# Town of West Yellowstone/Hebgen Basin Fire District

**Joint Meeting**
**Tuesday, January 13, 2015**
**Emergency Services Building/Fire Station One, 400 Yellowstone Avenue**
**West Yellowstone, Montana**
**6:00 PM**

## Agenda

**Public Comment Period/ Comments**

| | |
|---|---|
| Proposal to purchase the Emergency Services Building (400 Yellowstone Avenue) from the Town of West Yellowstone by the Hebgen Basin Fire District for $200,000 | Discussion |
| Claims (Town Council Only) | Discussion/Action |

**The Public is invited to attend.**

FINAL

# REVISED AND CONSOLIDATED INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WEST YELLOWSTONE AND THE HEBGEN BASIN FIRE DISTRICT OF GALLATIN COUNTY

Dated Nov. 9, 2010

This Interlocal Agreement ("Agreement") by and between the following participating political subdivisions of the State of Montana: Town of West Yellowstone (the Town) and Hebgen Basin Fire District (the District), both of which are in Gallatin County. This agreement supersedes all previous agreements and amended agreements between the Town of West Yellowstone and the Hebgen Basin Fire District.

1) PURPOSE: The purpose of this Interlocal agreement is to make the most efficient use of the available resources such as personnel, apparatus, equipment, real property, operation or administrative functions, and facilities in order to meet the current and future needs of the participating agencies and the communities they serve.

2) GENERALLY: The District shall be solely responsible for the provision of services set forth in Section 7-33-2105, MCA, including fire protection, fire suppression, fire prevention and emergency medical services ("Services") within the boundaries of the District. The District shall provide a generally uniform level of service throughout the District to the extent that geographic limitations will allow, including within the boundaries of the Town, and shall in no event generally provide a lesser level of service within the Town's boundaries than outside such boundaries. The parties understand and agree that nothing in this Agreement shall preclude the District from equipping and staffing fire stations in addition to the existing Fire Stations.

3) TERM OF AGREEMENT: The District agrees to provide Services within the boundaries of the Town for a period of ten (10) years from the date of signing. The District shall provide the Services as provided in Section 7-33-2105, MCA unless terminated sooner as provided by this section:

a. Any party may serve a Notice of Intention to terminate, either personally or by certified mail, return-receipt requested, that it will stop participating in the Agreement two years after providing notice of intent to withdraw to the other party. Notice of intent to withdraw by the Town shall also be provided to the board of county commissioners. If, upon majority vote of the governing bodies of both parties that extraordinary circumstances exists, then this Agreement may be terminated at the end of any fiscal year.

b. If this Agreement is not terminated on __January 1, 2021_____ (ten years from the date of acceptance) or earlier as provided in Section 3 (a) then this Agreement shall automatically renew for successive ten (10) year terms.

4) ORGANIZATION: No joint board or separate legal entity is created by this agreement at this time.

5) FINANCING AND BUDGETING:

a. Each party shall annually, prior to the date of the approval of its budget, appoint one representative to a committee. The purpose of the committee is to provide communication amongst the parties regarding use and amount of funding contributed by the Town. The committee shall meet as decided by the members of the committee.

b. Payments by the Town. The Town agrees to pay the District the sum of $450,000 per year through the end of Fiscal Year 2011 (June 30, 2011). Payments shall be made monthly. Beginning with Fiscal Year 2012, the Town's total annual payment to the District will be increased or decreased in an amount equal to the average percentage increase or decrease of the preceding five fiscal year's resort tax collections. For Fiscal Year 2012, the total annual payment will be determined by multiplying $450,000 by the average percentage increase or decrease in resort tax collections for the preceding five fiscal years. For subsequent years, the formula for determining the total annual payment shall be: the amount of the preceding fiscal year's total annual payment multiplied by the average percentage increase or decrease in resort tax collections for the preceding five fiscal years (see Attachment One for a calculation example). The District shall use all such funds received from the Town to provide Services as required by this agreement.

6) ADMINISTRATION: The District shall hire a Fire Chief and other staff required for the proper operation of the District. The Fire Chief and other officers shall be directly responsible to the Board of Trustees of the District. The Board of the District shall have the responsibility of assuring that the Services which are specified in this Agreement or are mandated by law are fulfilled.

a. The District shall be responsible for any payments or reports of retirement system contributions pursuant to Section 19-2-506, MCA if any.

b. Indemnification. Each of the parties to this agreement shall indemnify and hold harmless the other party from any and all liability, loss or damage which a party may suffer as a result of claims, demands, costs, or judgments arising against it from the negligence or wrongful act of the other party. The party seeking indemnification under this agreement shall notify, in writing, the other party within 14 days of any claim made against the party seeking indemnification.

