

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN BROADWATER COUNTY,**  
**AND GALLATIN COUNTY, MONTANA**

This Memorandum of Understanding ("MOU") is made and entered into among Broadwater County and Gallatin County, Montana, both political subdivisions of the State of Montana and acting through their respective boards of county commissioners (the "Parties");

WHEREAS, Broadwater County is applying for a Montana Coal Endowment Program ("MCEP") grant from the Montana Department of Commerce, Community Development Division;

WHEREAS, the project proposed to be funded by the MCEP grant is the removal and replacement of the western-most Old Town Bridge (MDT Structure #02352) (the "Project");

WHEREAS, the western-most Old Town Bridge (MDT Structure #02352) is approximately 204-feet long and spans the Jefferson River;

WHEREAS, the south side of the Old Town Bridge is located within Gallatin County and the north abutment of the bridge is located within Broadwater County;

WHEREAS, the bridge serves Broadwater County residents on the north side of the bridge, as the county line lies approximately 0.25 miles from the bridge's end;

WHEREAS, the western-most Old Town Bridge is in need of replacement as it is an antiquated, single-lane bridge with a load limit of 7 tons;

WHEREAS, through the Project, the Parties will replace the western-most Old Town Bridge with a new bridge able to carry legal loads and function with two lanes of traffic; and

WHEREAS, the Parties desire to memorialize their agreement regarding the scope of the Project, the funding, and the operation and maintenance of the new bridge.

NOW, THEREFORE, the Parties mutually covenant and agree as follows:.

1. **PROJECT SCOPE.** The Parties understand and agree that the scope of the Project is to remove the existing western-most Old Town Bridge and replace it with a new, two-lane bridge capable of carrying legal weight loads.
  
2. **PROJECT CONTRIBUTIONS.** Should the Montana Department of Commerce approved Broadwater County's MCEP application and issue a grant award for the Project, the Parties commit to provide a percentage of matching funds as proposed in the MCEP application as follows:

- A. Broadwater County will contribute, in cash, 14% of the matched portion of the project costs which is currently estimated at TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000);
- B. Gallatin County will contribute, in cash, 44% of the matched portion of project costs which is currently estimated at SEVEN HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED DOLLARS (\$786,200);

3. LONG-TERM OPERATION & MAINTENANCE. The long-term operation and maintenance of the western-most Old Town Bridge will continue to be funded by Gallatin County.

4. DURATION. This MOU will remain in effect until terminated in writing pursuant to Section 5 below.

5. TERMINATION. A party may terminate its participation in this MOU upon thirty (30) days advance written notice to the other party, if the other party materially fails to comply with the MOU's terms.

GENERAL PROVISIONS.

A. 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.

B. All notices made pursuant to this MOU shall be delivered by certified mail to the Parties at the following mailing addresses:

Broadwater County Commission  
515 Broadway Street  
Townsend Montana 59644

Gallatin County Commission  
311 West Main Street  
Bozeman, Montana 59718

C. This MOU shall be governed and interpreted according to the laws of the State of Montana.

D. Section headings are for convenience only and are not intended to define or limit any provisions of this MOU.

E. The provisions of this MOU are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision.

- F. The waiver or failure to enforce any provision of this MOU shall not operate as a waiver of any future breach, of any such provision or any other provision. No covenant, term, or condition of this MOU shall be deemed waived by either party unless such waiver shall be reduced to writing and signed by the Parties.
- G. This document represents the entire and integrated agreement among the Parties and supersedes all prior negotiations, agreements or representations, either written or oral.
- H. This MOU may be amended only by written instrument signed by the Parties.
- I. The Parties respectively, bind themselves, their successors, assigns and legal representatives to the other party and to the successors, assigns and legal representatives with respect to, all covenants, terms, or conditions of this MOU. No party may assign this MOU without the written consent of the other two parties.
- J. The original signed MOU will be filed with the Gallatin County Clerk and Recorder. A copy of the original signed MOU has the same force and effect as the original.
- K. The Parties will execute any additional documents and cooperate as reasonably necessary to effectuate the terms of this MOU.

[SIGNATURE PAGE FOLLOWS]

BROADWATER COUNTY, MONTANA

\_\_\_\_\_  
Darrel Folkvord, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Angie Paulsen, Clerk & Recorder

\_\_\_\_\_  
Date

GALLATIN COUNTY, MONTANA

\_\_\_\_\_  
Joe P. Skinner, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Eric Semerad, Clerk & Recorder

\_\_\_\_\_  
Date