



Stevensville Committee of the Whole Meeting
Agenda for
WEDNESDAY, JUNE 18, 2025
5:30 PM
206 Buck Street, Town Hall

1. Call to Order and Roll Call
2. Discussion on the Following Items
 - a. Stevensville Fire Interlocal Agreement
 - b. Lease and Operating Agreement
 - c. Sublease and Operating Agreement
3. Public Comment
4. Adjournment

Guidelines for Public Comment

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during the official public comment period should come forward to the podium and state their name and address for the record. Comment during this time maybe time limited, as determined by the chair, to allow as many people as possible to comment. Citizens wishing to comment on a motion for decision before any vote can come forward or stand in place as they wish. Comment must remain on the motion before the council.

File Attachments for Item:

- a. Stevensville Fire Interlocal Agreement

Town of Stevensville
PO Box 30
Stevensville, MT 59870

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 11th day of June, 2020, between the TOWN OF STEVENSVILLE, Montana, an incorporated town whose address is P.O. Box 30, Stevensville, Montana, 59870 ("Town") located at 206 Buck Street, and the STEVENSVILLE RURAL FIRE DISTRICT, whose address is PO Box 667 Stevensville, Montana, 59870 ("District") located at 156 Kinsman Drive.

RECITALS

WHEREAS, the Town operates and maintains a volunteer Fire Department to provide fire protection, safety and emergency response services within the Town limits; and

WHEREAS, the District is a rural fire district which has previously been properly formed, and which currently operates, pursuant to Title 7, Section 33, Part 22 of the Montana Code Annotated with the purpose and authority of providing fire protection and emergency services for property and persons within the boundaries of the District; and

WHEREAS, Article XI, Section 7 of the Montana Constitution provides that a political subdivision such as the Town of Stevensville may (a) cooperate in the exercise of any function, power, or responsibility with, (b) share the services of any officer or facilities with, and (c) transfer or delegate any function, power, responsibility, or duty of any officer to one or more other local government units, school districts, the state, or the United States; and

WHEREAS, Title 7, Chapter 11, Part 1 of the Montana Code Annotated authorizes local government units to enter into inter-local agreements to jointly perform any undertaking that each entity is authorized to perform by law; and

WHEREAS, Title 7, Chapter 33, Section 2107 authorizes a rural fire district to contract for fire protection services; and

WHEREAS, Title 7, Chapter 33, Section 2108 authorizes fire districts to enter into mutual aid agreements for protection against disasters, incidents or emergencies; and

WHEREAS, the Town and District previously entered into inter - local agreements on September 25, 2000 and August 13, 2003; June 23, 2011 and January 26, 2017; and

WHEREAS, the September 25, 2000 agreement authorized the Town and the District to utilize the Town's land to construct and maintain a building that would be under the control of the District for fire protection services. This agreement also set forth payment agreements between the Town and the District to reimburse the town for building costs of the building, which is located on Town property, but under the control of the District; and

WHEREAS, the new space shall be under the control of the District, and District shall determine what equipment of the District and the Town may be stored within.

WHEREAS, the August 13, 2003 agreement allowed the Town's Volunteer Fire Department and the District to jointly operate a Quick Response Unit ("QRU") and that all costs would be shared jointly between the two for the operation and maintenance of the QRU. This agreement further set forth a method for the District to repay costs associated with water at hydrants supplied by the Town's municipal water system; and

WHEREAS, the District has a fire department and cooperates jointly with the Town in a Quick Response Unit (QRU), with a chief and assistant chief along with volunteer firefighters and emergency personnel; and

WHEREAS, the Town's Volunteer Fire Department continues to cooperate jointly with the District in a Quick Response Unit (QRU), with a chief and assistant chief along with volunteer firefighters and emergency personnel. This joint QRU unit has been a success and both the Town and the District want to see this joint unit continue; and

WHEREAS, the cooperation of the Town and the District is important to the public health, safety and welfare. As long as the Town and the District operate within their budgets and other limitations, it has been determined to be advantageous for both entities to share equipment and to provide cooperative quick response to fire and other emergencies in both the Town and the District areas; and

