

Memorandum of Understanding (MOU)
Between The Montana Department of Corrections
And Jefferson County

Section I: Parties

This Memorandum of Understanding (MOU) has been made and entered into by the Montana Department of Corrections program Montana Correctional Enterprises (MCE) and Jefferson County (County).

Section II: Purpose

The purpose of the MOU is to provide livestock grazing for MCE or its tenants on County land in exchange for the County to use MCE land for overflow parking during the Jefferson County Fair.

Section III: Responsibilities

The County agrees to allow trespass and livestock grazing to MCE or its tenants on the County land parcel described as the following: S33, T6N, R4W, W2SW4 lying S of Hwy 69. The County agrees to maintain all fences in conditions to properly contain livestock.

MCE or its tenants agree to remove livestock from the above County land prior to, and during the Jefferson County Fair and any additional events held at the Jefferson County Fairgrounds upon request of the County.

MCE or its tenants agree to practice good range management skills on the County's land as with all properties.

MCE agrees to allow trespass and vehicle parking in designated areas for the public during the Jefferson County Fair on the MCE land parcel described as the following: S33, T6N, R4W, S2SW4 lying S of Hwy 69.

The County agrees to remove all garbage and containers from the MCE land in a timely manner.

Both parties agree to keep communications open.

Section IV: Liabilities and Indemnification

MCE agrees to defend, indemnify, and hold harmless the County, its elected and appointed officials, agents, subcontractors, and employees, while acting within the

scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, against Jefferson County or its employees on account of bodily or personal injuries, death, or damage to property arising from services performed or omissions of services in connection with this MOU.

The County agrees to defend, indemnify, and hold harmless MCE, its elected and appointed officials, agents, subcontractors, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, against MCE or its employees on account of bodily or personal injuries, death, or damage to property arising from services performed or omissions of services in connection with this MOU.

Section V: Liaisons

Ross Wagner, 350 Conley Lake Road, Deer Lodge, MT 59722 (406) 846-1320 ext. 2322 serves as the MCE liaison.

Leonard Wortman, PO Box H, Boulder, MT 59632 (406) 225-4027 serves as the County's liaison.

All notices shall be directed to the parties' respective liaison or designee.

Section VI: Effective Date and Duration

The effective date of this MOU is July 1, 2014 and shall remain in effect until rescinded by either party after providing the other party with thirty (30) days advanced written notice.

Department Of Corrections

Jefferson County



Gayle Lambert, MCE Administrator

8/20/2014

Date



Leonard Wortman, Commissioner

07-15-14

Date

Department of Corrections

Colleen Lumbrose

Legal Counsel

8/13/14

Date