

V

MEMORANDUM OF UNDERSTANDING TO PROVIDE TELECOMMUNICATION SERVICES

This agreement is made and entered into between the City of Gillette, Wyoming (City) a municipal corporation, and a City of the first class, of 201 East Fifth Street, Gillette, Wyoming 82716 and Campbell County, Wyoming (County). City and County may all hereinafter be referred to jointly as "Parties". The Parties make this agreement.

PURPOSE.

The purpose of this agreement is to allow an interconnection between Campbell County Rockpile Museum and the Campbell County Sheriff's Office.

FEES

The County will pay the City a onetime installation fee for two strands of fiber at a cost of \$700.00 (\$350.00 per fiber) and an estimated construction cost of \$47,000 between the Campbell County Rockpile Museum and the Campbell County Sheriff's Office. In addition, the County will pay the City a monthly service fee of \$300.00 (\$150.00 per fiber).

TERM OF AGREEMENT

This agreement will be effective upon completion of installation, and will continue for 12 months thereafter unless either party gives six months written notice. This agreement shall be deemed to have been renewed automatically for successive terms of one year unless either Party gives 90 days written notice of termination to the other party.

EQUIPMENT

The City will provide fiber patch panels and fiber optic cable necessary for the services listed in Exhibit A between the Campbell County Rockpile Museum and the Campbell County Sheriff's Office. The City will also be responsible for all maintenance of the fiber and conduit between the patch panels. The County will be responsible for the cost and installation of the demarcation point on the outside of the Rockpile Museum building. The County will also be responsible for connectivity beyond the demarcation point.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the Parties and may be modified only by a writing signed by both Parties.

AGREEMENT AND APPROVAL

This agreement shall take effect upon the approval and final execution of the agreement by the Parties. The terms of this agreement shall bind the Parties and their successors and assigns. This

agreement shall not be assigned in whole or in part without the prior written approval of the City. Any assignment without the prior written approval of the City is void. Any and all additional hardware or services that enter any County Facility must be approved by the County IT Director. It is understood the City may wish to supply services for others over the telecommunication racks; however, the intent to do so must be disclosed to the County.

CHOICE OF LAW AND VENUE

This agreement shall be governed by the law of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County, Wyoming shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this agreement.

GOVERNMENTAL IMMUNITY.

The Parties do not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to WYO. STAT. §§ 1-39-101-120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The Parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

NOTICES

Any notice shall be given in writing personally delivered to the other party or by mail postage prepaid, to the addresses above.

Dated this 1st day of October, 2019

CITY OF GILLETTE:

Louise Carter-King, Mayor

Attest: Cindy Staskiewicz, City Clerk

CAMPBELL COUNTY:



Rusty Bell, Chairperson

Campbell County Commissions

Kindia Andusan

Susan Saunders, Campbell County Clerk

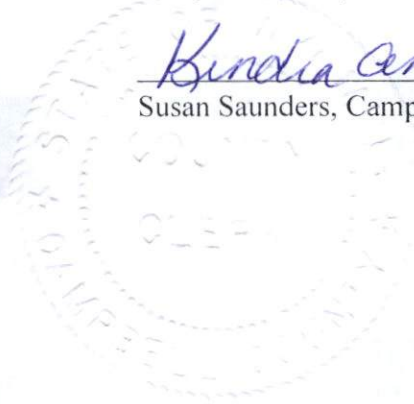


EXHIBIT “A”

The City will provide telecommunication services to the following circuits:

