

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made and entered into by and between the City of Harlowton, a Municipal Corporation, hereinafter referred to as the "City" and Wheatland County Montana, hereinafter referred to as the "County":

RECITALS

WHEREAS the County has built a centrally located garage facility and fire hall, for the housing and dispatch of the County Fire-Fighting Equipment:

WHEREAS, the City has a need for and requires a centrally located garage facility for Fire-fighting Equipment;

WHEREAS, the City and County have each adopted Resolutions approving this Agreement; the City Resolution having been adopted at the regular meeting of the Harlowton City Council held on the _____ day of _____, 2026; and the County Resolution having been adopted by the Wheatland County Commissioners at a regular meeting held on the _____ day of _____, 2026.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the City and County as follows:

I.

The County will provide garage space for the City of Harlowton Fire Truck for a period of five (5) years from the last Resolution date of either the City or County. This Memorandum of Understanding (MOU) may be revised and amended by Resolution of the City and County at any time upon mutual agreement. If either party wishes to revise and amend the MOU then they must give the other party written notice, three months prior to the expiration of the current term of the MOU. Otherwise, this MOU will automatically renew for a five (5) year period under the same terms and conditions as set forth herein.

Notwithstanding any other provision herein, this Agreement may be terminated by either party upon written notice to the other party served ninety (90) days in advance of the date of termination. Once terminated the City will be responsible for removing its equipment from the facility by the date of termination. There will be no obligations due from either party to the other at the time of termination, other than the obligations contained herein. The County will, after the date of termination of this agreement, be responsible for the utility and telephone costs associated with the facility.

II.

The City agrees that as consideration for this MOU that it will provide City utility services (water and sewer) for the Firehall, at no cost to the County.

III.

The County will be responsible for paying insurance, maintenance and repairs incurred in the operation of the County Firehall.

IV.

The City shall be responsible for the maintenance and repair of its own truck and any equipment belonging to the City.

V.

The City shall at all times, during the term of this agreement, have unhindered access to its vehicle and such access shall be by any person or persons designated by the City.

IN WITNESS WHEREOF, the City and County have executed three (3) copies of this Agreement, any executed copy to be used for all purposes as an original.

CITY OF HARLOWTON

BY _____

JACK RUNNER, MAYOR

WHEATLAND COUNTY

BY _____

CHAIRMAN, BOARD OF COUNTY
COMMISSIONERS

ATTEST

CITY CLERK
(SEAL)

ATTEST

WHEATLAND COUNTY CLERK
(SEAL)

STATE OF MONTANA)

County of Wheatland)

On this _____ day of _____, 2026, personally appeared before me Jack Runner and Anita Leach, known to me to be the City of Harlowton Mayor and City Clerk/Treasurer, Harlowton, Montana, respectively, and acknowledged to me that they executed the foregoing agreement for and on behalf of the City of Harlowton.

SUBSCRIBED AND SWORN to before me this day of _____ 2026

(SEAL)

Notary Public for the State of Montana
Residing at Harlowton, Montana
My commission expires:

STATE OF MONTANA)

County of Wheatland)

On this _____ day of _____, 2026, personally appeared before me. Jeff Sell and Megan Cameron, known to me to be the Chairman of the Wheatland County Commissioners and Clerk of Wheatland County Montana, respectively, and acknowledged to me that they executed the foregoing agreement for and on behalf of the Wheatland County

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2026 .

(SEAL)

Notary Public for the State of Montana
Residing at Harlowton, Montana
My commission expires: