

DRAFT DATED 9-9-25

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between Three Forks, Montana ("City"), and River Oaks Communications Corporation ("Consultant" or "River Oaks").

WHEREAS, the City needs professional services in connection with work related to Telecommunications Right-of-Way Regulations and Small Wireless Facilities Regulations.

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services and labor, to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective as of September 9, 2025, and shall continue in full force and effect unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant for such services:

At the rate of \$325 per hour, plus actual expenses, in accordance with **Attachment A**.

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within thirty (30) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law as a result of this Agreement.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Attorney shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

B. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain insurance as follows:

- ☒ Commercial General Liability as described in **Attachment B**.
- ☒ Professional Liability as described in **Attachment B**.
- ☒ Automobile Liability as described in **Attachment B**.
- ☒ Workers' Compensation as described in **Attachment B**.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or

agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Montana, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:	City of Three Forks 206 S Main Street Three Forks, Montana 59752 Attention: City Attorney
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To the Consultant:	River Oaks Communications Corporation 710 Count Pourtales Drive Colorado Springs, CO 80906 Attention: Tom Duchon, President
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or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in Gallatin County Court.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

RIVER OAKS COMMUNICATIONS
CORPORATION

Date: September 12, 2025

By: Tom Duchen, President

Tom Duchen, President

CITY OF THREE FORKS, MONTANA

Date: 9-15-25

By: Randy Johnston

Name: Randy Johnston

Title: Mayor

ATTACHMENT A SCOPE OF SERVICES

SCOPE OF SERVICES

River Oaks has outlined several Tasks, some or all of which could be performed at the City's election. The work would be done remotely from Colorado. For the budgeted capped amount of \$10,000, River Oaks would perform Items A, B,C and D.

- A. Review the Three Forks City Code from a high level overview standpoint regarding Telecommunications use of the Right-of-Way.
- B. Prepare a Telecommunications Right-of-Way Code (approximately \$4,000). This would not be an analysis or a rewrite of the Zoning Code or Utility or ROW Code. Rather, it would be the preparation of a Telecommunications Code to add to existing City Codes. These Regulations would replace any existing similar regulations which are currently in place.
- C. Prepare a Wireless Ordinance to address 4G/5G/Small Cells and recent developments in FCC Orders and Federal Law. Work to develop new Small Wireless Facilities City Code Regulations (not to analyze, rewrite and amend the existing Municipal Code for Small Wireless Facilities (approximately \$6,000). These Regulations would replace any existing similar regulations which are currently in place.
- D. Work closely with the City Council and City Attorney on legal matters pertaining to these Telecommunications projects.
- E. Develop Design and Aesthetic Guidelines Template for the Cities to be able to regulate the placement, size and aesthetics of small cell facilities to the extent allowed by Federal law - \$2,550-\$3,550.
- F. Prepare a Tower Ordinance to address Towers and Macro Facilities (approximately \$4,875-\$8,750)
- G. Federal Law has very specific timeframes in which a local government must review Applications for Small Wireless Facilities. Develop a Tolling Agreement Template for use with the wireless providers to give the City more time to adequately review wireless applications and provide a Shot Clock Matrix and Narrative outlining the Federal time periods and requirements for City review and action - \$750-\$850. Negotiations and tailoring of the Tolling Agreement with the providers would be billed on an additional hourly plus expense basis.
- H. Draft and develop a Template for 4 Applications to be used by the City for SWF and Macro

Cell Providers which provide detail as to the plans and designs of the SWF and Macro Cell Facilities - \$1,200-\$1,600.

- I. Draft and negotiate other Telecom and ROW Agreements, Ground Leases for Towers, Tower Leases with other Providers and as requested by the City, review Federal and State law for the form of Agreements which pertain to telecommunications companies, telephone companies, pole attachment agreements, fiber companies, Internet Service Providers and 5G companies (approximately \$9,500- \$12,500 per Agreement per Provider for the City). Provide other Telecommunications consulting services such as drafting and negotiating a Master License Agreement (small cells), a Lease for an antenna on a water tank, Fiber Telecom Agreements with Providers who will run fiber through the City or provide service to residents and businesses (work will be done as requested). Negotiations and Drafting with the Providers would be billed on an hourly plus expense basis.

Hourly Rates:

Thomas F. Duchen, President	\$325/hour
Robert M. Duchen, Vice President	\$325/hour

Reimbursable Expenses:

Outside Clerical

Travel - upon request-airfare, hotel, rental car, airport parking and meals

Fees and Expenses

For Items A, B, C and D River Oaks will invoice the City at the rate of \$325 per hour including expenses up to a maximum cap of \$10,000. While most of the work can be done remotely and meetings can be done virtually, River Oaks is glad to attend in person if requested by the City. There will be no hourly charge for River Oaks travel time. If the City requested River Oaks assistance on items E-I, River Oaks and the City would need to mutually agree on that amount before River Oaks commenced its work on Items E-I. Additionally, unless additional funds were budgeted by the City above \$10,000, River Oaks would not be required to continue its work and the telecommunications work would then be handled by the City Attorney.

ATTACHMENT B INSURANCE REQUIREMENTS

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Colorado.
3. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving fifteen (15) days' written notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

