

**Memorandum of Agreement
Related to Parking Area for Access to the Back Nine Trail System
Between Yellowstone County, Pedal United and the Montana Department of Natural Resources and
Conservation**

SECTION I: PARTIES

The parties to this Memorandum of Agreement are Yellowstone County (County), Pedal United and the Montana Department of Natural Resources and Conservation (Department). The County is a political subdivision of the State of Montana. Pedal United is a Montana, nonprofit corporation. The Department is a department of the State of Montana.

The contact person for the County for the Memorandum Agreement is:

Name, Position
Address
Telephone Number
Email

The contact person for Pedal United for the Memorandum of Agreement is:

Name, Position
Address
Telephone Number
Email

The contact person for the Department for the Memorandum of Agreement is:

Name, Position
Address
Telephone Number
Email

SECTION II: PURPOSE

The purpose of this Memorandum of Agreement is to articulate how the County, Pedal United and the Department shall construct and maintain a parking area on a portion of temporarily closed county road right-of-way to provide access to the Back Nine Trail System located on land owned by the Department. See Yellowstone County Board of County Commissioner's Resolution No. 21-83 for more information on the temporary closure of the county road. The parking area will be approximately 60 feet in width and 200 feet in length located on the right-of-way of the temporarily closed county road. See Easement recorded as document number 1761808 with the Yellowstone County Clerk and Recorder as to the right-of-way for the temporarily closed county road.

SECTION III: RESPONSIBILITIES

County Responsibilities:

The County shall provide the labor and equipment needed to prepare the site, transport the road material to the site and place the material in the parking area.

Department Responsibilities:

The Department shall provide fencing materials, gates and labor needed to fence the parking area, close access to the remainder of the right-of-way of the temporarily closed county road and provide access from the parking area to its land.

Pedal United Responsibilities

Pedal United shall be responsible for the cost of the gravel (not to exceed \$2,800.00) needed for construction of the parking area. Upon construction of the parking area, Pedal United shall be responsible for routine maintenance of the parking area. At a minimum, Pedal United will blade the parking area at least once a year and remove trash as needed from the parking area.

SECTION IV: INDEMNIFICATION

The County agrees to defend and indemnify Pedal United and the Department for any claims made against them for the conduct of the County related to the performance of this Memorandum of Agreement.

Pedal United agrees to defend and indemnify the County and the Department for any claims made against them for the conduct of Pedal United related to the performance of this Memorandum of Agreement.

Subject to the Montana Tort Claims Act, Mont. Code Ann. Title 2, Chapter 9, Parts 1-9, the Department agrees to defend and indemnify the County and Pedal United for any claims made against them for the conduct of the Department related to the performance of this Memorandum of Agreement.

SECTION V: RIGHTS AND IMMUNITIES

In consideration of the terms and conditions of this Memorandum of Agreement, the parties rely upon all of the rights and immunities against liability to the fullest extent of state law, as amended, and any successor provisions, and any other applicable provisions of law, including, but not limited to, Montana Code Ann. Title 27, Chapter 1, Part 7 (limitation on liability in sport or recreational opportunity); Mont. Code Ann. Title 70, Chapter 16, Part 3 (restriction on liability of landowner for recreation) and Montana Code Ann. Title 2, Chapter 9 (limitation on governmental liability for damages in tort).

SECTION VI: MISCELLANEOUS

The County, Pedal United and the Department shall attempt to informally resolve any dispute arising out of this memorandum of agreement through direct discussions. If they cannot resolve the dispute through informal direct discussions, they shall attempt to resolve the dispute through formal mediation. If they cannot resolve the dispute through formal mediation, they shall resolve the dispute through binding arbitration. The dispute shall be submitted to a single arbitrator. The rules and practices of the American Arbitration Association shall apply to the arbitration. The County, Pedal United or the Department shall be responsible for their own costs incurred because of mediation or arbitration

SECTION VII: TERMINATION

Each Party shall have the right to terminate the Memorandum of Agreement by giving thirty (30) days' written notice in writing to the other Parties at any time. If the Memorandum of Agreement is terminated, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

SECTION VIII: DURATION

This Memorandum of Agreement is signed for an initial period of five (5) years and may be renewed by mutual agreement between Parties.

SECTION IX: AMENDMENT

This Memorandum of Agreement may be modified or amended by written agreement between Parties at any time.

Jeff Bollman
Area Manager
Southern Land Office
Mt. Department of Natural resources & Conservation

Donald W. Jones
Chairman
Yellowstone Board of County Commissioners

Date

Date

Katy Easton
President Board of Directors
Pedal United

Date

DRAFT