

Microfilm No. 050828
10 Day Sept 2004
At 5:43 O'Clock P M
Connie Owen
Clark Co. Recorder
Fee \$ 0
Deputy
Recorded at Request of
Clark County

MEMORANDUM OF UNDERSTANDING
between
CLARK COUNTY
and the
CITY OF DUBOIS

This **MEMORANDUM OF UNDERSTANDING** is hereby entered into by and between CLARK COUNTY, hereinafter referred to as County, and the CITY OF DUBOIS, hereinafter referred to as City.

A. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to provide cooperation between County and City. County and City herein agree that cooperative efforts are necessary to promote and provide for the benefit of the public for public roads.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The County and City agree that the maintenance of public roads is an important component of responsibilities of the County and City. The maintaining of roads within the County and City is important for all citizens of County and City.

C. COUNTY SHALL:

1. Provide crushed gravel to City at no cost to City for its needs for seal coating of roads found within city limits for a period of ten (10) years beginning July 2004 and ending December 31, 2014.
2. Make available to City pit run rock for City use, so long as said pit is open. Said pit is the open pit found on the property described in paragraph D below.
3. In the future should the Bureau of Land Management wish to build a fire station in the City of Dubois, County agrees to give consideration to allowing the BLM to build a fire station on County property.

D. CITY SHALL:

Transfer by Warranty Deed to County the following described property:

Part of the SW 1/4 NW 1/4 of Section 27, Township 10 North, Range 36 East, B.M., Clark County, Idaho described as:

Beginning at the NW corner of said SW 1/4 NW 1/4 of Section 27 point being S 00°04'00" W 1347.50 feet from the NW corner of said Section 27 running thence along the north line of said SW 1/4 NW 1/4 S 89°40'46" E 1384.20 feet to the east line of said SW 1/4

NW 1/4; thence along said east line S 00°23'33" W 15.03 feet; thence N 89°54'32" W 814.81 feet; thence S 00°21'28" W 817.16 feet; thence S 89°54'32" E 814.31 feet to the east line of said SW 1/4 NW 1/4; thence along said east line S 00°23'33" W 505.91 feet to the south line of said SW 1/4 NW 1/4; thence along said south line S 89°55'46" W 1376.58 feet to the west line of said SW 1/4 NW 1/4; thence along said west line N 00°04'00" E 1374.50 feet to the point of beginning.

Parcel contains 27.27 acres.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. **Responsibilities of Parties.** The County and the City and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
2. **Principal Contact.** The principal contacts for this instrument are:
 - County Contact
Mitch Whitmill, Road and Bridge Supervisor, 374-5408
 - City Contact
Richard Hunter, City Maintenance Supervisor, 374-5319
3. **Non-Fund Obligating Document:** Nothing in this MOU shall obligate either the County or the City to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the County and the City will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
4. **Establishment of Responsibility.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

CITY OF DUBOIS

CLARK COUNTY

Keith R. Sweeney


CHAIRMAN

9-8-04
DATE

8-25-04
DATE