7) PROPERTY. Real and personal property used in these undertakings may be acquired and held by each party in proportion to their contribution to the purchase or as follows:

a. Use of Hydrants and Water. For the duration of this Agreement, the Town agrees to allow the District to utilize Town fire hydrants and water for the provision of Services and for bona fide training. The Town shall be responsible for the maintenance (including snow removal) and repair of the Town's fire hydrants. The Hebgen Basin Fire District will be responsible for annual hydrant flow testing and inspection and, time permitting, will assist with maintenance (including snow removal) and repair of the Town's fire hydrants. Hydrant flow testing and inspection records will be turned over to the Public Services Superintendent annually.

b. Title of Property. Upon execution of this Agreement, the Town will convey and transfer to the District the Town's entire interest in any and all fire, medical and other emergency apparatus, including, without limitation, all ambulances, fire engines, fire vehicles, trailers, and other fire-fighting and emergency equipment, for the cost of $1.00. The Town will also convey and transfer to the District any and all interest in any computers, telephones, radios, and other miscellaneous items. The Town will execute any necessary documents to confirm the transfer. The District will accept the items to be conveyed under this paragraph in an "as is" condition as of the date of the transfer and the Town makes no warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended.

c. Fire Station One (aka the Emergency Services Building). The Town grants the District an exclusive license to use Fire Station One located at 10 S. Faithful Street for the purposes of providing emergency services. The parties agree that other emergency services organizations will be allowed reasonable use of Fire Station One.

d. Repairs, Maintenance, and Improvements. The District shall assume all repair and maintenance costs for the real property located at 10 S. Faithful Street (Fire Station One). The District shall consult with and acquire written approval from the Town prior to making any substantial improvements to Fire Station One. A "substantial improvement" shall be any improvement that is valued at $10,000 or more. Improvements valued at more than $10,000 shall require Town Council approval; improvements valued at less than $10,000 shall require Operations Manager approval. Nothing in this Agreement shall preclude the parties from agreeing to an alternative method of valuing the impact of improvements on ownership interest.

e. Utilities. As long as the Town occupies a portion of Fire Station One, the District will pay for 90% of the shared utilities and the Town will pay for 10% of the shared utilities. The parties will review utility bills annually on January 1 to determine their respective utility costs. If the Town vacates Fire Station One, the District will pay for all utilities including, but not limited to, sewer, water, telephone, internet, electricity, natural gas, and all cleaning and bathroom supplies.

f. Real and Personal Property License. For any property not otherwise specified herein the Town grants the District an exclusive license to use and possess the personal and real property identified in this Section until such time this Agreement is terminated.

g. Insurance. The District shall insure all personal property and apparatus identified in this section. The Town will insure Fire Station One located at 10 S. Faithful, West Yellowstone, Montana. Additionally, the District shall maintain comprehensive general liability insurance coverage, naming the Town as an additional insured, with such limits and provisions as are customary and reasonable for rural fire districts in Montana.

h. Joint Ventures. The parties agree and acknowledge that it is for the mutual benefit of the Town, the District and the public interest that they coordinate efforts in performing repairs and maintenance on real and personal property. The parties further acknowledge that such coordination may include the use of equipment, machinery, and tools owned by the other party. Any liability for damage caused to equipment, machinery, and tools owned by either party will be assumed by the owner of the equipment, machinery, or tool. The cost of routine maintenance, repair, and replacement will remain with the party that owns the piece of equipment, machinery, or tool.

8) FIRE INSPECTIONS: The District shall assume responsibility for fire inspections within the corporate boundaries of the Town as provided in Section 50-61-102, MCA, on January 1, 2011.

9) DISPATCH SERVICES: The Town shall provide dispatch services for the District.

10) METHOD OF PARTIAL OR COMPLETE TERMINATION: The permissible method for accomplishing a partial or complete termination of this agreement shall be set forth in Section 3 above.

11) DISPOSAL OF PROPERTY UPON TERMINATION: The disposing of real and personal property at termination of this Agreement shall be made as follows:

a. Real and personal property owned by the Town or the District prior to annexation shall revert to its pre-annexation owner upon termination of this agreement.

b. Real and personal property purchased by the District after annexation shall be distributed, or the value of the property shall be distributed, in proportion to the contribution made by each party to the purchase of said personal property. First right of refusal will go to the party not requesting the termination.

12) CLAIMS EXISTING PRIOR TO ANNEXATION – INDEMNITY: Consistent with the terms and conditions of this Agreement the Town shall remain solely liable for all liabilities, claims, damages, demands or other expenses of any kind or nature, known or unknown, including, but not limited to, the payment of general obligation and other bonds: (a) arising out of, in connection with or stemming from the Town's ownership and usage of the assets described above, prior to annexation; or (b) arising out of, in connection with or stemming from the Town's operation of its Fire Department prior to annexation. The Town is not transferring and the District is not assuming any of the foregoing liabilities, claims, demands, damages or other expenses.

