



COUNTY ATTORNEY MEETING COMMUNITY ROOM

This meeting may be closed to the public.

March 7, 2022 @ 1:45 PM

- **Discussion re:** Mental Health Update.
- **Discussion re:** Three Forks Ambulance Service District and Amendments to Interlocal Agreement.
- **Discussion and Decision re:** Public Hearing on Floodplain Permit No. 2022-021, Riverbend Glamping Getaway.

AN AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF THREE FORKS
AND THE COUNTY OF GALLATIN
FOR THE ADMINISTRATION OF THE
THREE FORKS AMBULANCE SERVICE DISTRICT
INCLUDING BROADWATER COUNTY, EXPANDING THE DISTRICT AND
MODIFYING APPOINTMENT OF THE BOARD

THIS AMENDED INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 20____, by and between THE CITY OF THREE FORKS, a municipal corporation, with address of P.O. Box 187, Three Forks, Montana 59752, hereinafter referred to as "City", and THE COUNTY OF GALLATIN, a county-political subdivision located within of the State of Montana, with address of 311 West Main Street, Bozeman, Montana 59715, hereinafter referred to as "County Gallatin", and THE COUNTY OF BROADWATER, a political subdivision of the State of Montana, with address of 515 Broadway, Townsend, Montana 56944, hereinafter referred to as "Broadwater".

WHEREAS, the City and Gallatin formed the Three Forks Ambulance Service District by Interlocal Agreement, adopted on July 14, 1992, hereinafter referred to as "Interlocal"; and

WHEREAS, the City and County Gallatin have adopted ordinances for the creation of THE THREE FORKS AREA AMBULANCE SERVICE DISTRICT, hereinafter referred to as "District", pursuant to §§7-11-1101 through 1112, M.C.A.; and

WHEREAS the ordinances require the City and County Gallatin to adopt an interlocal agreement for the administration of the District; and

WHEREAS since 1992 the population growth in southern Broadwater County has occurred which necessitates providing services contemplated in the original Interlocal.

NOW THEREFORE, in mutual consideration of the covenants and conditions contained herein, the City, Gallatin and Broadwater enter into the Amended Interlocal regarding the District it is hereby agreed as follows:

1. Duration.

This Interlocal Agreement shall be effective upon the mutual acceptance, approval and ratification by the City and County, Gallatin and Broadwater. This Agreement Interlocal shall continue until either any party provides the other partyies thirty (30) days' notice, in writing, of that party's desire to terminate the Agreement Interlocal. Additionally, this Agreement Interlocal may be terminated upon mutual consent of the parties.

2. Organization.

~~The District shall be administered by a board of directions consisting of five (5) members. The Gallatin County Commission shall appoint one member who resides in the geographic area of the former Logan School District and one member who resides in the rural area of the Three Forks School District outside the corporate limits of the City and excluding the area of the former Logan School District. The Three Forks City Council shall appoint one member who resides in the City and one member who resides in the Willow Creek School District. The County Commission and City Council shall jointly appoint one member from the personnel who operate the ambulance service.~~

~~_____The initial terms of the directors shall be as follows:~~

- ~~A. One (1) year for the directors from the area of the former Logan School District and Willow Creek School District.~~
- ~~B. Two (2) years for the directors from the rural area of the Three Forks School District and the City.~~
- ~~B. Three (3) years for the director representing the ambulance service.~~

~~Upon expiration of the initial terms each director shall serve a three (3) year term.~~

~~The District shall be administered by a Board of Directors consisting of five (5) members appointed as follows:~~

- ~~A. Two (2) members appointed by the City.~~
- ~~B. Two (2) members appointed by Gallatin.~~
- ~~C. One (1) member appointed by Broadwater.~~

~~The Board members shall reside anywhere in the District.~~

~~The term for an appointed Board member shall be three (3) years.~~

3. Purpose.

The services to be provided by the District shall be an ambulance with necessary equipment, transportation and emergency medical attention. The District is necessary to treat medical emergencies by eliminating ambulance service which must come from Bozeman, Montana, and for the general convenience and necessity for transporting people needing medical attention from ~~Three Forks~~ the City, Gallatin and Broadwater to hospitals of the patient's choice.

