated by all the Parties prior to any changes being made.
- 7) In the event of a dispute arising out of the performance of this MOU, either Party may send a written notice of dispute to the other Party, and within fifteen (15) working days of receipt of such notice, the notified Party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute. No settlement remedy herein conferred is intended to be exclusive of any other remedy existing at law or in equity or otherwise.
- 8) Any notice to be given to the Parties hereunder will be addressed as follows (until notice of a different address is given to the Parties):

YELLOWSTONE COUNTY  
Board of County Commissioners  
316 North 36<sup>th</sup>/Rm 3101  
P.O. Box 35000  
Billings, MT 59107

CITY OF BILLINGS  
City Administrator  
210 N. 27th Street  
P.O. Box 1178  
Billings, MT 59103

- 9) This MOU shall be construed in accordance with the laws of the State of Montana.
- 10) This MOU is not in effect until signed by all Parties.

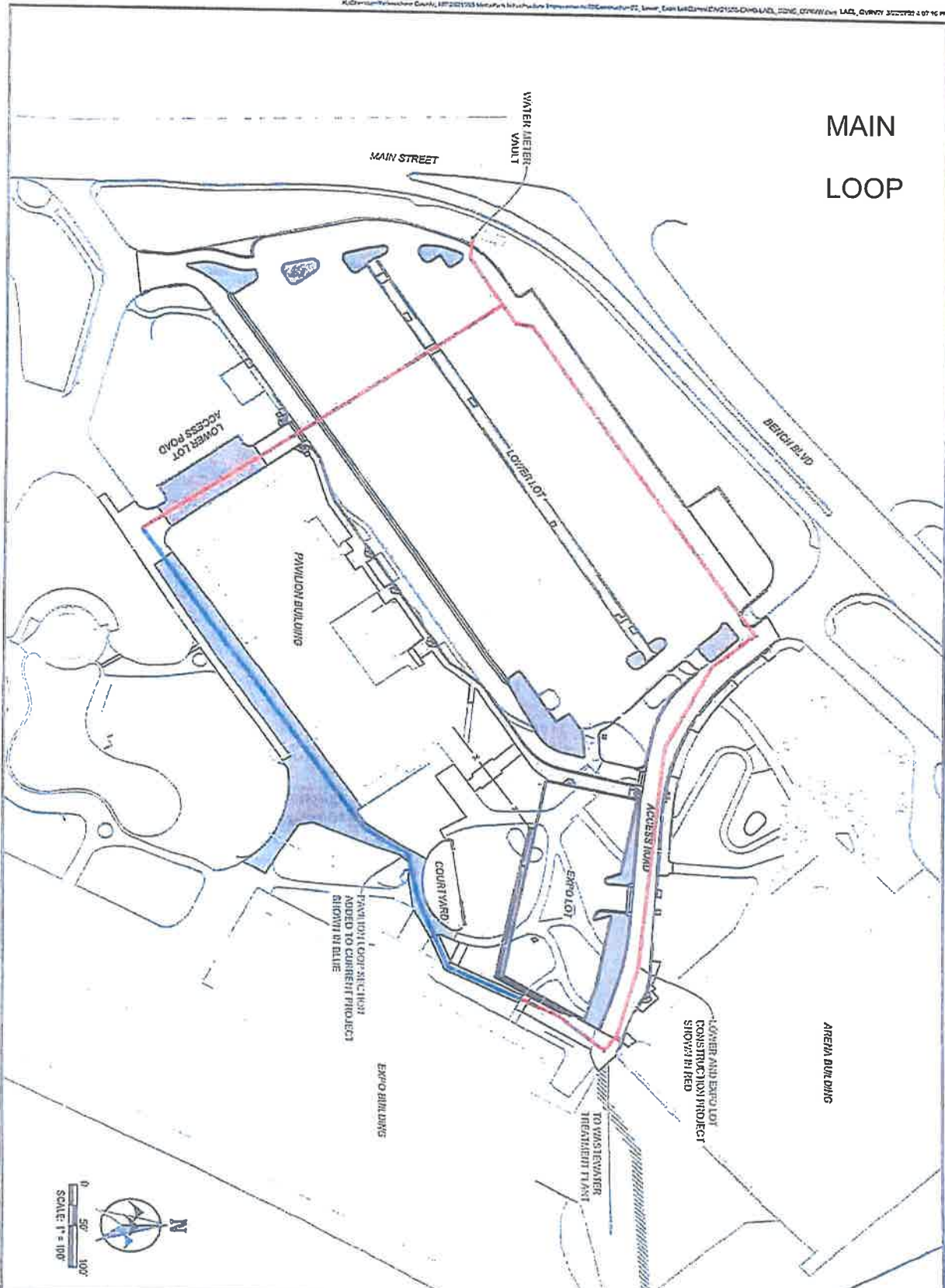
#### TERM

This MOU shall become effective on the date entered above and will remain in effect until satisfactory final completion of the PROJECT-PHASE ONE and all cost sharing commitments have been met.



# Exhibit A

K:\Projects\Yellowstone County, MT\201103\Yellowstone County\Information\201103\Construction\22\_Lower\_and\_Expo\_Lots\ENGINEERING\DWG\LA2\_01.dwg LADL\_CIVIL\201103\201103\_107\_16.plt



<p>DESIGNED BY: JLD/ADL          DRAWN BY: COL          CHECKED BY: EJM          DATE: 12/20/11          SHEET: 1</p>	<p><b>YELLOWSTONE COUNTY</b>  <b>LOWER AND EXPO LOTS CONSTRUCTION PROJECT</b>  <b>TENTATIVE CONSTRUCTION CLOSURES</b>  <b>YELLOWSTONE COUNTY, MONTANA</b></p>	<p>PREPARED BY:  <b>WWC ENGINEERING</b>          1648 TERRA AVE.          CHESTNUT HILL, MONTANA          (406) 672-4501  <a href="http://www.wwcengineering.com">www.wwcengineering.com</a></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>PROJECT NO. 2011-025</p>	NO.	REVISION	BY	DATE				
NO.	REVISION	BY	DATE								