Memorandum of Understanding FWP NO. 26—Toston/York Signage

Montana Fish, Wildlife & Parks – Signage at Toston Bridge FAS and York's Island FAS

This Memorandum of Understanding (MOU) FWP No. **(26-Toston/York Signage)** between the Montana Department of Fish, Wildlife & Parks (State or FWP) and the Broadwater County Development Corporation (Contractor or BCDC) (Broadwater County Trails) sets forth the agreed upon conditions, understandings, procedures, and responsibilities for each party.

The MOU's initial term is **upon final signatures**, through December 31, 2032, unless terminated earlier as provided in this MOU. In no event is this MOU binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the MOU and the procurement officer signature approving the form of the MOU do not constitute an authorized signature.

MOU Renewal. State may renew this MOU under its then-existing terms and conditions (subject to potential cost adjustments described below) in one-year intervals, or any interval that is advantageous to State. This MOU, including any renewals, may not exceed a total of ten (10) years.

Cost Adjustments Negotiated Based on Changes in Contractor's Costs. This is a no cost MOU to FWP.

Purpose: The general purpose of this MOU is for BCDC (Broadwater County Trails) to make, install and maintain one portal sign at Toston Bridge FAS and one portal sign at York's Island FAS that replicate the size, shape, structure, color and graphics of similar signs installed at Missouri Headwaters State Park.

Contractor will be responsible for the following:

BCDC (Broadwater County Trails) will make two portal signs for the Toston Bridge FAS and the York's Island FAS that replicate the size, shape, structure, color and graphics of similar signs placed at Missouri Headwaters State Park.

BCDC (Broadwater County Trails) will adjust wording on the two signs to reflect the FAS at which the signs are placed.

BCDC (Broadwater County Trails) will maintain and refresh the two signs on an annual basis, as needed.

BCDC (Broadwater County Trails) will immediately respond to any notification from FWP that a sign has been damaged, vandalized or stolen. If a new sign is required due to damage, vandalism, or theft, BCDC (Broadwater County Trails) will replace the sign as soon as possible at BCDC's (Broadwater County Trails) sole cost.

FWP will be responsible for the following:

FWP will approve the shape, structure, color and graphics of the two signs, as well as the location of installation before either sign is installed at the FAS.

FWP will, upon discovery, notify BCDC (Broadwater County Trails) if the signs are damaged, vandalized, or stolen and require immediate maintenance or replacement.

LIAISONS AND SERVICE OF NOTICES

Memorandum of Understanding Liaisons. All project management and coordination on FWP's behalf must be through a single point of contact designated as FWP's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this MOU must be coordinated between FWP's liaison and Contractor's liaison.

Linnaea Schroeer is FWP's liaison
1400 S. 19th Ave
Bozeman, MT 59718
(406) 577-7887
lschroeer@mt.gov

John Hahn is Contractor's liaison
.PO Box 698
Townsend, MT 59644
(406) 202-1050
bcdc@mt.net

Reporting
Both parties will meet and discuss the effectiveness of this MOU and any changes that need to be made to this MOU on an annual basis.

Termination for Convenience. State may, by written notice to Contractor, terminate this MOU without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least **thirty (30)** days before the effective date of termination. State shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

Liabilities.

To the extent authorized by the laws of the State of Montana, Contractor shall indemnify and hold FWP, its agents, and employees harmless from and against any and all claims, demands, or actions for damages to property or injury or death to persons or other damages to persons or entities arising out of or resulting from the performance of this MOU, or the results of this MOU.

FWP shall indemnify and hold Contractor, its agents, and employees harmless against any and all claims, demands, or actions for damages that directly or indirectly result from any negligent act or omission of FWP, its agents, or employees, pertaining to its activities and obligations under this MOU.

CONFORMANCE WITH MEMORANDUM OF UNDERSTANDING

No alteration of the terms, conditions, or specifications of the MOU shall be granted without Fish, Wildlife & Parks prior written consent. Signs provided that do not conform to the MOU terms, conditions, and specifications may be rejected and returned at Contractor's expense.

The parties through their authorized agents have executed this MOU on the dates set out below.

STATE OF MONTANA
Montana Fish, Wildlife & Parks
PO Box 200701
Helena, MT 59620-0701

BY: Linnaea Schroeer-R3 Parks and Rec Manager
(Name/Title)

(Signature)

DATE: 6/25/2026

CONTRACTOR BCDC (Broadwater Co. Trails)
PO Box 698
Townsend, MT 59644
FEDERAL ID # 81-0466461

BY: John D. Hahn – Chairman, Treasurer
(Name/Title)

(Signature)

DATE: 6/24/2026

Approved as to Legal Content:

/s/ Marty Tuttle 6-25-26
Legal Counsel (Date)