4. Financing.

The costs of financing and operating the District shall be paid by contributions, donations and revenues for services provided. There may also be a special levy for not

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more than five (5) mills on the taxable value of all property within the District, including the property located in ~~the County- Gallatin and Broadwater~~ within the District and property within the City, as authorized by §7-11-1112, M.C.A., and the ordinances adopted by ~~the County-Gallatin, Broadwater~~ and City.

The Board of Directors shall submit a proposed budget to ~~the County- Gallatin and Broadwater~~ in the way provided for other county offices and departments under Title 7, Chapter 6, Part 23, and to the City in the way provided for other city offices and departments under Title 7, Chapter 6, Part 42. The ~~County-Gallatin and Broadwater~~ Commission~~s~~ and the City Council shall agree upon the budget.

5. Distribution of Assets Upon Termination.

Upon termination of this Agreement, the parties may dispose of the real and personal property in such manner as they deem appropriate, including but not limited to distributing the property to other districts in the area of the ambulance service district, by mutual agreement of the parties. In the event the property is not disposed of by mutual agreement either party may purchase any or all of the real and personal property by paying the other party its ratio of the city-county tax levy for the appraisal price as established by a third party. If ~~both- the~~ parties desire a specific item, then lots shall be drawn to determine which party may purchase it. Property which is not purchased by the parties or otherwise disposed of will be distributed to other districts in the District.

6. Administration.

- A. The Board of Directors may employ on a full or part-time basis a clerk who will act as clerk, billing clerk and bookkeeper for the District. The clerk shall submit reports and minutes at each monthly meeting of the Board. The clerk shall not be a member of the Board of Directors.
- B. The Board shall elect a chairman and other necessary officers.
- C. The Board shall adopt bylaws to govern meetings.
- D. The Board shall hold regular meetings and special meetings if necessary.

7. Ownership of Property.

The District shall be authorized to acquire, hold and dispose of real and personal property necessary to accomplish the goals described herein. All assets shall be held in the name of the District. The chairman of the Board shall be entitled to give a bill of sale or deed to any real or personal property evidencing any transfer or acquisition of such property. The District shall be subject to all the rights, benefits, restrictions and limitations imposed by Montana law on cities, municipalities and counties as it relates to the sale, leasing and disposal of real and personal property.

8. Boundaries of District

The 1992 boundaries for the District are attached hereto as Exhibit 1, 3 pages. The boundaries as amended are and accepted set forth in Exhibit 2.

9. Loans and Creation of Debt.

The District shall have the power and authority to borrow money, execute promissory notes and other documentary evidences of indebtedness in accordance with Montana law for counties and cities and make all payments necessary for the repayment of any loans or acquisition of credit necessary for the implementation of any purpose of the District.

The District may sue and be sued. The Board of Directors has jurisdiction and power to direct and control the prosecution and defense of all suits to which the District is a party. The Board of Directors may employ an attorney to represent the District.

8.10. Amendment.

This agreement can be amended at any time so long as such amendment is executed in writing and approved by ~~both the County Gallatin, Broadwater~~ and City.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and date first written above.

CITY OF THREE FORKS

By: _____
Its: _____

ATTEST:

Clerk of the City Council

APPROVED BY:

Susan B. Swimley, Attorney for
City of Three Forks

GALLATIN COUNTY COMMISSION

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

Gallatin County Clerk & Recorder

APPROVED BY:

Marty Lambert, Attorney for Gallatin
County

**BROADWATER COUNTY
COMMISSION**

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

Broadwater County Clerk & Recorder

APPROVED BY:

_____, Attorney for

Broadwater County

Resolution 2019- 8

**A Resolution Defining the Boundaries of the Three Forks
Area Ambulance Service District Within Broadwater County in the Wheatland Area CDP**

