Staff Memo

TO: Mayor Muhlfeld and City Council

FROM: Dana Meeker, City Manager

DATE: October 27, 2026

RE: Whitefish Fire Service Area Update

WHITEFISH FIRE SERVICE AREA UPDATE

The Whitefish Fire Service Area (WFSA) was established by the Flathead County Board of Commissioners in 1989 to provide funding for fire protection services to residents and properties located outside the City of Whitefish but within the designated rural service area. Under this arrangement, the City contracts to provide fire protection and related services to the WFSA.

Over time, compensation from the WFSA has not kept pace with the City's increasing costs to provide these services. Rising personnel, equipment, training, facility, and operational costs have significantly increased the expense of delivering fire protection services.

In recent years, significant residential and commercial development within the WFSA has further increased the demand for fire protection and emergency response services. This growth has resulted in higher call volumes, increased service expectations, and greater resource demands on the Whitefish Fire Department. To maintain service levels and meet community needs, the City has continued to invest in staffing, apparatus, equipment, facilities, and operational capabilities.

The current Interlocal Agreement obligates the City to provide fire protection services through June 30, 2036. However, the Agreement also recognizes that timely emergency response cannot be guaranteed when Whitefish Fire Department personnel, apparatus, or other resources are already committed to incidents or when overall service capacity is strained. As growth continues throughout both the City and the WFSA, the challenge extends beyond the gap between service costs and WFSA funding. The more critical question is whether staffing levels, response resources, and service delivery models can keep pace with increasing demand to ensure acceptable and timely emergency response throughout both jurisdictions.

The WFSA Board is evaluating the current funding model to ensure it remains equitable, sustainable, and reflective of the actual costs associated with providing the level of fire protection services expected by WFSA residents. During the work session, the WFSA Board will provide an update on the following:

1. 2026 Plan and Status Update
2. Fire Protection Service Challenges and Public Feedback from WFSA Residents
3. Future Considerations and Next Steps

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RESOLUTION NO. 20-42

A Resolution of the City Council of the City of Whitefish, Montana, approving an Interlocal Agreement for fire protection services with the Whitefish Fire Service Area.

WHEREAS, for the purpose of aiding and cooperating in the provision of fire protection services to the Whitefish Fire Service Area and within the City of Whitefish, the City and the Whitefish Fire Service Area have a long-standing history of working together. The City and Whitefish Fire Service Area wish to continue their working relationship under the terms and conditions of the Interlocal Agreement, attached as Exhibit "A," and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Whitefish, Montana, as follows:

Section 1: The Interlocal Agreement between the City of Whitefish and the Whitefish Fire Service Area, a copy of which is attached as Exhibit "A," is hereby approved.

Section 2: The Whitefish City Manager is authorized to execute the attached Agreement on behalf of the City of Whitefish and is directed to fulfill all of the City's obligations under such Agreement.

Section 3: This Resolution shall take effect immediately upon its adoption by the City Council and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS 7TH DAY OF DECEMBER 2020.

John M. Muhlfeld, Mayor

ATTEST:

Michelle Howke, City Clerk

CITY OF WHITEFISH CORPORATE SEAL MONTANA

STATE OF MONTANA
County of Flathead } SS
City of Whitefish

I hereby certify that the instrument to which this certificate is affixed is a true, correct and compared copy of the original on file in the office of the Clerk of the City of Whitefish.

Witness my hand and the seal of the City of Whitefish, Flathead County, Montana, this 8th day of December 2020

by Michelle Howke
Clerk

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into as of the 15th day of December, 2020, by and between the City of Whitefish, a municipal corporation ("Whitefish"), and the Whitefish Fire Service Area, a fire service area created by the Flathead County Board of Commissioners pursuant to Section 7-33-2401, et seq., MCA ("WFSA"), with respect to the following facts:

A. Whitefish has an established Fire Department, consisting of trained firefighting personnel who operate firefighting trucks, ladders, accessories, and other equipment.

B. Whitefish, through its Fire Department, has the capability of fighting fires in structures not exceeding 35 feet in height from any one side.

