

Memorandum of Understanding (MOU)

Between

Montana Disaster & Emergency Services

and

Gallatin County Montana

For

Use of the Gallatin County Coordination Center as an Alternate State Emergency Coordination Center (SECC) during emergencies or disasters

1. **PARTIES:** The parties to this Memorandum of Understanding are Montana Disaster and Emergency Services Division and Gallatin County. This Memorandum of Understanding is made and entered into between Gallatin County Montana and Montana Disaster & Emergency Services, hereafter referred to collectively as “Parties” and individually as “Party” participating
2. **AUTHORITY:** This Memorandum of Understanding is authorized under Montana Code Annotated Title 10 Section 3-105 “Division of Disaster and Emergency Services – Duties”.
3. **PURPOSE:** The purpose of this Understanding is to identify the terms as related to the use of and access to the Gallatin County Coordination Center at 219 E Tamarack St, Bozeman, MT 59715 as an alternate State Emergency Coordination Center (SECC).
4. **SERVICES:** This MOU exists to allow the Parties to cooperatively operate in the event of an emergency or disaster that requires use of a facility to coordinate state response.
 - a. The Gallatin County Coordination Center is owned by the County, who retains final authority on how the facility is used, agrees to allow Montana Disaster Emergency Services to operate the functions of the State Emergency Coordination Center (SECC) during an emergency or disaster when the primary facility, located at Fort Harrison, MT is unusable.
 - b. Gallatin County agrees to provide access to the facility, work space, and internet access for SECC Personnel.
 - c. MT DES will ensure personnel are equipped with proper equipment, to include laptops and mobile devices, to perform their assigned tasks.

Whenever possible, personnel and resources may be shared upon request of each Party and all resources shall be returned upon request of the lending Party, or when released by the requesting Party.
5. **PAYMENT:** Except as otherwise agreed to by the Parties use of the facility shall be at no cost. Each Party may seek reimbursement under any applicable federal or state disaster assistance programs for other expenses incurred.
6. **OTHER PROVISIONS**
 - a. Nothing in this Understanding is intended to restrict authority of either party to act as provided in statute or regulation, conflict with current law or regulation or the directives of MT DES or Gallatin County. If a term of this Understanding is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this understanding shall remain in full force and effect.

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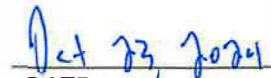
- b. This Understanding creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Understanding is not intended to be enforceable in any court of law or dispute resolution forum.
 - c. Parties of this MOU agree to indemnify and hold the other Party, its officers, employees, agents, subcontractors, or any other person for which the Party may be held liable, harmless for any civil damages for acts of omissions other than damages occasioned by gross negligence or by willful or wanton acts of omissions.
7. **EFFECTIVE DATE:** The terms of this MOU will become effective on the date the MOU is signed by the authorized representatives of both Parties.
8. **MODIFICATION:** This MOU, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU. This MOU may be modified only upon the mutual written consent of the Parties.
9. **TERMINATION:** The terms of this MOU, as modified with the mutual written consent of both Parties, will remain in effect for five (5) years. This MOU may be extended by mutual written agreement of the parties. Either party may terminate this MOU upon thirty (30) days written notice to the other Party.

In the performance of this MOU, each Party shall comply with all applicable federal, state, and local laws, rules, and regulations.

APPROVED BY:



Jim Doar, County Administrator
Gallatin County



DATE

Delila Bruno, Administrator
Montana Disaster and Emergency Services

DATE