WHEREAS, the Broadwater County Commission wishes to define the boundaries of the Three Forks Area Ambulance Service district within Broadwater County, Montana; and

WHEREAS, the Three Forks Area Ambulance Service District is a private non-profit ambulance service that provides emergency medical services to the citizens located within the southern portion of Broadwater County, Montana; and

WHEREAS, the legal description for the area located within Broadwater County designated as Wheatland Area CDP Area ESN Zone 354 is as follows:

All lands laying South of the North line of Sections 13, 14, 15, 16, 17 and 18 of Township 3 North Range 1 East, and Township 3 North and Range 2 East, situated in Broadwater County, Montana.


NOW, THEREFORE BE IT RESOLVED that the Broadwater Board of County Commissioners shall define and adopt by Resolution the boundaries as defined in the legal description contained above the Three Forks Area Ambulance Service District within Broadwater County, Montana.

Dated this 13th day of May 2019.

Broadwater County Commissioners


Mike Delger


Darrel Folkvord


Laura Ober

ATTEST:


Doug Ellis, Clerk & Recorder/Treasurer

182727 Fee: \$ 0.00

BROADWATER COUNTY Filed 5/13/2019 at 3:53 PM
Douglas D. Ellis, Clk & Rcdr By  Deput

RECEIVED AUG 27 1992 600#93-050

Gallatin County, Montana



Mike Salvagni

County Attorney

615 South 16th Avenue - Room 100

Bozeman, Montana 59715

Telephone: (406) 585-1410

FAX: (406) 585-1363

August 23, 1992

J. Robert Planalp
Attorney at Law
P.O. Box 1
Bozeman, Montana 59715

Re: Three Forks Ambulance District

Dear Bob:

Enclosed is a copy of the fully executed interlocal agreement between Gallatin County and Three Forks for the ambulance district. I have the original in my file.

Thank you for your cooperation and assistance in this matter.

Sincerely,

Mike Salvagni
County Attorney

enclosure

cc: County Commissioners (with copy of agreement)

3 Don

AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF THREE FORKS AND THE COUNTY OF GALLATIN FOR THE
ADMINISTRATION OF THE THREE FORKS AMBULANCE SERVICE DISTRICT

THIS INTERLOCAL AGREEMENT, made and entered into this 14th day of July, 1992, by and between the City of Three Forks, a municipal corporation, hereinafter referred to as "City" and the County of Gallatin, a county located within the State of Montana, hereinafter referred to as "County".

WHEREAS, the City and County have adopted ordinances for the creation of the Three Forks Area Ambulance Service District pursuant to Sections 7-11-1101 through 1112, MCA; and

WHEREAS, the ordinances require the City and County to adopt an interlocal agreement for the administration of the Three Forks Area Ambulance Service District;

NOW THEREFORE, in mutual consideration of the covenants and conditions contained herein, it is hereby agreed as follows:

1. Duration

This Interlocal Agreement shall be effective upon the mutual acceptance, approval and ratification by the City and County. This Agreement shall continue until either party provides to the other party 30 days notice, in writing, of that party's desire to terminate the Agreement. Additionally, this Agreement may be terminated upon mutual consent of the parties.

2. Organization

The Three Forks Area Ambulance Service District shall be administered by a board of directors consisting of five members. The Gallatin County Commission shall appoint one member who resides in the geographic area of the former Logan School District and one member who resides in the rural area of the Three Forks School District outside the corporate limits of the City of Three Forks and excluding the area of the former Logan School District. The Three Forks City Council shall appoint one member who resides in the City of Three Forks and one member who resides in the Willow Creek School District. The County Commission and City Council shall jointly appoint one member from the personnel who operate the ambulance service.

The initial terms of the directors shall be as follows:

- a. 1 year for the directors from the area of the former Logan School District and Willow Creek School District.
- b. 2 years for the directors from the rural area of the Three Forks School District and the City of Three Forks.
- c. 3 years for the director representing the ambulance service.

