

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this ____ day of December, 2023, by and between **Stark County** and the **City of Dickinson** (hereafter referred to as “Dickinson”).

WHEREAS, Stark County seeks to make certain improvements to Highway 10 (Stark County CMC 4510) pursuant to County Federal Aid Project SC-4500(020) PCN 23927; and

WHEREAS, said chip seal project includes that portion of Hwy 10 from the I-94 right-of-way to the intersection of 35th Avenue East; and

WHEREAS, a portion of Highway 10 located from the I-94 right-of-way to the intersection of 35th Avenue East in Section 1, Township 139 North, Range 96 West, consisting of approximately 1234’ of said highway, is within the urban limits of the City of Dickinson; and

WHEREAS, Stark County plans a chip seal project on said section of roadway to be administered under County Federal Aid Project SC-4500(020) PCN 23927; and

WHEREAS, Dickinson City funds must be used to make any improvements to the portion of Highway 10 lying within the Urban limits of Dickinson; and

WHEREAS, Stark County is willing to pay the contractor and engineer to cover the actual costs of the portion of the improvements lying within the Dickinson Urban limits; and

WHEREAS, Dickinson is willing to participate in the project, under the terms outlined in this Memorandum of Understanding, and will reimburse Stark County for all construction costs of the portion of the improvements lying within the Dickinson Urban limits; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding under the terms and conditions set forth herein.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED PURSUANT TO CHAPTER 54-40, NDCC AS FOLLOWS:

1. Stark County Federal Aid Project. Stark County will be the lead government agency for County Federal Aid Project SC-4500(020) PCN 23927, and shall be responsible for the bidding, contracting, construction and all other aspects of the project. Dickinson will not be responsible for any financial or other obligations pertaining to said project other than what is specifically set forth below in Paragraph 2.

2. City Funds. Stark County shall invoice the City of Dickinson for actual and documented construction costs for the portion of the improvements lying within the Dickinson Urban limits up to a maximum of eighteen thousand dollars (\$18,000). Such amount being the Engineer’s Estimate for the proposed project work within the Dickinson Urban Limits as shown in the table below:

Engineer's Estimate for Work within Dickinson Urban Limits

Description	Unit	Quantity	Unit Price	Amount
Fog Seal	LSUM	389	\$5.50	\$2,139.50
CHFRS-2P Emulsified Asphalt	GAL	1,887	\$4.10	\$7,736.70
Cover Coat Material CI 41	TON	67	\$65.00	\$4,355.00
Epoxy PVMT MK 4IN Line	LF	2,489	\$0.50	\$1,244.50
Short Term 4IN Line-Type NR	LF	660	\$0.25	\$165.00
			Subtotal	\$15,640.70
			Contingency	\$2,359.30
			Total	\$18,000.00

3. **Binding Effect.** This Memorandum of Understanding shall constitute a binding contract and shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective heirs, administrators, representatives, successors, and assigns.

4. **Governing Law.** This Memorandum of Understanding shall be governed by North Dakota law and any question arising hereunder shall be construed or determined according to such law.

5. **Further Assurances.** The Parties hereby agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Memorandum of Understanding, including but not limited to, the execution, filing or recording of any reporting documents, affidavits, deeds or agreements. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Memorandum of Understanding.

6. **Counterparts.** This Memorandum of Understanding may be executed by the Parties in any number of counterparts, including by way of facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.

7. **Severability.** If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

8. **Entire Agreement.** This Memorandum of Understanding contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Memorandum of Understanding. This Memorandum of Understanding may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Memorandum of Understanding, but rather this Memorandum of Understanding may be amended only by an agreement in writing signed by the parties.

Dated this ____ day of December, 2023.

STARK COUNTY

By: _____
Dean Franchuk, Chairman
Board of County Commission

ATTEST:

Karen Richard, County Auditor

CITY OF DICKINSON

By: _____
Scott Decker, Chairman
Board of City Commission

ATTEST:

Dustin Dassinger, City Administrator