

**RESOLUTION NO. 3611**

**A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH DAVE SHEPHERD D/B/A SHEP'S WELDING OF MARMARTH, NORTH DAKOTA, FOR USE OF A POLARIS RANGER UTILITY VEHICLE.**

*WHEREAS*, Dave Shepherd d/b/a/ Shep's Welding, a sole proprietorship, has agreed to authorize the use of a 2013 Polaris Ranger Utility Vehicle by the City of Miles City, Montana, through its fire department;

*AND WHEREAS*, it is in the best interest of the City of Miles City to enter into a Memorandum of Understanding with Shep's Welding governing the terms and conditions of the use of said vehicle;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The Memorandum of Understanding, attached hereto as Exhibit "A," is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Contract on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Contract and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 25TH DAY OF JUNE, 2013.**

  
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C.A. Grenz, Mayor

ATTEST:

  
\_\_\_\_\_  
Lorrie Pearce, City Clerk

Exhibit "A"

**MEMORANDUM OF UNDERSTANDING**

**I. PARTIES**

This Agreement is made and entered into by and between the CITY OF MILES CITY, MONTANA, a Montana municipal corporation, of P.O. Box 910, Miles City, Montana, 59301, hereinafter "City," and Dave Shepherd d/b/a Shep's Welding, of P.O. Box 154, Marmarth, North Dakota 58643, hereinafter "Shep's."

**II. PURPOSE**

The purpose of this Agreement is set forth the terms and conditions by which City shall be authorized to utilize, by and through its fire department, a certain 2013<sup>1</sup> Polaris Ranger VIN# ~~4XARH57A4EE232730~~ hereinafter "Vehicle," owned by Shep's.

**III. AGREEMENT OF THE PARTIES**

- (a) In consideration of the obligations of the City set forth herein, Shep's hereby agrees to allow City to take possession of, and make use of the Vehicle, for purposes related to firefighting, search and rescue, and other reasonably foreseeable uses of a municipal fire department, without limitation on the number of miles the Vehicle may be used for such purposes.
- (b) City shall be responsible, through its fire department as overseen by its fire chief, for establishing a policy for the use of the Vehicle, as would be acceptable to Shep's.
- (c) City shall, through its fire department as overseen by its fire chief, ensure that all employees of City who operate the Vehicle are properly trained on its use and in driver's safety procedures.
- (d) City shall be responsible for providing liability, collision and comprehensive insurance covering the Vehicle. City shall be responsible for licensing the Vehicle and obtaining the necessary equipment to mount license plates to the Vehicle, and all equipment necessary to make the vehicle "street legal," and shall bear all costs associated with the same.
- (e) City shall be responsible for performing, or having performed, all scheduled maintenance on the Vehicle, as well as any unscheduled

maintenance as may be required from time to time. City shall bear all costs associated with said maintenance, as well as all costs associated with the use of the vehicle, including fuel.

- (f) City shall be responsible for picking up Vehicle upon the execution of this agreement, at which time City shall become responsible for Vehicle. Upon termination of this agreement as called for herein, City shall be responsible for delivering the Vehicle, with Shep's assuming responsibility for the Vehicle as soon as it is in Shep's possession.

**IV. HOLD HARMLESS**

Shep's shall not be liable for damage to any person or property occurring or arising out of City's use of the vehicle, from any cause whatsoever. City expressly agrees that it will indemnify and save harmless Shep's from and against any and all claims, actions, damages, liability or expense of any nature arising out of City's use of the Vehicle.

**V. TERM**

This Agreement becomes effective upon execution by the parties, and may be terminated by either party at any time, upon giving 14 days written notice to the other.

**VI. NOTICES**

All notices hereunder shall be delivered either in person or by U.S. Mail, First Class, postage prepaid, to the following addresses:

City: City of Miles City, Attn: MCFD,  
P.O. Box 910, Miles City, MT 59301

Shep's: Dave Shepherd d/b/a Shep's Welding  
P.O. Box 154, Marmarth, ND 58643

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# TEMPORARY VEHICLE REGISTRATION

Cut Here -- Keep this section with vehicle until registered and plated

Temporary Plate Number  
**AAFB2002**

Issue Date  
**10-08-2013**

Expiration Date  
**11-17-2013**

VIN  
**4XARH57A4EE232730**

Vehicle Year  
**2014**

Make  
**POL**

Color  
**RED**

Model

Body Style

Owner #1 Name  
**MILES CITY**

Owner #2 Name

Street Address  
**217 S. 8TH**

Mailing Address  
**P.O. BOX 910**

City  
**MILES CITY**

State  
**MT**

Zip  
**59301**

VEHICLE SALE

Selling Dealer  
**RIVERSIDE MARINE AND CYCLE LLC**  
Dealer Number  
**14D013**

Montana Department of Justice

Motor Vehicle Division