Upon expiration of the initial terms each director shall serve a 3 year term.

3. Purpose

The services to be provided by the District shall be an ambulance with necessary equipment, transportation and emergency medical attention. The District is necessary to treat medical emergencies by eliminating ambulance service which must come from Bozeman, Montana, and for the general convenience and necessity for transporting people needing medical attention from Three Forks to hospitals of the patient's choice.

4. Financing

The costs of financing and operating the district shall be paid by contributions, donations and revenues for services provided. There may also be a special levy for not more than 5 mills on the taxable value of all property within the District, including the property located in the County within the District and property within the City, as authorized by Section 7-11-1112, MCA, and the ordinances adopted by the County and City.

The Board of Directors shall submit a proposed budget to the County in the way provided for other county offices and departments under Title 7, Chapter 6, part 23, and to the City in the way provided for other city offices and departments under Title 7, Chapter 6, Part 42. The County Commission and the City Council shall agree upon the budget.

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otherwise disposed of will be distributed to other districts in the ambulance service district.

6. Administration

- a. The Board of Directors may employ on a full or part-time basis a clerk who will act as clerk, billing clerk and bookkeeper for the Three Forks Ambulance Service District. The clerk shall submit reports and minutes at each monthly meeting of the Board. The clerk shall not be a member of the Board of Directors.
- b. The Board shall elect a chairman and other necessary officers.
- c. The Board shall adopt bylaws to govern meetings.
- d. The Board shall hold regular meetings and special meetings as necessary.

7. Ownership of Property

The Three Forks Area Ambulance Service District shall be authorized to acquire, hold and dispose of real and personal property necessary to accomplish the goals described herein. All assets shall be held in the name of the Three Forks Area Ambulance Service District. The chairman of the Board shall be entitled to give a bill of sale or deed to any real or personal property evidencing any transfer or acquisition of such property. The Ambulance Service District shall be subject to all the rights, benefits, restrictions and limitation imposed by Montana law on cities, municipalities and counties as it relates to the sale, leasing and disposal of real and personal property.

8. Loans and Creation of Debt

The District shall have the power and authority to borrow money, execute promissory notes and other documentary evidences of indebtedness in accordance with Montana law for counties and cities and make all payments necessary for the repayment of any loans or acquisition of credit necessary for the implementation of any purpose of the District.

The District may sue and be sued. The Board of Directors has jurisdiction and power to direct and control the prosecution and defense of all suits to which the District is a party. The Board of Directors may employ an attorney to represent the District.

9. Amendment

This agreement can be amended any time so long as such amendment is executed in writing and approved by both the County

and City.

IN WITNESS WHEREOF, the parties have set their hand and seal
the day and date first written above.

CITY OF THREE FORKS

By Bonnie Mae Cook
Mayor

ATTEST:

Sharon S. Smith
Clerk of the Council

Approved: J. Robert Planaly
J. Robert Planaly
Three Forks City Attorney

BOARD OF COUNTY COMMISSIONERS OF GALLATIN COUNTY

Jane Jelinski
Jane Jelinski, Chair

A.D. Pruitt
A.D. Pruitt, Member

Deb Berglund
Deb Berglund, Member

ATTEST:

