

## MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (MOU) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between Montana Internet Corporation, 1424 National Avenue, Helena, MT 59601, hereafter referred to as MIC, and Broadwater County, 515 Broadway, Townsend, MT 59644, hereafter referred to as County.

WHEREAS, MIC is embarking on a construction project to install fiber optic cable to provide high speed internet service from its headquarters in Helena, Montana through Broadwater County to Townsend, Montana;

WHEREAS, the proposed construction project will bring high speed internet service to various areas of Broadwater County, thereby such service available to residents of Broadwater County; and

WHEREAS, the County desires to provide MIC with access to the road shop yard to assist MIC in its construction project in consideration of MIC's efforts to make high speed internet services available to a significant number of Broadwater County residents.

NOW THEREFORE, the parties agree as follows:

### 1. AGREEMENTS

MIC agrees to embark on a construction project to install fiber optic cable to provide high speed internet service from its headquarters in Helena, Montana through Broadwater County to Townsend, Montana.

The County agrees to provide MIC with access to the stockpile west of the road shop on County property whereby MIC can offload spoils comprised of dirt and water collected in the course of MIC's hydrovac and horizontal drilling activities during underground construction in Broadwater County. The County may, in its sole discretion utilize the material in some manner as it sees fit. This arrangement is a temporary arrangement during the course of our 2024 construction project in Broadwater County.

The County also agrees to temporarily provide MIC access to the road shop yard on County property whereby MIC can store and stage materials including conduit reels, concrete vaults, fiber reels and heavy equipment including MIC's plow, excavator, hydrovac, horizontal drill and with associated trailers overnight and on weekends during the course of MIC's fiber optic construction during 2024.

Failure of either party to comply with these terms shall be considered a material breach of duty.

### 2. TERM

The term of the MOU is from this 1<sup>st</sup> day of May 2024, to the 30<sup>th</sup> day of September 2024. This MOU is effective upon the parties' acceptance as set forth herein and shall continue in full force until terminated or the expiration date above.

### 3. TERMINATION

#### a. TERMINATION FOR BREACH OR NONPERFORMANCE

If either party commits a material breach of its obligations listed above, the other party may terminate this MOU by giving the breaching party at least thirty (30) days advance, written notice. During such time, the breaching party is not excused of their duty to perform. Such notice will not result in termination if the breaching party cures that breach before the thirty (30) day period elapses. Termination shall be in addition to any other remedies that may be available to the non-breaching party.

#### b. TERMINATION FOR OTHER REASON

During the initial term of the MOU, either party may terminate this contract for a compelling, bona fide reason by giving at least ninety (30) days advance, written notice.

### 4. HOLD HARMLESS AND INDEMNIFICATION

Each party shall solely be responsible for any and all claims, demands, and causes of action filed by third parties arising out of the activities of the party's own officers, employees, or agents pursuant to this MOU.

### 5. WAIVER

No waiver of any term, provision or condition of this MOU, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

### 6. SEVERABILITY

If any provision of this MOU is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

### 7. NOTICE

All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, to the parties' last known address, respectively. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

### 8. ATTORNEY'S FEES

If any action in law or in equity is necessary to enforce the terms of this MOU, each party agrees to pay its own attorney's fees.

9. HEADINGS

The captions and headings of this MOU are included for ease of reference only and will be disregarded in interpreting or construing this MOU.

10. FORCE MAJEURE

If the performance of any part of this MOU by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

11. AMENDMENTS

Amendments and alterations to this MOU shall be in writing and shall be signed by both parties.

12. ENTIRE AGREEMENT

This MOU constitutes the complete and exclusive statement of the agreement between the parties and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written.

13. EXECUTION AND ACKNOWLEDGMENT

The parties have read, understand, and agree to the terms & conditions of this MOU and the parties have executed this instrument on the date above. The original, signed MOU will be filed with the Broadwater County Clerk and Recorder. A copy of the original, signed MOU has the same force and effect as the original.

MONTANA INTERNET CORPORATION

By \_\_\_\_\_

BROADWATER COUNTY, MONTANA

By \_\_\_\_\_

Darrel Folkvord  
Chairman, Board of County Commissioners

ATTEST:

\_\_\_\_\_

Angie Paulsen  
County Clerk and Recorder