

## **SNOW REMOVAL VEHICLE USAGE AGREEMENT**

This Snow Removal Vehicle Usage Agreement (“Agreement”) is effective December \_\_\_\_, 2021 (“Effective Date”), among Broadwater County, Montana (“County”), and the City of Townsend, Montana (“City”).

### **BACKGROUND**

The County owns two vehicles that the County rarely uses for snow removal purposes. These vehicles are generally identified as a 1988 Ford L9000 (No. 1FDYW90X9JVA47496) and a 1990 Henke Snow Plow (No. 7789) (collectively the “Plow Vehicles”).

The City lacks sufficient vehicles for snow removal and desires to use the Plow Vehicles – during and after periods of snow accumulation of eighteen inches (18”) or more – to remove the snow from City streets.

The County and the City, intending to be legally bound, agree as follows:

### **AGREEMENT TERMS**

**Background.** The background stated above is true, correct, and to the extent necessary to effectuate or interpret this Agreement, incorporated into this Agreement.

**Term of Agreement.** This Agreement is effective from the Effective Date and continues until either the County disposes of the Plow Vehicles or terminates this Agreement by providing written notice of termination to the City Clerk.

**Usage of Plow Vehicles.** After the Effective Date, and subject to the following conditions, the County shall allow the City to use the Plow Vehicles for snow removal purposes.

1. **Drivers.** The County will not provide a driver to operate the Plow Vehicles on behalf of the City. The City shall provide its own drivers, who shall hold and maintain a Montana Class A Commercial Driver’s License.
2. **Fuel.** After the City uses the Plow Vehicles, the City shall refuel the Plow Vehicles to the approximate level of fuel contained prior to such usage.
3. **Insurance.** The County shall maintain property insurance coverage for the Plow Vehicles, and the City shall maintain liability insurance coverage for the same.
4. **Damage.** Except for normal wear and tear, the City shall be responsible for the cost to repair any damage sustained to the Plow Vehicles during their operation by the City’s agents and not otherwise covered by the insurance policies of the Plow Vehicles, including the payment of insurance deductibles related to claims for such damage.
5. **Indemnification.** The City agrees to indemnify, hold harmless, and defend the County and the County’s agents concerning any and all claims, losses, damages, liabilities, and expenses reasonably incurred by County in connection with any claims made against it after the Effective Date and related to the City’s use and operation of the Plow Vehicles.

Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Montana.

Venue. Any disputes arising under this Agreement shall be resolved in the First Judicial District Court, Broadwater County, in the State of Montana.

Severability. Should any one part or section of this Agreement be determined by a Court of law to be invalid, only such section shall be affected and the remainder of this Agreement shall remain valid and enforceable.

Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and any amendment or modification to this Agreement shall not be effective unless approved in writing by all the parties to this Agreement.

**EXECUTION AND DELIVERY OF COPIES**

After an affirmative vote to adopt this Agreement at a properly noticed meeting of the governing bodies of the County and City, and subsequent execution by their appropriate and authorized officials, copies of this Agreement shall be filed in the offices of the County Clerk and Recorder and the City Clerk.

The parties execute this Agreement as of the Effective Date.

**CITY:**

City of Townsend, Montana

By: \_\_\_\_\_  
Michael Evans  
Its: Mayor

Attest: \_\_\_\_\_  
Coleen Ward  
Its: Clerk and Treasurer

**COUNTY:**

Broadwater County, Montana

By: \_\_\_\_\_  
Michael Delger  
Its: Chair, Board of Commissioners

Attest: \_\_\_\_\_  
Ann Rauser  
Its: Deputy Clerk and Recorder