

After recording return to:
Belgrade City Clerk
Thomas B. Quaw Square
91 East Central Ave.
Belgrade, MT 59714

**INTERLOCAL AGREEMENT
CITY OF BELGRADE – CENTRAL VALLEY FIRE DISTRICT**

THIS AGREEMENT is made and entered into this 14 day of December, 2022, between the **City of Belgrade**, a self-governing municipal corporation of the State of Montana, with principal offices at 91 East Central Ave., Belgrade, Montana, 59714 (hereinafter referred to as “City”), and **Central Valley Fire District**, a fire district organized and existing under the laws of the State of Montana, 215 Wings Way, Belgrade, Montana 59714 (hereinafter referred to as “District”).

WHEREAS, the City and District are separate legal entities that have individual rights and duties as outlined in Montana Code; and

WHEREAS, the City and District desire to enter into an Interlocal Agreement with the District. The District will lease office space to the City in the District Fire Station located at 215 Wings Way, Belgrade, Montana and the City will install internet services.

WHEREAS, the District and City have the authority to enter into this agreement pursuant to Sections 7-11-101 through 7-11-108, MCA.

NOW, THEREFORE, the District and the City agree as follows:

1. **PURPOSE OF INTERLOCAL AGREEMENT.** The purpose of this Interlocal Agreement is to establish the rights and duties of the City and the District regarding the City’s use and occupancy of approximately 500 square feet of office space, with desks, in the District Fire Station located at 215 Wings Way, Belgrade, Montana.
2. **DURATION.** This Agreement is effective the date both the City and District sign and date this Agreement. The initial term of this Agreement shall be one (1) year, and shall continue thereafter month to month until such time as one party provides the other party with thirty (30) days written notice of termination.
3. **INTERNET SERVICES.** The City agrees to pay any and all costs of installation of internet services to be provided by Blackfoot Communications pursuant to the terms and conditions of the Services Agreement attached hereto as Exhibit “A”. City shall pay the monthly service charge, including all taxes and any other fee, during the term of this Agreement. District shall pay the monthly service charge, including all taxes and fees, thereafter.

4. **REPRESENTATIVES.**

a. **City's Representative:** The City's Representative for the purpose of this Agreement shall be the Belgrade City Manager or such other individual the City designates in writing.

b. **District's Representative:** The District's Representative for the purpose of this Agreement shall be the Chief of the Central Valley Fire District or such other individual the District designates in writing.

5. **SEPARATE LEGAL ENTITY/ADMINISTRATION.** There shall be no separate legal entity created as a consequence of this Agreement.

6. **NON-WAIVER.** Waiver by either party of strict performance or any provision of this Agreement shall not be a waiver of or prejudice the party's rights to require strict performance of the same provision in the future or of any other provisions.

7. **TIME OF ESSENCE.** It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

8. **HEADINGS.** The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

9. **NOTICES.** All notices required under this Agreement shall be deemed properly served if delivered in writing, delivered in person, sent by email, or sent by certified or registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the City Manager, City of Belgrade, 91 E. Central, Belgrade, Montana 59714, or the Chief of the Central Valley Fire District, 215 Wings Way, Belgrade, Montana. The date of emailing, mailing or personal delivery shall be deemed the date of such notice and service thereof.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. No alterations, modifications, or additions to this Agreement shall be binding unless reduced to writing and signed by the parties to be charged herewith. No covenant, term or addition to this Agreement shall be deemed waived by either party unless such waiver shall be reduced to writing and signed by the parties.

11. **AMENDMENTS.** The terms and conditions of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto. No oral modification shall be enforceable.

12. **SEVERABILITY.** The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

13. **EFFECTIVE DATE.** This Agreement shall be effective after approval by the respective governing bodies. It is the intent that said Agreement shall be effective on the date stated in the first paragraph of this Agreement.

14. **RECORDATION.** This Agreement may be filed with the Gallatin County Clerk and Recorder and Montana Secretary of State as required by Section 7-11-107, MCA.

CITY OF BELGRADE

By: Neil Cardwell
Neil Cardwell, City Manager

ATTEST:

Susan Caldwell
Susan Caldwell, City Clerk

CENTRAL VALLEY FIRE DISTRICT

By: Greg Tryon
Greg Tryon, Chief of Central Valley Fire District

ATTEST:

Debra Bloem
office manager