

COUNTY CONTRACT ROUTING FORM

CONTRACT NAME: MOA w/ Gallatin County, Gallatin County Search and Rescue, and Gallatin County Fair Board

EFFECTIVE DATE: _____ EXPIRATION DATE: _____ RENEWAL DATES: _____

RESPONSIBLE DEPARTMENT: County Commission

NOTES/INSTRUCTIONS: _____

SIGNED BY OUTSIDE PARTIES: _____ DATE SIGNED BY OUTSIDE PARTIES: _____

COUNTY ATTORNEY APPROVAL AS TO LEGAL CONTENT: _____ DATE: 12/16/02

FISCAL OFFICER APPROVAL AS TO AVAILABLE FUNDING: Ed Blackman DATE: 12/17/02

DATE SIGNED BY COMMISSIONERS: 2003-074

WHO SHOULD RECEIVE COPY OF COMPLETED CONTRACT? (Check appropriate Offices)

- | | |
|-------------------------------------------------------------------|------------------------------|
| <input checked="" type="checkbox"/> CLERK AND RECORDER [ORIGINAL] | _____ |
| <input checked="" type="checkbox"/> RESPONSIBLE DEPARTMENT | _____ HEALTH - NURSING |
| _____ COUNTY ATTORNEY | _____ HEALTH - ENVIRONMENTAL |
| _____ COUNTY COMMISSIONERS | _____ REST HOME |
| _____ FISCAL | _____ ROAD OFFICE |
| <input checked="" type="checkbox"/> AUDITOR | _____ SHERIFF OFFICE |
| _____ GRANTS | _____ WEED DEPARTMENT |
| _____ FACILITIES | |

INSURANCE COMPANY (Name): _____

Attention: _____

OTHERS (Include: Entity, Mailing Address, Phone #, and Contact Person) _____

SEARCH AND RESCUE, Martin Reardon, 74650 Gallatin Road, Gallatin Gateway, MT 59730

EOC, Jason Schrauger, c/o Disaster and Emergency Services

Gallatin County Fair Board

DATE C & R DISTRIBUTED: _____

MEMORANDUM OF AGREEMENT
GALLATIN COUNTY, GALLATIN COUNTY SEARCH AND RESCUE AND THE
GALLATIN COUNTY FAIR BOARD
EOC/SAR FACILITY

This agreement is made between Gallatin County, Montana and its Disaster and Emergency Services Department and the Emergency Operation Center (collectively herein "County"), the Gallatin County Search and Rescue Advisory Board ("SAR") and the Gallatin County Fair Board ("Fair Board").

WHEREAS, a need exists for the above parties to come together to pool their respective resources to plan, develop and construct a combination EOC/SAR facility ("Facility") in the South East corner of the Gallatin County Fairgrounds which is owned by Gallatin County and administered by the Gallatin County Fair Board; and

WHEREAS, a need exists to complete the Facility and agree to its continued maintenance and usage as well as financial obligations.

NOW, THEREFORE, it is agreed:

THE PURPOSE OF THE MEMORANDUM: The purpose of this Agreement is to provide a method and process by which a portion of the Gallatin County Fairgrounds may be used for the construction and operation of the Facility.

FINANCING AND CONSTRUCTION: The parties shall provide the following amounts to construct and operate the Facility:

1. To the overall cost of development and construction, County through its Disaster and Emergency Services Department ("DES") shall commit funds in the amount of \$175,000.00.
2. To the overall cost of development and construction, SAR shall commit funds in the amount of \$131,210.00.
3. The total cost of development and construction shall not exceed the combined amount of 1 and 2 above, including a reasonable contingency, or the project shall not commence beyond the bidding stage. The amount shall also include landscaping in accordance with Fair Board's plan.
4. The respective parties shall be allowed to use all legal means to finance their prorata contribution of the cost of development and construction.
5. The respective parties shall contribute equally in expertise, experience and effort in the process of developing and construction of the Facility which shall be no more than 9500 square feet in size.

6. The Facility shall be designed and constructed to facilitate the day to day and special operations of both SAR and DES.

7. All aspects of the Facility shall be completed in accordance with Montana law.

AGREEMENT WITH FAIR BOARD: The Facility will be subject to all operational and management rules and policies set forth in this Agreement and further:

1. SAR and DES shall assume the responsibility for maintenance and upkeep of the building and the surrounding landscape for the area including the building and 15 feet around its perimeter.

2. Fair Board shall have the right to review and approve the external finish of the building and its landscaping to assure it will be compatible with the long range plan for the Fairgrounds.

3. SAR and DES shall be responsible for paying their prorated share of the City's Tree and Street Maintenance Tax and any other assessments as they are imposed.

4. The design of the building must include all necessary underground utilities and the installation of the same shall be approved by the Fair Board.

5. SAR and DES shall pay Fair Board \$5000 annually as rent which can be paid either in cash or can be offset by SAR and DES performing volunteer work at the Fair Board on per request basis. This work would be credited against the rent amount at the rate of \$25.00/man hour. Rent shall be calculated on a County fiscal yearly basis and paid no later than the end of the fiscal year.

6. Unless Fair Board requests to remove the current facility itself within 30 days of the last party signing this agreement, SAR and DES shall be responsible for the removal of the current facility. If Fair Board exercises this contingency it shall have the building removed no less than 30 days prior to the commencement of construction of the Facility.

USE AND ACCESS OF FACILITY: Upon completion of this facility, and with the exception of emergencies or upon written permission of both SAR and DES, the only organizations or individuals allowed to access and use this facility shall be DES and SAR along with the respective sub-groups of the Gallatin County SAR Advisory Board. Fair Board shall retain keys for access to the facility in the case of an emergency.

SHARE OF THE COSTS OF UTILITIES, MAINTENANCE, ETC.: DES and SAR shall split the costs of utilities, maintenance and insurance on a monthly and annual basis in equal halves.

NO SEPARATE LEGAL ENTITY: The parties agree this Agreement does not create a separate legal entity.

AMENDMENT: This Agreement represents the entire agreement between the parties and can only be amended by written agreement by all parties. During the fifth year of this Agreement (as determined from the date of the last party to sign this Agreement) any party may commence negotiations in order to modify any of the terms and conditions herein. All parties shall participate in good faith in such negotiations. If any term is modified then a similar renegotiation may take place five years from the date of the last party to sign the modification.

TERMINATION: If DES and SAR vacate the Facility, this Agreement shall terminate and County agrees the Fair Board will become the controlling entity of the Facility.

EXECUTION OF MEMORANDUM: This Memorandum of Agreement consists of three pages. The original shall be kept in the office of the Clerk and Recorder of Gallatin County.

Gallatin County SAR Advisory Board

Gallatin County

Martin H. Rando
Chairman

John Vincent
Chair

12-13-02
Date:

1/6/03
Date:

Attest:

Shelley Vance
Attest:

Gallatin County Fair Board

Ray Raths
Chair

12-13-02
Date:

Attest: