

DRAFT – DRAFT – DRAFT - DRAFT

**Memorandum of Agreement
Between Montana State Library and Montana Fish, Wildlife and Parks
Office Space Arrangement**

Section 1. Introduction and Purpose

The Montana State Library (MSL) and the Montana Department of Fish, Wildlife & Parks (FWP) enter into the following Memorandum of Agreement (MOA), concerning the creation and use of MSL office space by FWP staff.

FWP has been a core-funding agency of the Natural Resource Information System (NRIS), a program of the state library, since NRIS's creation in 1985. As a result of this funding, a strong interdependent relationship has developed between NRIS and the Information Management Unit within FWP. Both agencies have benefited from the sharing of technology, technical staff and solutions and for the last five years, staffs from both programs have been located on the NRIS floor, further strengthening the alliance between the two units. The opportunity has now presented itself to house additional FWP staff from other jointly beneficial programs within the MSL building.

The purpose of this agreement is to document the terms under which FWP would provide necessary funding, up to \$262,191 in FY '05, for remodeling of the MSL for the mutual benefit of FWP and MSL, in exchange for the use of a certain amount of office space by FWP within the MSL for a period of 10 years.

Section 2. Review of Responsibilities

MSL will:

1. Provide two enclosed offices of approximately 150 square feet each for supervisory personnel and 1200 square feet of adjacent open office space on the second floor of the State Library for FWP's exclusive use at no cost to FWP for the duration of this agreement.
2. Provide FWP shared use of conference/computer training space on the first floor of the State Library at mutually agreed upon times at no cost to FWP for the duration of this agreement.
3. Provide FWP staff located in the State Library use of shared copying, FAX and printing devices and administrative or network support services subject to terms of a separate annual agreement for as long as FWP staff are located in the MSL.
4. Inform and seek the approval of the MSL Commission for project plans.
5. Conduct necessary notification/negotiations the Department of Administration for architectural and construction planning and oversight.
6. Assume costs for moving all shelving and material in preparation for the project.

FWP will:

1. Provide up to \$262,191 in FY '05 for modifications to the existing MSL building as specified in the project plan developed by Karhu-Cullen Architects P.C. dated July 2004.
2. Provide necessary room dividers, desks and office equipment not covered in the separate agreement referenced in item MSL 3. (above) for FWP staff located in the MSL.
3. Provide and pay for phone and Summit Net connections for FWP staff located in the MSL.

SECTION 3: TERM

This Agreement shall remain in force from the date signed by the Director of FWP and the State Librarian until January 1, 2015.

SECTION 4: TERMINATION

1. Either party may for good cause terminate this Agreement after giving thirty (30) days written notice to the other party. FWP shall vacate offices ninety (90) days after written notice is received.
2. In the event this agreement is terminated by MSL, FWP shall be reimbursed by MSL according to the following formula:
Reimbursement due to FWP = 1/120 times the total amount of funding provided by FWP times the number of months remaining until January 1, 2015.
3. In the event this agreement is terminated by FWP, no reimbursements will be necessary.

SECTION 5. AUDIT

The Legislative Auditor, or where required by law, the Legislative Fiscal Analyst may audit all records, reports, and other documents which MSL or FWP maintains under or in the course of this Agreement to insure compliance with this Agreement. Such records, reports, and other documents may be audited at any reasonable time.

SECTION 6. MODIFICATIONS

No letter, FAX, or other communication passing between the parties to the Agreement, concerning any matter during this contract period shall be deemed a part of this Agreement unless it is distinctly stated in such letter, FAX, or communication that it is to constitute part of this Agreement, and such letter, FAX, or communication is attached as an Appendix to the Agreement and is signed by the Authorized representatives of each of the parties to this Agreement.

SECTION 7. LIAISON

The liaisons for this project are as listed below. All communications concerning the Agreement are to be addressed to these liaisons.

For the MSL: Karen Strege, State Librarian

For FWP: Chris Smith, FWP Chief of Staff

Legal Review:

For MSL:

For FWP:

Date:

Date:

Authorized Signatures:

_____ Date:
M. Jeff Hagener, Director
FWP

_____ Date:
Karen Strege
MSL