

**RESOLUTION NO. 4464**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE MONTANA DEPARTMENT OF TRANSPORTATION FOR STREET SWEEPING FOR FISCAL YEAR 2022-2023.**

*WHEREAS*, pursuant to Section 60-2-204 MCA the City of Miles City has negotiated an agreement with the Montana Department of Transportation for the City of Miles City to provide street sweeping and flushing services upon specific sections of state highway within or abutting the City of Miles City, a copy of which is attached hereto as Exhibit "A";

*AND WHEREAS*, the City Council of the City of Miles City finds that it is in the best interest of the City of Miles City to enter into such agreement with the Montana Department of Transportation;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The Agreement for the provision of street sweeping and flushing service between the City of Miles City, Montana and the Montana Department of Transportation, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and to bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 12<sup>TH</sup> DAY OF JULY, 2022.**



John Hollowell, Mayor

ATTEST:



Mary Rowe, City Clerk

Montana Department of Transportation  
Miles City Maintenance Division  
217 North Fourth Street  
Miles City, Montana 59301

## Street Sweeping Agreement

This agreement is between the City of Miles City and the Montana Department of Transportation (MDT) for defining street sweeping and flushing responsibilities of the City and MDT in accordance with state law which allows MDT to enter into an agreement with local governments to provide maintenance of State routes with provision for full reimbursement. The term of this agreement shall be for one year beginning July 1, 2022.

**LIMITS OF AGREEMENT:** The listing of streets and intersections identified under items covered is a full and complete listing of areas covered by this agreement. Unless otherwise defined, that list includes all intersections along the route and intersecting streets for a distance of 15' or to the end of the curb radius return, whichever is greater, and shall include all of the street right of way. During the term of this Agreement, additional areas may be added by written Agreement of the parties.

**SCOPE OF AGREEMENT:** This agreement covers all activities ordinarily associated with street sweeping and flushing activities.

**ITEMS COVERED:** Payment to the City for this Agreement shall be for the following:

STREET CLEANING ACTIVITIES:

The City will flush the streets identified below once per week and sweep and clean the streets identified below once every other week, unless otherwise noted. This will begin July 1, 2022, through October 15, 2022 and begin again on April 15, 2023 through June 30, 2023, approximately six months.

- a. Main Street beginning at the westernmost end of the Tongue River bridges proceeding east to the intersection of Main Street and Haynes Avenue.
  - b. North Seventh Street beginning 15' south of the intersection of North Seventh Street and Main Street and proceeding North to the old Milwaukee Railroad tracks.
  - c. Haynes Avenue beginning at the intersection with East Main Street and proceeding south to the south side of the entrance to the Comfort Inn, south of the Broadus Interchange. \*The City of Miles City will sweep and flush every 3<sup>rd</sup> week of the month.
  - d. The Montana Department of Transportation will assist in sweeping activities when excessive sand or leaves have been deposited on the designated state routes.
- If additional sweeping or flushing is requested by the Montana Department of Transportation, and approved by the Maintenance Chief, the agreed rate will be \$55.00 per hour for sweeping and \$32.00 per hour for flushing.

**MONTANA PRODUCT PREFERENCE:** The City will provide Montana-made goods where those goods are comparable in price and quality to those required by this Agreement pursuant to Section 18-1-112(1), MCA.

**COSTS / PAYMENT:** The costs associated with this Agreement shall be \$1800.00 per month for a period of six months beginning July 1, 2022, and ending June 30, 2023. This will be a lump sum cost for the activity described, and shall be paid to the City on an annual basis.

The City shall submit billing and a narrative summary of the work done in the period of this Agreement on or before June 10, 2023. MDT agrees to make payment within 20 calendar days of receipt of the billing.

**RECORDS:** The labor, equipment and materials used on the streets covered in this Agreement shall be assigned a special budget category by the City. No record keeping shall be attempted to break contractual costs against individual streets that are covered in this Agreement. All City records concerning this project are open for review and/or audit by representatives of MDT or the Legislative Auditor at any reasonable time.

**TERMINATION:** This Agreement may be terminated upon thirty days written notice, delivered by certified mail, return receipt requested, by either party. Upon service of such notice, MDT is liable only for actual work completed as of the date of the notice.

**HOLD HARMLESS / INDEMNIFICATION:** MDT agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by MDT of the streets and areas covered by this Agreement. This holds harmless / indemnification clause shall not cover damages, which are caused whether directly or indirectly by the work done by the City pursuant to this Agreement. The City agrees to defend, protect, indemnify and save harmless MDT and the State against and from all claims, liabilities, demands, causes of action, judgments, and losses claimed to be due to the City's performance of the activities of this Agreement.

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

**LAW AND VENUE:** The laws of Montana govern This Agreement. The parties agree that, in the event of any dispute concerning this Agreement, any litigation will be adjudicated utilizing the appropriate, established legal/judicial systems.

**ENTIRE AGREEMENT:** This document, with the attached Notice, contains the entire Agreement between the parties, and no statements, promises or inducements made by either party or its agents which in any way modifies, alters or changes the contents of the document is binding. Any subsequent modification must be done by a separate written document.

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

**STATE OF MONTANA  
DEPARTMENT OF TRANSPORTATION**

By:  Date 6-24-2022  
District Administrator

**CITY OF MILES CITY**

By:  Date ~~6-24-22~~ 7-12-22

Title: MAYOR

Attest:   
  
City Clerk

Enclosures

Notice Approved for Legal Content per the attached signature page of the original Agreement.

June 20, 2022

Honorable John Hollowell  
City of Miles City  
PO Box 910  
Miles City, MT 59301-0910

Subject: Street Sweeping/Cleaning Agreement

Dear Sir,

Attached you will find the Street Sweeping/Cleaning Agreements for the period of July 1, 2022, to June 30, 2023.

Please review and sign the two original agreements in the appropriate space, please keep a copy for yourself and then send a copy back to me:

Sandy Johnson  
MDT  
PO Box 890  
Glendive, MT 59330

If you have any questions, please feel free to give me a call at 406-345-8205.

Kind Regards,

Sandy Johnson  
Area Admin. Supervisor  
MDT-Miles City  
406-345-8205