WHEREAS, District is licensed to operate a Quick Response Unit for medical emergencies in its territory; and

WHEREAS, the Town owns and is licensed to operate an ambulance service for the purpose of providing back-up ambulance transport services and response to medical emergencies to the community and agrees to provide back- up transport service to District at no charge and recover costs to the Town through patient billing as applicable;

WHEREAS, the close cooperation to date of the District and the Town has shown to be more advantageous to both departments to share certain services and equipment for the Quick Response Unit; and

WHEREAS, the Town has previously provided water for the District at fire hydrants supplied by the Town's municipal water system, for which the District had agreed to pay for its share of the water and other expenses related to maintenance, repair and replacement of the fire hydrants. The Town now agrees to provide water to District free of charge and District agrees to provide water tender support to city property located outside of their fire hydrant area; and

WHEREAS, the Town and the District wish to clarify and add to the prior interlocal agreements that govern their cooperation and assistance.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, the parties agree as follows:



AGREEMENT

1. PRIOR AGREEMENTS

- a. The terms of this agreement set forth herein apply to the ongoing cooperative relationship between the Town and District.
- b. These provisions supersede the agreements of September 25, 2000 and August 13, 2003 and June 23, 2011 and January 26, 2017.

2. QUICK RESPONSE UNIT

- a. The cost of supplies for the Quick Response Unit shall be shared equally between the Town and District according to 6(d)(i) of this agreement.

3. MUNICIPAL WATER AND HYDRANT USE

- a. When District uses the Town's municipal water hydrants, District shall report this use, with gallons used, to the Town of Stevensville Water Department, or another designated party, within 24 hours of the use.

4. TOWN'S RESPONSIBILITIES

The Town of Stevensville shall be responsible for the following:

- a. Maintaining benefits, if any, for its own employees or volunteers, subject to the requirements of state law;
- b. Maintaining worker's compensation or disability coverage for its own employees or volunteers listed on their current Town fire roster, subject to the requirements of state law;
- c. Each party shall add the other party as an additional insured on their liability coverage insurance. Each party shall provide to the other proof of insurance with certificates of insurance for worker's compensation and liability coverage. The named insured will notify its insurance and worker's compensation carriers of this agreement and its terms.
- d. Maintaining property and casualty insurance policies covering both the facility premises and fire-fighting equipment and supplies owned by the Town except as heretofore provided in the two incorporated written agreements between the Town and the District.
- e. Providing fire-fighting equipment to the District for any fire or emergency within the District service area. Both parties acknowledge that the Town's obligations under this agreement to provide equipment and personnel is subject to its own needs and obligations and both parties acknowledge that the Town's need to maintain adequate fire protection for its own jurisdiction shall take priority over the needs of District.



- f. Providing personnel to operate the equipment provided by the Town when utilized within the service area of the Town or District.

5. STEVENSVILLE RURAL FIRE DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

- a. Maintaining benefits, if any, for its own employees or volunteers, subject to the requirements of state law;
- b. Maintaining worker's compensation or disability coverage for its own employees or volunteers, which will include all personnel not listed on the Town fire roster, subject to the requirements of state law;
- c. Each party shall add the other party as an additional insured on their liability coverage insurance. Each party shall provide to the other proof of insurance with certificates of insurance for worker's compensation and liability coverage. The named insured will notify its insurance and worker's compensation carriers of this agreement and its terms.
- d. Maintaining property and casualty insurance policies covering both the facility premises and fire-fighting equipment and supplies owned by the Town except as heretofore provided in the two incorporated written agreements between the Town and the District.
- e. Providing fire-fighting equipment to the Town for any fire or emergency within the Town service area. Both parties acknowledge that the District obligations under this agreement to provide equipment and personnel is subject to its own needs and obligations and both parties acknowledge that the District need to maintain adequate fire protection for its own jurisdiction shall take priority over the needs of the Town.
- f. Providing personnel to operate the equipment provided by the Town when utilized within the service area of the Town or District