File with Secretary of State and Gallatin County Clerk and Recorder

Robert J. Godwin — 11-9-10

Robert Godwin, Chairman
Hebgen Basin Fire District Board of Directors

Date

Jamie Greene, Operations Manager
Town of West Yellowstone

10/21/10
Date

Liz Roos, Town Clerk
Town of West Yellowstone

12-1-10
Date

# Attachment One

The example below is just that: an example. These figures are not to be used as the basis for calculating any contribution by the Town to the Fire District. Rather these figures should be used to understand how the Town's contribution to the Fire District will be calculated in the future.

**FY 2008 (July 1, 2007 – June 30, 2008) Calculation**

FY 2003 increase/decrease: + 0.66 %
FY 2004 increase/decrease: + 3.28 %
FY 2005 increase/decrease: + 2.15 %
FY 2006 increase/decrease: + 6.36 %
FY 2007 increase/decrease: + 7.37 %

Five year average increase/decrease: + 3.97 %

FY2008 Annual Contribution Calculation: $450,000 x 1.0397 = $467,865.00

**FY 2009 (July 1, 2008 – June 30, 2009) Calculation**

FY 2004 increase/decrease: + 3.28 %
FY 2005 increase/decrease: + 2.15 %
FY 2006 increase/decrease: + 6.36 %
FY 2007 increase/decrease: + 7.37 %
FY 2008 increase/decrease: + 12.66 %

Five year average increase/decrease: + 6.37 %

FY2009 Annual Contribution Calculation: $467,865.00 x 1.0637 = $497,668.00

**FY 2010 (July 1, 2009 – June 30, 2010) Calculation**

FY 2005 increase/decrease: + 2.15 %
FY 2006 increase/decrease: + 6.36 %
FY 2007 increase/decrease: + 7.37 %
FY 2008 increase/decrease: + 12.66 %
FY 2009 increase/decrease: - 0.83 %

Five year average increase/decrease: + 5.55 %

FY2010 Annual Contribution Calculation: $497,668.00 x 1.0555 = $525,289.00

# HEBGEN BASIN FIRE DISTRICT

P.O. Box 1508 • West Yellowstone, MT 59758

**Station 1**
10 S. Faithful
West Yellowstone, MT 59758

**Station 2**
20 Tern Lane
West Yellowstone, MT 59758

**Station 3**
10 Denny Creek Road
West Yellowstone, MT 59758

**406-646-9094 • 406-646-9090 fax**


## Resolution 12-1-14

A RESOLUTION OF INTENT FOR THE PURPOSE OF PURCHASING THE EMERGENCY SERVICES BUILDING FROM THE TOWN OF WEST YELLOWSTONE.

Whereas, the Hebgen Basin Fire District (HBFD) and the Town of West Yellowstone (Town) have an Interlocal Agreement that defines the use and maintenance of the Emergency Services Building/Fire (ESB) Station 1; and

Whereas, the Town has vacated the ESB and HBFD is using the entire building including the former Town offices; and

Whereas, the HBFD has a need and desire to perform substantial maintenance on the building;

Whereas, under the Interlocal Agreement both HBFD and the Town have a responsibility for maintenance and care of the building; and it may be mutually agreeable and desirable to have HBFD as the owner of the building and solely responsible for its maintenance; and

Whereas, the HBFD has a desire to purchase the ESB and the Board of Trustees is authorized in MCA 7-33-2105 to make purchases and own real property;

Now Therefore Be It Resolved;

The Board of Trustees having found; that the purchase of the ESB is in the best interest of the HBFD and the community; it is the intent of the Board of Trustees to authorize $200,000 for the purchase of the ESB plus 50% of closing costs and appropriate fees. The purchase is contingent on an agreeable Memorandum of Understanding for the lease of the underlying property where the ESB is built.

Signed Robert L. Godwin Date 12/17/14

Robert Godwin----Board Chairman

* ... Over spent expenditure

| Claim | Check | Vendor #/Name/ Invoice #/Inv Date/Description | Document $/ Line $ | Disc $ | PO # | Fund | Org | Acct | Object | Proj | Cash Account |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 40612 | | 2530 West Yellowstone Sled Dog Races | 2,500.00 | | | | | | | | |
| | 01/09/14 | AFR, race purse, Jan 2015 race | 2,500.00 | | MAP | 2101 | | 410130 | 398 | | 101000 |
| 40613 | | 2632 WYSEF | 9,280.00 | | | | | | | | |
| | 01/09/14 | Rendezvous Trail Run 2014 | 9,280.00 | | MAP | 2101 | | 410130 | 398 | | 101000 |

# of Claims 2 Total: 11,780.00

| Fund/Account | Amount |
|---|---|
| 2101 Marketing & Promotions (MAP) | |
| 101000 CASH | $11,780.00 |
| Total: | $11,780.00 |