

2025

BBWA System Wide SCADA PER

PROJECT MEMORANDUM OF UNDERSTANDING (MOU)

Between the Billings Bench Water Association and Yellowstone County

SECTION I: PARTIES

This Memorandum of Understanding (MOU), has been made and entered into by Yellowstone County, (County), and Billings Bench Water Association (BBWA).

SECTION II: PURPOSE

To complete an evaluation of incorporation of SCADA equipment throughout the BBWA main canal system and prepare a Preliminary Engineering Report (PER). BBWA and the County agree via this MOU that the County will sponsor grant activities for the BBWA for purposes of this project.

SECTION III: RESPONSIBILITIES

BBWA Responsibilities:

BBWA will be responsible for completing all work on the project, obtaining all necessary approvals, and procuring any required professional services. The BBWA will be responsible for all results and recommendations of the report and future incorporation or use of any of those recommendations.

County Responsibilities:

The County has no responsibility for the proposed PER or any items necessary to meet DNRC reporting requirements related to the grant. The County will act as a sponsor for the grant funding to the BBWA only and will pass reporting through as required for the grant. Reporting as required for the grant will be prepared and provided to the County by the BBWA. Yellowstone County will disburse grant funds to BBWA. BBWA will pay the appropriate party (i.e., consultant) for the services rendered. BBWA will provide proof of payment to Yellowstone County. This will be completed as part of the reporting provided to the County and appropriate grant agency with associated pay applications and a breakdown of grant dollars as part of each pay application.

BBWA understands that the County will not be liable for any failures of the project during the work or in the future.

SECTION IV: INDEMNIFICATION

BBWA agrees to hold harmless and indemnify the County from and against all claims, losses

damages, or liability, resulting from the negligence of BBWA or its employees and agents in the performance of this MOU.

The County agrees to hold harmless and indemnify BBWA from and against all claims, losses damages, or liability, resulting from the negligence of the County or its employees and agents in the performance of this MOU.

SECTION V: MISCELLANEOUS

Any claims or disputes arising out of this MOU, its performance that is not disposed of by agreement of the parties, shall be submitted to mediation for resolution of the disagreement. If mediation fails, the dispute shall be submitted to arbitration before a single arbitrator according to the rules and practices of the American Arbitration Association and the findings of the arbitrator shall be binding on all parties to this MOU. Any costs associated with mediation and arbitration shall be born equally by both parties.

SECTION VI: TERMINATION AND DURATION

Both parties are bound by the terms of this MOU until the Project is completed and the Project has been closed out. The Project will end when the Project has been closed out.

YELLOWSTONE COUNTY

BY: _____ Date: _____
Mark Morse, Chair

BY: _____ Date: _____
Michael J. Waters, Member

BY: _____ Date: _____
John Ostlund, Member

BBWA

BY: Tim Heidema Date: 3/25/2025
Tim Heidema, President
BBWA
1111 Main St, Unit 14
Billings, MT 59105