6. SHARED PERSONNEL, EQUIPMENT, AND SUPPLIES

- a. Calls for Service: When both the Town and District respond to a call, the first chief or officer on the scene of the call shall be the officer in charge until formally relieved by an equal or higher-ranking officer of either party. The relieving officer shall notify the person in charge of the relief verbally.
- b. Protocol Upon Response and at Scene: At incidents all response personnel shall operate under the Standard Operating Procedures which have been jointly developed and published by the departments unless Standard Operating Procedures are inconsistent with state law, bylaws, or ordinances. In the event a Standard



Operating Procedure is inconsistent or conflicts with a mandatory provision of state law, bylaws, or ordinances, then the state law, bylaw, or ordinance shall control such actions.

- c. Equipment: In all situations where the District is providing equipment, the District shall have charge of and be responsible for ensuring that the fire, medical, and emergency equipment shall be ready for use. In all situations where the Town is providing equipment, the Town shall have charge of and be responsible for ensuring that the fire, medical, and emergency equipment shall be ready for use. District and the Town own separate apparatus that may be utilized in joint fire responses. District owns a heavy rescue truck and a reserve engine available for this use.

The Town owns a ladder truck that is available for use. District also has a maintenance bay available for use by the Town with prior coordination with the District Fire Chief.

- d. Cooperative use of supplies and equipment:

i. The cost of all QRU supplies (excluding supplies used by the Town for its ambulance transports) shall be shared equally (50/50). Approval from the Town Fire Chief and District Chief shall be required for all but routine consumable expenses and will be shared equally (50/50) unless otherwise specified prior to purchase of said equipment. Shared equipment purchased will be listed in a separate document with original purchase price and sharing percentages specified for each item. Maintenance costs on all shared equipment will be shared equally (50/50).

1. Vendor invoices shall be submitted to either the Town's Finance Officer or District for payment. The party that pays the vendor invoice shall submit an invoice with a copy of the vendor invoice to the other party for their share of the shared expenses which shall promptly be reimbursed.

ii. All supplies and equipment purchased by the Town and/or District shall be identified by a serial number. Each entity will use their identified supplies and equipment. It is understood, however, that there may be occasions in which the District needs to utilize the Town's supplies or equipment for emergency response. In such case the District shall notify the Town's fire chief of such use. Similarly, there may be occasions in which the Town needs to utilize District supplies or equipment for emergency response. In such case the Town shall notify the District fire chief of such use. All supplies or equipment shall be returned in substantially similar condition.

iii. The Repeater at Sunset Bench: The Town owns the repeater and radio license at the District Sunset Bench Fire Hall. The Town and the District shall share the use of the repeater and license. The Town and District shall



share the cost of maintenance, repair and replacement according to 6(d)(iv) outlined below.

iv. The cost of supplies for joint and cooperative efforts shall be allocated as follows: When equipment and supplies are purchased by the District or the Town and the person ordering such equipment and supplies believes the equipment and supplies are to be for purposes of the joint and cooperative efforts; then, prior to submitting such order and keeping in mind budget constraints, the District and the Town, if cost share from the Town or District is requested, must do the following:

1. Obtain the approval of the District Fire Chief in order to purchase such equipment or supplies; and
2. Obtain the approval of the Town Fire Chief in order to purchase such equipment and supplies. If the above two conditions have been met, then the cost of the purchase shall be shared as provided for under Section 6(d)(i)(1) [preceding page].

7. RELATIONSHIPS

Each entity shall be responsible for any liability incurred by its respective employees or volunteers, listed on their respective rosters, while traveling to, or from, or at, a fire or emergency in either jurisdiction.

8. HOLD HARMLESS

- a. The District shall hold the Town harmless from any and all claims relative to omissions or acts of negligence, malfeasance, and/or misfeasance by its employees and/or volunteers.
- b. The Town shall hold the District harmless from any and all claims relative to omissions or acts of negligence, malfeasance and/or misfeasance by its employees and/or volunteers.

