## FLATHEAD RESERVATION WATER MANAGEMENT BOARD VEHICLE STORAGE AGREEMENT

This VEHICLE STORAGE AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Flathead Reservation Water Management Board (the "Board") and the Confederated Salish and Kootenai Tribes, specifically the CSKT Safey of Dams division (the "Safety of Dams").

## RECITALS

**WHEREAS**, the Board is the owner of a 2023 Dodge Ram 1500 Crew Cab 4WD (the "Vehicle") for use by Office of the Water Engineer (the "Office") Staff for purposes of conducting Office operations.

**WHEREAS**, the Safety of Dams has a gated vehicle lot on its property located at 711 3rd Avenue N.W., Ronan, MT 59864.

**WHEREAS**, the Board desires to house the Vehicle within the Safety of Dams gated vehicle lot to ensure the safety of Staff operators and of the Vehicle itself.

**NOW THEREFORE**, in consideration of the premises and the mutual agreements herein, the Parties have agreed as follows:

## AGREEMENT

 <u>Description</u>: Safety of Dams agrees to house the Vehicle within its gated lot. Board and Office Staff may keep their privately-owned vehicle(s) within the gated lot if utilizing the Vehicle during a work day, but may not keep their privately-owned vehicle(s) on the Safety of Dams premises without first notifying their supervisor and documented with the Office.

If locked, Safety of Dams shall provide the Board with the combination to unlock the gate whenever Office Staff needs to utilize the Vehicle. The Board and Office Staff shall abide by all rules and/or policies of Safety of Dams as it pertains to their gated vehicle lot including, locking any locked gates, maintaining a clean space around the Vehicle, communicating with Safety of Dams personnel if necessary, and other such related policies.

2. <u>Term</u>: This Agreement shall continue indefinitely or until the Board is able to construct a building with a gated vehicle lot or procure property which contains a gated vehicle lot. The Board shall provide notice to Safety of Dams should it

construct a building with a gated vehicle lot or procure property containing a gated vehicle lot.

- 3. <u>Insurance</u>: During the term of this Agreement, the Board shall have and maintain vehicle insurance on the Vehicle itself and on its operators and shall be responsible for any damage or destruction done to the Vehicle.
- 4. <u>Termination</u>: The Parties may agree in writing to the mutual termination of this Agreement, in which even no damages, payments, or other sums will be owed by one to the other as a result of the termination.
- 5. **<u>Binding Effect</u>**: This Agreement shall be binding upon both Parties.

**IN WITNESS WHEREOF**, the Board and Safety of Dams have duly executed this Agreement on the date first written above.

## FLATHEAD RESERVATION WATER MANAGEMENT BOARD

CSKT SAFETY OF DAMS

By: \_\_\_\_\_

Ву: \_\_\_\_\_

\_\_\_\_\_, Board Chair