

*MOU provided by Butte 4-C’s*

**MEMORANDUM OF UNDERSTANDING**

**FOR USE OF FACILITIES IN THE EVENT OF AN EMERGENCY**

This agreement is entered into between Butte 4-C’s and ***(name of agency with facility)***. WHEREAS, ***(name of agency with facility)*** allows Butte 4-C’s to use the facilities of ***(name of agency with facility)*** with administrative offices located at ***(address of agency with facility)***, its buildings, grounds and equipment for emergency child care resource and referral services such as referrals, invoice processing, and child care provider training required in the conduct of serving families and providers, and wishes to cooperate with ***(name of agency with facility)*** for such purposes; and WHEREAS, the parties hereto mutually desire to enter into an agreement to make the aforesaid facilities of ***(name of agency with facility)*** available to Butte 4-C’s for the aforesaid use.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. ***(name of agency with facility)*** agrees that after meeting its responsibilities to its staff and constituents, it will permit, to the extent of its ability and upon request by Butte 4-C’s, the use of its physical facilities by Butte 4-C’s for child care resource and referral services such as referrals, invoice processing, and child care provider training.

2. Butte 4-C’s agrees that it shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse ***(name of agency with facility)*** for any supplies that may be used by Butte 4-C’s in the conduct of its activities in said mass emergency to perform child care resource and referral operations.

3. ***(name of agency with facility)*** agrees that there will be no charge for the facility during the emergency to Butte 4-C’s.

4. If this facility is damaged in the disaster this agreement is null and void.

5. If all that is needed is assistance in processing paperwork to perform services ***(name of agency with facility)*** agrees to help provide this service for Butte 4-C’s while they establish operations in a safe location.

6. In the event that that the Butte 4-C’s primary operating facility is incapacitated and personnel are unavailable or incapable of deploying to the local continuity of operations sites, the management, leadership responsibility, and essential functions will devolve to ***(name of agency with facility)*** devolution of operations site in Bozeman. The Executive Director of ***(name of agency with facility)*** will assume the role of Director of the Devolution Emergency Response Group according to the Butte 4-C’s Devolution of Operations Plan.

This agreement is to be executed with ***(name of agency with facility)*** and Butte 4-C’s to become effective and operative upon the date of the fixing of the last signature hereto.

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Butte 4-C’s Executive Director Date

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***(name of agency with facility)*** Executive Director Date