9. TERM OF AGREEMENT

This agreement shall be effective upon execution by the Parties and shall continue to be effective until it is mutually terminated by the Parties. In addition, a party may unilaterally terminate this agreement by providing written notice to the other party. Such termination shall become effective 90 days after written notice has been provided to the other party.

10. NO ASSIGNMENT

No party shall assign any right, claim or interest under agreement. Neither party shall delegate any of their duties as set forth under the terms of this agreement.



IN WITNESS THEREOF, the undersigned parties have executed this Agreement in this day of

11th June, 2020.

Town of Stevensville

Bauman E. J.
Mayor

[Signature]
Councilperson

[Signature]
Councilperson

Rob M. L.
Councilperson

[Signature]
Councilperson

Stevensville Rural Fire District

James L. Maerkerke
Chairman/Trustee

[Signature]
Trustee

[Signature]
Trustee

Carl Breda
Trustee

Carla Baldwin
Trustee

Acknowledgment.

[Signature]
Fire Chief

[Signature]
Fire Chief



744943 - Page: 7 of 7

File Attachments for Item:

b. Lease and Operating Agreement

LEASE AND OPERATING AGREEMENT

This Lease and Operating Agreement (the "Lease") is made on this 11th day of June, by and between the Town of Stevensville ("Town"), and Stevensville Rural Fire District ("District"). This Lease Agreement is made and entered into pursuant to, and in connection with, that certain Interlocal Agreement between Town and District regarding construction and operation of the fire station at 208 Buck Street. The parties for and in consideration of the agreements herein contained do hereby agree as follows:

- A. **PROPERTY.** The Town hereby agrees to lease to the District, and the District leases from the City the Town's Fire Station, in its entirety, located at 208 Buck Street (the "Property").
- B. **TERM.** The term of this Agreement shall be for a period of five (5) years, and automatically renewed under the same terms and conditions for an additional five year term, beginning on July 1, 2020 and ending on June 30th, 2025 ("Term") unless notice of not less than thirty (30) days is given to the other party that due to changes in conditions a modification is required in the terms. These modifications may not exceed the limits set forth above, and the number of renewal periods shall not be limited unless required by law or unforeseen circumstances, or unless sooner terminated pursuant to the terms of this Agreement
- C. **PAYMENT.** District shall pay the Town as rent for the premises the sum of Five Thousand and no dollars (\$5,000.00) per annum. These costs shall be reviewed and the rent adjusted every two years, and shall not be increased more than the additional costs to the Town.
- D. **OPERATIONS.** The premises shall be used exclusively by District, its officers, agents, employees, and volunteers to provide fire protection, suppression, and medical aid services, and related activities in accordance with the Interlocal Agreement, and for no other purposes.
- E. **INSURANCE.** SRFD shall, at its expense, procure and maintain for the duration of the lease, comprehensive general liability insurance and/or self-insurance against claims for injuries to persons or damages to property that may arise from or in connection with its use of the premises, in an amount of no less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. All insurance coverage provided by SRFD shall be primary insurance as respects the Town, shall name the Town, its officials, officers, employees, agents, and volunteers as additional insureds. Coverage shall not be suspended, voided, reduced, or cancelled except after thirty days prior written notice to the Town. Failure to maintain adequate insurance may be considered grounds for the Town to terminate the Agreement without notice. At the time of execution of this agreement the SRFD shall provide the Town with evidence of compliance with these requirements.
- F. **IMPROVEMENTS AND ALTERATIONS.** If District desires to make any improvements or alterations to the Property, District must request and receive the Town's written approval