Shelley M. Cheney
Shelley M. Cheney, Clerk and Recorder

Approved: Mike Salvagni
Mike Salvagni
Gallatin County Attorney

Exhibit 1

THREE FORKS AREA AMBULANCE SERVICE DISTRICT BOUNDARY

Beginning at the southeast corner of section thirteen (13), township two (2) south, range one (1) east; thence west along the section line to the southwest corner of section thirteen (13); thence north to the northwest corner of section thirteen (13); thence west to the southwest corner of section eleven (11); thence north to the northwest corner of section eleven (11); thence west to the southwest corner of section three (3); thence north to the northwest corner of section three (3), all in township two (2) south, range one (1) east; thence west to the southwest corner of section thirty-three (33); thence north to the northwest corner of section thirty-three (33); thence west to the southwest corner of section twenty-nine (29); thence north to the northwest corner of section twenty-nine (29); thence west to the southwest corner of section nineteen (19); thence north to the northwest corner of section nineteen (19), all in township one (1) south, range one (1) east; thence west along the section line to the southwest corner of section fifteen (15); thence north along the section line to the northwest corner of section ten (10); thence west along the section line to the southwest corner of section five (5); thence north to the northwest corner of section five (5); thence west along the north line of section six (6) to the northwest corner thereof, all in township one (1) south, range one (1) west; thence west along the south line of section thirty-six (36), township one (1) north, range two (2) west, to the southwest corner thereof; thence north along the west line of said section thirty-six (36) to a point in the center of the main channel of Jefferson River; thence down the middle of the Jefferson River to its mouth; thence down the middle of the Missouri River to the intersection with a curve line 500 feet southeasterly from the main line of the Chicago, Milwaukee, and St. Paul Railroad where the same crosses the Missouri River; thence in a general northeasterly direction 500 feet distant from and parallel to the center line of the Chicago, Milwaukee, and St. Paul Railroad to the west line of section nine (9), township four (4) north, range three (3) east; thence north along said west line to a point therein 500 feet distant from, in a northerly direction, the center line of the said Chicago, Milwaukee, and St. Paul Railroad; thence in a general northeasterly direction parallel to and 500 feet distant from the center line of the Chicago, Milwaukee, and St. Paul Railroad to the west line of section three (3) township four (4) north, range three (3) east; thence north along the west boundary of section three (3) to the northwest corner thereof; thence east along the first standard parallel north to the southwest corner of section thirty-four (34), township five (5) north, range three (3) east; thence north along the section line to the west quarter corner of section fifteen (15), township five (5) north, range three (3) east; thence east along the half section line to the east quarter corner of section seventeen (17); thence south along the section line to the southeast corner of section thirty-two (32), all in township five (5) north, range four (4) east; thence west along

the first standard parallel north to the northeast corner of section five (5); thence south along the section line to the southeast corner of section thirty-two (32); thence west to the southwest corner of section thirty-one (31), all in township four (4) north, range four (4) east; thence south to the northwest corner of section nineteen (19); thence east along the section line to the northeast corner of section nineteen (19); thence south to the southeast quarter of section thirty (30); thence west to the southwest corner of section thirty (30), all in township three (3) north, range four (4) east; thence south to the southeast corner of section one (1); thence west to the north quarter corner of section ten (10); thence south along the quarter section line to the south quarter corner of section ten (10); thence west along the section line to the north sixteenth corner of the northeast quarter of section eighteen (18); thence south along the sixteenth section line to the center sixteenth corner of the northeast quarter of section eighteen (18); thence west to the center sixteenth corner of the northwest quarter of section eighteen (18); thence south to the west center sixteenth corner of section eighteen (18); thence east along the quarter section line to the east quarter corner of section eighteen (18); thence south along the section line to the southeast corner of section eighteen (18); thence west to the southwest corner of section eighteen (18); thence south to the northwest corner of section thirty-one (31); thence east to the north quarter corner of section thirty-one (31); thence south along the quarter section line to the center quarter corner of section thirty-one (31); thence west to the west quarter corner of section thirty-one (31), all in township two (2) north, range three (3) east; thence south along the section line to the southeast corner of section one (1); thence west to the southwest corner of section eleven (11); thence west to the southwest corner of section eleven (11); thence south to the southeast corner of section thirty-four (34), all in township one (1) north, range two (2) east; thence west to the northeast corner of section three (3), township one (1) south, range two (2) east; thence south to the southeast corner of section ten (10); thence west to the southwest corner of section seven (7), township two (2) south, range two (2) east; thence south to the southeast corner of section thirteen (13), township two (2) south, range one (1) east, that being the point of beginning, all located within Gallatin County, Montana.

