

MEMORANDUM OF UNDERSTANDING FOR SHARING OF FIBER INFRASTRUCTURE

This Memorandum of Understanding for Sharing of Fiber Infrastructure (Agreement) is entered into between CITY OF BILLINGS (CITY) and YELLOWSTONE COUNTY (COUNTY) on this _____.

WHEREAS, CITY and COUNTY desire to mutually share existing fiber infrastructure to allow the CITY (220 N 27th St) to extend private network services to the “Stillwater Building” (316 N. 26th Street) and for the COUNTY (217 N 27th Street) to extend their private and secure network services to the “Miller Building” (2825 3rd Ave N) (collectively “the Buildings”). The Parties each attest that they have sole ownership of their respective Buildings, and that each leases a portion of the other’s Building.

THEREFORE, this Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

1. Term. This Agreement shall begin on November 9, 2021, and shall automatically be renewed in three (3) year increments on the same terms for as long as the Parties maintain ownership of their respective Buildings. The parties may mutually agree, in writing, to terminate this Agreement at any time. Further, either party may terminate this Agreement unilaterally with thirty (30) days advanced written notice. This Agreement will terminate automatically upon termination of the leases held by either the CITY or the COUNTY.
2. Compensation. The CITY and COUNTY agree this agreement is mutually beneficial to both parties and no charges will be assessed.
3. Existing Infrastructure Fiber:
 - The CITY and COUNTY mutually own existing fiber infrastructure connecting City Hall and the “Yellowstone County Courthouse” (217 N. 27th Street).
 - The CITY owns fiber infrastructure between “City Hall” (210 N. 27th Street) to the Miller Building.
 - The COUNTY owns fiber infrastructure between the Yellowstone County Courthouse and the Stillwater Building.
4. The COUNTY shall work with the CITY to extend two (2) Single Mode Fiber (SMF) (4 strands) of fiber from City Hall to the 3rd floor of the Stillwater Building. This will include utilization of existing fiber infrastructure between CITY and COUNTY and the COUNTY’s existing fiber infrastructure to the Stillwater Building. The COUNTY will hand-off two (2) SMF connections to the CITY at their termination location on the 3rd floor of the Stillwater Building. The CITY will be responsible for extending this fiber from the COUNTY’s 3rd floor termination location in the Stillwater Building to where the CITY requires network connectivity. The COUNTY will ensure that all CITY fiber connections are physically secured from any unauthorized access to the CITY network. The CITY plans to build fiber infrastructure that would eliminate the need to use the COUNTY existing fiber to the Stillwater Building.

5. The CITY shall work with the COUNTY to extend two (2) Single Mode Fiber (SMF) (4 strands) of fiber from the Yellowstone County Courthouse to the 4th floor of the Miller Building. This will include utilization of existing fiber infrastructure between CITY and COUNTY and the CITY's existing fiber infrastructure to the Miller Building. The CITY will hand-off two (2) SMF connections to the COUNTY at their termination location on the 4th floor of the Miller Building. The COUNTY will be responsible for extending this fiber from the CITY's 4th floor termination location to where the COUNTY requires network connectivity in the Miller Building. The CITY will ensure that all COUNTY fiber connections are physically secured from any unauthorized access to the COUNTY network.
6. This Agreement does not create any relationship whereby the Parties exchange ownership of the fibers, equipment, or other associated physical items required to complete the above acts. Each Party agrees to be solely responsible for the maintenance, costs, replacement, and damages as a result of their respective property.
- 7.
8. Authorized Representatives. The parties appoint the following authorized representatives to receive notices and to provide direct communication between the parties with respect to this Agreement:

For CITY:

IT Director, City of Billings
 210 N. 27th Street
 Billings, MT 59101

For COUNTY:

IT Director, Yellowstone County
 217 N 27th St
 Billings, MT 59101

9. No Creation of Entity, Hold Harmless. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between CITY and COUNTY. Neither CITY nor COUNTY is authorized to act on behalf of the other in any manner in relation to the subject matter of this Agreement, and neither shall be liable for the acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this Agreement. Each party agrees to indemnify and hold the other part harmless against any claims arising from the acts, errors or omissions of its employees or agents.
10. Governing Law, Informal Dispute Resolution, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court, Yellowstone County.
11. Entire Agreement and Revocation of Prior Agreements. This Agreement embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.

12. Authorized Signatures. The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of this Agreement.

13. Services Delineated between CITY and COUNTY. CITY and COUNTY will manage respectively their own fiber and network services. In the event there is a network/connectivity problem, the CITY and COUNTY will mutually work together to resolve any issues and provide accompanied access to each other's facilities for maintenance, troubleshooting, and testing.

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Passed and Adopted on _____.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

CITY COUNCIL
CITY OF BILLINGS, MONTANA

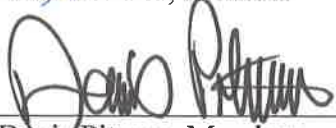


Donald W. Jones, Member

William A. Cole, Mayor



John Ostlund, Member



Denis Pitman, Member

Attest:

Attest:



Jeff Martin
Yellowstone County Clerk and Recorder

Denise R. Bohlman
City of Billings Clerk