- F. **IMPROVEMENTS AND ALTERATIONS.** If District desires to make any improvements or alterations to the Property, District must request and receive the Town's written approval prior to construction or implementation of any proposed improvements or alterations. The District shall be liable to pay all costs of any improvement or alteration that the District makes. The Town assumes no financial responsibility or obligation for payment of the cost of any improvements or alterations. Any improvement or alteration to the Property made by District shall remain and become property of the Town at the end of Term or any extension of this Agreement.
- G. **REPAIR AND MAINTENANCE.** Responsibility for the maintenance of the interior and exterior of the Property, including painting, plumbing and electric repairs, structural repairs, roofing repairs, HVAC repairs, and maintenance of the grounds of the Property shall be of the Town.
- H. **UTILITIES.** The Town shall be responsible for all monthly utility charges.
- I. **INDEMNIFICATION.** The Town agrees, to the extent permitted by law, to indemnify and save harmless the District and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement and which are caused by or result from error, omission, or negligent act of the Town or of any person employed by the Town. The Town shall also save harmless the District from any and all expense, including, but not limited to, attorney fees which may be incurred by the District in litigation or otherwise resisting said claim or liabilities which may be imposed on the District as a result of such activities by the Town, its agents, or employees. This indemnity shall not include claims based upon or arising out of the negligent or willful misconduct of the District, its officers, representatives, agents, or employees. Further, this indemnity shall not require payment of a claim by District or its officers or employees as a condition precedent to District's recovery under this provision.

The District agrees to the extent permitted by law to indemnify and save harmless the Town from all claims and liabilities due to activities of itself, its representatives, agents, or employees, performed under this contract or otherwise and which are caused by or result from error, omission, or negligent or intentional act or omission of the city, its officials, agents, representatives, or employees or of any person employed by the District. The District shall also save harmless the Town from any and all expense, including, but not limited to, attorney fees which may be imposed on the Town as a result of such activities by the District, its agents, or employees. This indemnity shall not include claims based upon or arising out of the negligent or willful misconduct of Town, its officers or employees. Further, this indemnity shall not require payment of a claim by Town or its officers or employees as a condition precedent to the Town's recovery under this provision.

J. **TERMINATION AND DEFAULT.** If at any time during the term of this Agreement, either Party shall be in default of the performance of any of the agreements herein contained, and such default shall continue for a period of thirty (30) days after notice thereof in writing has been tendered by the non-defaulting Party to the defaulting Party, it shall be lawful for the non-defaulting Party at its election at or after the expiration of said thirty (30) days to declare the Agreement terminated.

K. **NOTICES.** Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery; transmitted to a Party by confirmed fax; or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

District: Stevensville Rural Fire District
Attn: President
PO Box 667
Stevensville, MT 59870

Town: Town of Stevensville
Attn: Mayor
PO Box 30
Stevensville, MT 59870
Fax: (406) 777-4284

Either Party may designate any other person or address for notice by written notice to the other Party.

L. **ASSIGNMENT AND SUBLEASING.** District may not assign the Agreement or sublease the Property without the written consent of the Town.

M. **CONDITION OF THE PROPERTY.** District has inspected the Property and accepts the Property in its present condition "AS IS" unless expressly provided otherwise in this Agreement. Town has made no express or implied warranties as to the condition or permitted use of the Property.

N. **ENTIRE AGREEMENT.** This Agreement and all Exhibits to this Agreement, which are incorporated herein by reference and made a part hereof as if set forth in full (except as modified by this Agreement), constitute the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

O. **APPLICABLE LAW AND VENUE.** This Agreement will be construed in accordance with Montana law. Venue for any action arising hereunder will be in Ravalli County, Montana.

P. NO THIRD PARTY BENEFICIARIES. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

Q. AMENDMENT. This Agreement may not be amended or modified except in writing executed by both District and Town, and authorized by their respective governing bodies.

TOWN OF STEVENSVILLE, MONTANA

By: Barbara E. [Signature], Mayor

ATTEST:

By: Al. Hoffman [Signature], Town Clerk

APPROVED AS TO FORM:

By: _____, Town Attorney

STEVENSVILLE RURAL FIRE DISTRICT

By: James A. Moerkke [Signature], President

ATTEST:

By: [Signature], Secretary

APPROVED AS TO FORM:

By: SABA [Signature], Attorney (if applicable)

File Attachments for Item:

c. Sublease and Operating Agreement

SUBLEASE AND OPERATING AGREEMENT

This is an agreement to sublet real property (hereinafter known as the "Sublease") between Stevensville Rural Fire District (SRFD) (hereinafter known as the "Sublessor") and Town of Stevensville (TOS) (hereinafter known as the "Sublessee").

