

**Gallatin River Ranch Rural Fire District
Board of Trustees
Special Meeting 4/11/2019**

Quorum Established at 1805 hours

Trustees Present: Sue Piechowski, Chair; Spencer Millimen, Vice Chair; Barbara Mack, Secretary/Treasurer; Richard Anderson.

Public Present: Wendy Ward, District Bookkeeper

GRR Fire Department Personnel Present: Marlin Sprow, Chief; Ken Weskamp, Training Officer; John Andrews, Executive Assistant/Medical Officer.

This is a Special Meeting with GRRRFD attorney Kate Dinwiddie to discuss the options available to develop closer ties with the Manhattan Rural Fire District. Attorney Dinwiddie led the discussion after Piechowski called the meeting to order at 1805 hours.

Copies of Montana Code Annotated §7-1-2121, §7-33-2106, and §7-33-2120 were provided to each Board member prior to the presentation.

Dinwiddie presented four options for consideration:

1. Consolidation.
2. Contractual combination of various department functions through an Interlocal Agreement.
3. Automatic Aid Agreement Contract.
4. No change.

CONSOLIDATION

Consolidation is the most expensive and complicated option. To handle all of the details, it is recommended that the Districts form a consolidation committee to gather the necessary information for a consolidation plan. The proposed steps would include:

1. Consolidation Committee establishment.
2. Formal review and opinion from the Gallatin County Treasurer and Finance Director on what the new mill levy would be for the consolidated new district which would provide the estimated financial impact of the consolidation on the average taxpayer in the proposed district.
3. A list and review of each district's assets, liabilities, and other obligations and where they will go upon consolidation.
4. A list and review of each district's apparatus, equipment, and personnel relative to the ultimate apparatus needs and distribution in the new district and the obligations of volunteers within the proposed new district.
5. If the two District Boards vote to consolidate they then:
 - a. Adopt a Consolidation Plan which includes:
 - i. Consolidation Timetable
 1. Effective date of consolidation after the time allowed for protests.

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- ii. Name of the new District
- iii. The boundary map of the new district
- iv. The estimated financial impact of consolidation on the average taxpayer.
- v. Statement of whether the consolidation is to be made with or without the mutual assumption of the warrant or bonded indebtedness of each district.
- b. Within 14 days of the date that the District boards vote to consolidate, notice must be:
 - i. Published as provided in §7-1-2121 or as provided in §7-1-4127 if Manhattan is classified as a third-class city or town.
 - ii. Mailed as provided in §7-1-2122 or as provided in §7-1-4129 if Manhattan is incorporated as a third-class city or town.
- c. A public hearing on the consolidation must be held within 14 days of the first publication and mailing of the above notices. The hearing must be held before the joint District Boards of Trustees at a time and place set forth in the above notices.
- d. Real property owners in each district may submit written protests opposing consolidation to the Board of their respective districts.
 - i. If within 30 days of notice publication the owners of 40% or more of the real property within an existing district and the owners of property representing 40% or more of the taxable value of property within an existing district protest the consolidation, it is void.
- 6. After consolidation, the former districts constitute a single fire district governed under MCA §7-33-2104 through §7-33-2106.
 - a. The mill levy authority under §15-10-420 for each former District must be aggregated to establish the base mill levy authority for the new district in the year following consolidation. There are other provisions regarding mill levy limits specified in §7-33-2120.
- 7. After consolidation, the County Commission will appoint a new five-member Board of Trustees for the new District.
 - a. The staggering of the terms is determined by the new board.
 - b. Trustees are elected by voters in the new district as appointee terms expire.
 - c. The new board is the governing body for the new district, with no guarantees that any of the residents of either old district will necessarily be appointed or elected to the new board.

CONTRACTUAL RELATIONSHIP

A contractual relationship can be developed between fire districts to combine various district and department functions without obligating the districts to consolidate.

1. This relationship leaves both districts intact with their separate elected Trustee Boards.
2. This allows for separate mill levies and independent financial management of the respective districts.
3. It does not involve assumption of assets or debts of either district by the other.
4. Components typically found in a contractual relationship could include:
 - a. Department management under one leadership team.
 - i. There can only be one chief.
 - ii. GRRRFD could, however, be a separate battalion.

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- iii. Firefighters would all likely become Manhattan Volunteers:
 - 1. Training with Manhattan rather than having separate training schedules and obligations.
 - 2. Responding to Manhattan incidents
 - a. Contract could potentially specify details?
 - 3. Operating under one set of policies and Standard Operating Procedures.
 - 4. Would insurance (worker's comp, AD&D insurance) be combined or separate? Must be specified in the contract.
 - 5. Call response can be discussed, including the number of calls GRR-based volunteers respond to or what they are expected to respond to.
 - a. For example, until the new bridge is in (if not done by the time the contract is in force), would GRR be expected to bring an engine to Manhattan structure fires?
 - iv. Apparatus and equipment management could be under Manhattan leadership.
 - 1. This would include routine maintenance and replacement, with other details to be determined.
 - 2. Choice of apparatus type.
 - 3. Potential later replacement, acquisition, and retirement/sale of old, obsolete, or surplus equipment.
 - v. The matter of facilities can be excluded or included depending on Board decisions.
 - 1. This would simplify the matter of the Chief's house and Station 1.
 - 2. How this would impact Station 2 decisions remains to be seen.
5. A contract of this sort typically has a multi-year term.
 6. The contract can be for a flat fee or other mutually agreeable amount.

AUTOMATIC AID AGREEMENT

This is a contract that obligates each department to respond to incidents in the other district. This is a step beyond the current mutual aid agreement that is already in place and the interlocal agreement the two districts entered into for joint and cooperative undertakings in wildland and command services on 12/8/2010. An automatic aid agreement can be as far as the relationship between the districts and departments go, or can be a stepping stone to the options listed above. Automatic aid is a likely component of a contractual agreement as above.

NO CHANGE

Neither District is under any obligation to change anything. There are advantages and disadvantages to this. The two boards of trustees have initially agreed that a closer working relationship, including the possibility of consolidation, makes good managerial sense. The question is which level the relationship should take.

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QUESTIONS TO CONSIDER

Dinwiddie emphasized that it is important for the Trustees to consider what they are looking for before drilling down to specifics. Questions discussed include:

1. How should this look in the end?
2. How much independence does the district board want?
 - a. Total: no change.
 - b. Partial: Automatic Aid Agreement or Contractual Agreement.
 - c. None: consolidation.
3. How much do we want to combine finances?
4. How difficult do we foresee negotiations to be regarding facilities, debts, obligations?
5. How will any of these moves affect volunteers?
 - a. Will volunteers resign if they are obligated to become Manhattan volunteers?
 - b. Will that inhibit future volunteer recruitment?
 - c. How will this affect reserve or auxiliary volunteers?
6. What do we do about facilities?
7. What is the scope of services we want in the case of a contract?
 - a. Automatic Aid on all calls, or just some?
 - i. What do we cover without Manhattan coming? (service or medical calls?)
 - b. What things or services do we combine?
 - c. What do we expect to have “on site” in our district?

The Board of Trustees will consider the possibilities in upcoming meetings. Executive Assistant will query Gallatin County Treasurer regarding mill rate change revenue effects.

The meeting was adjourned at 1926 hours.

Susan Piechowski, Chair

Barbara Mack, Secretary