

RESOLUTION NO. 3678

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY, MONTANA TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MILES COMMUNITY COLLEGE FOR THE USE OF EQUIPMENT AND FACILITIES FOR STUDENT TRAINING AND COMMUNITY AND LOCAL GOVERNMENT PROJECT COMPLETION

WHEREAS, Miles Community College offers a Heavy Equipment Operations program to its students;

AND WHEREAS, the City of Miles City wishes to support said program by providing certain equipment to be used by the students for community and local government projects;

AND WHEREAS, Miles Community College has prepared a Memorandum of Understanding outlining the roles and responsibilities of the college and the City with regards to the use of such equipment;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

It does hereby approve the Memorandum of Understanding between the City of Miles City, Montana and Miles Community College, attached hereto as Exhibit "A," and hereby authorizes the Mayor of the City of Miles City to execute such Memorandum of Understanding, and bind the City of Miles City thereto.

It further authorizes the Public Works Director and Public Utilities Director to carry out the terms of such Memorandum of Understanding on behalf of the City of Miles City.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 26th DAY OF AUGUST, 2014.


C.A. Grenz, Mayor

ATTEST:


Lorrie Pearce, City Clerk

MEMORANDUM OF UNDERSTANDING

between
CITY OF MILES CITY

and
MILES COMMUNITY COLLEGE

concerning:

City of Miles City Equipment and Facilities
MCC Student Training
Community and Local Government Project Completion

I. PURPOSE: This Memorandum of Understanding defines the roles and responsibilities for coordination and cooperation between Miles Community College (MCC) and the City of Miles City (City) for the completion of community and local government projects and equipment training for MCC's Heavy Equipment Operations students.

II. OBJECTIVE: To provide quality "hands on" training for students enrolled in MCC's Heavy Equipment Operations / COL ("HEO/CDL") Program through the leasing and use of City heavy equipment for the training of students and quality completion of community and local government projects.

III. PROCEDURE: City will:

1. Lease and provide heavy equipment to MCC for "hands on" training of HEO students such as but not limited to motor graders, backhoe, loader, excavator and dozer.
2. Negotiate the schedule for the heavy equipment with MCC's Heavy Equipment Operations Instructor and the Public Works Director or Public Utilities Director.
3. Conduct equipment inspections before releasing equipment to MCC. Inspection will be conducted by the Public Works Director or Public Utilities Director or designee.
4. Jointly inspect equipment with the Public Works Director or Public Utilities Director or designee and MCC's Heavy Equipment Operations Instructor both before and after MCC's use of equipment.
5. Document any visible or known equipment defects or damages on individual equipment inspection sheets.
6. Sign and date individual inspection sheets. The City will retain a copy of all inspection sheets and provide MCC a copy of the sheets.
7. Repair any known equipment defects prior to MCC's use.
8. Assume responsibility associated with the normal wear and tear on equipment.
9. Supply consumables for equipment when City equipment is used for City Projects.
10. Provide shop facilities and hand tools for training of MCC's HEO/CDL students as needed as determined by the Public Works Director or Public Utilities Director.
11. Assist MCC's Heavy Equipment Operations instructor in the use and history of equipment, facilities and hand tools when needed and as available.
12. This agreement must meet the approval of the City's insurer.

MCC will:

1. Maintain hazard and liability insurance on the leased equipment sufficient to cover any loss or liability arising from MCC's use of the equipment.
2. Indemnify, defend, and hold harmless the City of Miles City, its agents and employees acting within scope of employment from and against any and all losses, expenses, liabilities, obligations, damages or costs, including but not limited to attorneys' fees and court costs, resulting from or arising out of MCC's use of the equipment or any breach of MCC's responsibilities or obligations set forth in this Agreement or for any injury to persons or damage to property caused by MCC's equipment use. MCC will immediately notify the City in writing of any claimed injury or damage.

3. Supply the consumables for the equipment or reimburse the City for expenses incurred when equipment is used for a non-City project.
4. Reimburse the City for repairs and maintenance resulting from the intentional or negligent misuse of equipment by MCC or its students, including but not limited to loss of equipment, theft or vandalism while in the possession of MCC. This does not include normal wear and tear as discussed above.
5. Jointly inspect equipment both before and after use with Public Works Director or Public Utilities Director or designee and complete and sign individual equipment inspection sheets.
6. Insure the City equipment will be operated by or used by students under the direct supervision of the Heavy Equipment Operations Instructor.
7. Notify the City representative immediately if equipment breaks down.
8. Refrain from altering or modifying the equipment or making equipment repairs.

IV: ADMINISTRATION

- A. Scheduling shall be made through the City of Miles City's Operations Director or designee and MCC's Heavy Equipment Operations Instructors (Jerry Forman 874-6154 or Dale Marcil 853-3856). In the case of equipment breakdown or inclement weather conditions, it may be necessary to reschedule use of equipment.
- B. No charge will be assessed MCC for the lease and use of City equipment or facilities.
- C. Any participant may propose changes to this MOU during this term. Such changes will be in the form of an amendment and will become effective upon signature by all of the participants.

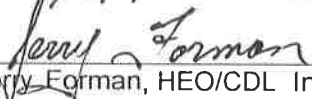
The term of this agreement shall be open and unending, but shall be reviewed every two years by the City of Miles City. The effective date of this MOU will begin on July 1, 2014, and will be reviewed on or about December 31, 2015, and every two years afterwards. Notwithstanding the foregoing, either party may terminate this agreement, with or without cause, upon providing to the other party thirty (30) days prior written notice.

The terms and conditions of this Memorandum of Understanding are hereby accepted and its provisions agreed to by the undersigned representatives of Miles Community College and the City of Miles City.

MILES COMMUNITY COLLEGE

B: 
 Dr. Stacy Kilpenstein, President

Date: 8/29/14


 Jerry Forman, HEO/CDL Instructor

Date: 8-28-14


 Dale Marcil, HEO/CDL Instructor

Date: 8-28-14

CITY OF MILES CITY

 Date: 8-22-14
 Butch Grenz, Mayor

Attest:  City Clerk


 Alan Kelm, Public Utilities Director

Date: 8-22-14


 Scott Gray, Public Works Director

Date: 8-25-14