Sublessor agrees to sublet, and the Sublessee agrees to take possession of the North Apparatus Bays running west to east within the property located at 208 Buck St. The sublease is for the use by Town of Stevensville Fire Department for fire department apparatus and equipment. The north bays will be considered 50 percent or half of the floor space within 208 buck St.

(hereinafter known as the "Premises") under the following terms and conditions:

I. Term. Tenancy of this Sublease shall begin with the Sublessee taking possession on the 1st day of July, 2020 and ending on the 30th day of June, 2025. and automatically renewed under the same terms and conditions for an additional five year term.

II. Rent. The rent under this Sublease shall be \$2500.00 (US Dollars) payable on the 1st of July every Year.

III. Utilities. The Sublessor agrees to pay for the following utilities: 50% or half utilities as spelled out in the master lease Between Sublessor SRFD and Sublessee TOS. All additional required utilities shall be the responsibility and expense of the Sublessee.

IV. Liability. Sublessee agrees to surrender and deliver to the Sublessor the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the premises,

the contents thereof, the living areas, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

V. Guests. There shall be no person(s) living on the Premises. Guests of the Sublessee are allowed for periods not lasting for more than forty-eight hours unless otherwise approved by the Sublessor.

VI. Security Deposit. The Sublessor shall not require a Security Deposit.

VII. Operations. The premises shall be used exclusively by Town of Stevensville Fire Department, its officers, agents, employees, and volunteers to provide fire protection, suppression, and medical aid services, and related activities in accordance with the Interlocal Agreement, and for no other purposes.

VIII. Improvements and Alterations. If Sublessee desires to make any improvements or alterations to the Property, Sublessee must request and receive the Sublessor approval prior to construction or implementation of any proposed improvements or alterations. The Sublessee shall be liable to pay all costs of any improvement or alteration that the Sublessee makes. The Sublessor assumes no financial responsibility or obligation for payment of the cost of any improvements or alterations. Any improvement or alteration to the Property made by the Sublessee shall remain and become property of the Town at the end of Term or any extension of this Agreement.

IX. Master Lease. This Sublease must follow and is subject to the original lease agreement between the Sublessor and Landlord, a copy of which has been attached, and is hereby referred to and incorporated as if it were set out here at length. The Sublessee agrees to assume all of the obligations and responsibilities of the Sublessor under the original lease for the duration of the Sublease.

X. Disputes. If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they shall agree to hold negotiations amongst themselves before any litigation.

XI. Written Agreement. This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

XII. Language. The words "Sublessor" and "Sublessee" as used herein include the plural as well as the singular; the language in this Sublease intends no regard for gender.

XIII. Smoking Policy. Smoking on the Premises
Is not allowed in the Premises or any common areas.

XIV. Original Copies. Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

XV. Landlord's Consent. The original lease between the Landlord and Sublessor:

☐ does allow subletting.

X does not allow subletting but consent by the Landlord has been given to the Sublessee to take possession of the Premises.

☐ does not allow subletting and consent by the Landlord will be asked when immediately after this Sublease has been authorized. If the Sublessee is denied by the Landlord, this Sublease shall be cancelled with the Security Deposit returned to the Sublessee with no further liabilities by either party.

XVI. Governing Law. This Sublease shall be bound to the laws in the State of Montana.

XVII. Additional Terms or Conditions. _____

XVIII. Date & Signature. The parties hereby bind themselves to this agreement

with their authorization affixed below on the 25th day of June,

TOWN OF STEVENSVILLE, MONTANA

By: Brandon E. Dewey, Mayor

ATTEST:

By: CEL. Hoffman, Town Clerk

STEVENSVILLE RURAL FIRE DISTRICT

By: James L. Moorehead, President

ATTEST:

By: Will, Secretary

Landlord's Consent

I hereby give my consent to subletting of the above-described premises as set out in this sublease agreement.

Co-Sublessee's Signature Brandon E. Dewey Date 6-25-2020

Print Brandon E. Dewey

ORIGINAL LEASE ATTACHED (INITIAL) BD JA