

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Great Falls Development Authority, hereinafter called the GFDA, and the City of Great Falls, a Montana municipal corporation, hereinafter called the City.

WITNESSETH THAT:

WHEREAS, the GFDA desires to implement a Big Sky National Heritage Area Business Plan project in order to support the efforts to create the Big Sky National Heritage Area encompassing the City and surrounding communities; and

WHEREAS, the City, on behalf of the GFDA, will submit a planning grant application to the Montana Department of Commerce Big Sky Trust Fund program to provide some of the funding for the Business Plan project;

WHEREAS, the GFDA has the capacity to execute this grant in accordance with all grant requirements, subject to involvement and oversight of the City.

NOW, THEREFORE, it is understood and agreed as follows:

The City agrees to allow the GFDA to proceed with the Big Sky National Heritage Area Business Plan project with the following conditions.

Both parties agree that:

1. The GFDA will administer the grant at no cost as an in-kind contribution to the project.
2. The GFDA will act in concert with the Big Sky National Heritage Area, Inc. in all aspects of the project.
3. The City and the GFDA will not be held financially responsible for the project; funds utilized to cover the costs of the project will come from the Big Sky Trust Fund Program of the Montana Department of Commerce and from Big Sky National Heritage Area, Inc.
4. Should the Big Sky Trust Fund grant application be awarded, the City will execute the grant contract with the Montana Department of Commerce.
5. The GFDA will work with Big Sky National Heritage Area, Inc. to implement the contract and comply with the terms therein; on behalf of the City. The GFDA will complete the project and submit for reimbursement from the City; utilizing Big Sky Trust Fund grant funding. Both parties will cooperate mutually to execute the responsibilities associated with the administration of this contract.
6. The GFDA will involve the City in the planning and execution of the project. The City will review the consultant's report in order to ensure the deliverables will achieve the objectives of the grant.
7. The GFDA agrees to comply with the insurance provisions of the grant contract and provide the insurance coverages set forth therein and name the City as an additional insured under all such insurance policies.

8. The GFDA will defend, protect, indemnify, and hold harmless the City and the Montana Department of Commerce, their elected and appointed officials from any and all claims, losses, damage or cause of action of any kind or character, including the cost of defense thereof, arising from due to, or allegedly arising from or due to the acts, omissions or manner of performance of any of the services or duties under this agreement to be performed by the GFDA or its consultant professionals, including any claims by employees or third persons.
9. If either party wishes to terminate or modify this agreement, 30-day written notice shall be given by either party to the other.

IN WITNESS WHEREOF, the GFDA President is the authorized representative to sign on behalf of the Great falls Development Authority, and the Mayor or the City Manager of the City of Great Falls, on behalf of the City, has signed and affixed hereto the seal of the City.

GREAT FALLS DEVELOPMENT AUTHORITY

By _____, 20____
GFDA President

CITY OF GREAT FALLS

(SEAL & ATTEST)

By _____
Greg Doyon

City Manager
 (Title)

By _____
Lisa Kunz

City Clerk
 (Title)

APPROVED FOR LEGAL CONTENT*:

By _____
Sara Sexe

City Attorney
 (Title)

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.