

MEMORANDUM OF UNDERSTANDING

Between Yellowstone County and the City of Billings

This Memorandum of Understanding (MOU) is made between Yellowstone County ("County") and the City of Billings ("City") (collectively "the Parties") as public entities in recognition of the benefits of intergovernmental cooperation to better serve the collective interests of both and the public which they each serve.

PURPOSE:

The purpose of this MOU is to establish the terms and conditions under which the County will be permitted to run up to twelve (12) pairs of single mode and twelve (12) pairs of multimode fiber cables through the City's conduits. The County's fiber cables will utilize the City's exterior data vault at Billings City Hall, located at 210 N. 27th Street, Billings, Montana and run through the City's conduit to the Miller Building located at 301 N. 29th S Street. The County will also utilize the City's conduit and exterior data vault going from City Hall to the Yellowstone County Courthouse's data vault located at 217 N. 27th Street to run the same number of fiber cables.

DURATION:

The duration of this agreement will begin at the date of signatures and is intended to be perpetual. The City retains the right to cancel or modify this agreement upon reasonable notice to the County for reasons such as *force majeure*, increase in the City's need for additional fiber cable capacity, or such other basis not presently foreseeable which renders the City's grant of access to the County no longer viable without detriment to the City.

In the event of cancellation or modification, the City agrees to permit the County as much time as is reasonable under the circumstances to procure other access points for its fiber cables.

RESPONSIBILITIES OF THE PARTIES:

The County

- The County shall be responsible for the installation and all associated costs related to running its fiber cable through the City's conduit.
- The County shall be responsible for any maintenance and associated costs for its fiber cables running through the City's conduit.
- The County shall be responsible for any damage caused to the City's conduit or City's property during its installation or maintenance of the County's fiber cables.

The City

- The City will permit reasonable access for the County to run its fiber cables through the City's conduit.
- The City will permit reasonable access for the County to perform maintenance or replacement of its fiber cables during the term of the agreement.

INDEMNIFICATION:

Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees and officials, against any an all claims, demands, causes of action, damages, costs expenses, liability or judgment against the other party for personal injury, death or property damages caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

CITY OF BILLINGS, MONTANA

By _____
William A. Cole, Mayor

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By _____
JOHN OSTLUND, CHAIRMAN

By _____
DONALD JONES, MEMBER

By _____
MARK MORSE, MEMBER