C. There is considerable expense incurred by Whitefish and its taxpayers for the purchase, maintenance and operation of fire equipment, and the hiring and retention of firefighting personnel. Whitefish agrees that such firefighting personnel and equipment be used for such purposes.

D. Whitefish has a combination fire department with both career and volunteer firefighters. Any candidates wishing to volunteer to protect the WFSA can volunteer with Whitefish and provide that protection today. By volunteering with Whitefish, the individual is covered by the workers compensation insurance and eligible for the volunteer firefighter pension program. Training is also provided to national standards levels and all certifications obtained would be transferable should they leave Whitefish for a new fire department.

E. The WFSA desires to avail itself of such firefighting personnel and equipment when the need arises and is willing to pay reasonable consideration for the use of such personnel and equipment.

NOW THEREFORE, it is mutually agreed between the Parties as follows:

1. Interlocal Agreement. This Agreement is established pursuant to the Interlocal Cooperation Act, Section 7-11-101, et seq., MCA. The purpose of this Agreement is to establish a relationship in which the Whitefish Fire Department responds to fire and rescue calls, including but not limited to structure fires, property fires, hazmat material response, wildland fire initial attack, structure protection, rescues, vehicle accidents, and pedestrian accidents, within the Whitefish Fire Service Area, and the WFSA fairly and adequately compensates Whitefish for such services.

2. Term. Except as provided in this section, the term of this Agreement shall be for a period of five (5) years, beginning on the 1st day of July 2021, and terminating on the 30th day of June 2026. In the event either Party does not desire to renew this Agreement for an additional period, a written notice of the intent to terminate this Agreement shall be delivered, to the appropriate representatives of the other Party, at least twelve (12) calendar months before the expiration of this Agreement. If such notice of intent is not delivered within the time period set forth above, then this Agreement shall automatically be extended for an additional one (1) year

term, and such extensions shall automatically continue until such notice is given. Annual compensation for any automatic extension shall be calculated at the same growth rate of the previous year.

Given interest by the WFSA to explore the possibility of a volunteer fire department, should the WFSA create and determine its own fire department is ready to accept responsibility for WFSA fire protection services, this Agreement will terminate six months after the notice of intent is provided to the City, but no earlier than June 30, 2024. Details of the transition process are included in Section 16.

3. Compensation Package. The WFSA shall pay to Whitefish compensation for this service, in the amounts shown below, to be used as deemed necessary by Whitefish for, but not limited to, fire equipment, training, salaries, supplies, etc.

This Agreement will provide for a onetime payment for Whitefish equipment purchase assistance of $100,000. Payment will be made to Whitefish within 30 days of the final payment made by Whitefish for the new equipment.

The Parties agree that semi-annual payments for each fiscal year shall be made to Whitefish by the 15th of July and the 15th of January as follows:

Fiscal Year	Total Amount	July Payment	January Payment
2022	$314,189	$157,094	$157,095
2023	$326,757	$163,378	$163,379
2024	$339,827	$169,913	$169,914
2025	$353,420	$176,710	$176,710
2026	$367,557	$183,778	$183,779

4. Whitefish Sole Control. Whitefish shall act solely under its own best judgment in responding to any fire or rescue calls, and shall be free of the control of any entity including the WFSA, in the methods and procedures used for any such fire or incident it is called upon to respond. WFSA shall have no authority to direct Whitefish or its personnel in their response to fire or rescue calls, or regarding any operational matters. Whitefish shall be responsible for the employment, compensation, and all employer contributions for all personnel, both volunteer and full-time firefighters.

5. Subrogation. WFSA grants to Whitefish a right of subrogation against any third parties suspected of or alleged to be (or found to be) liable or responsible for the setting or starting of any fire or incident, whether by negligence or other theory of liability, and in response to which Whitefish is required to expend resources by this Agreements.

6. WFSA Fire Station(s). The Parties acknowledge and agree that any fire stations owned by the WFSA shall be made reasonably available for use by Whitefish as it deems necessary and appropriate, without payment of any rent or other compensation by Whitefish. WFSA equipment will have priority to utilize all bays. The WFSA shall be responsible for and shall pay for all maintenance, insurance, upkeep, and utilities associated with fire stations that it owns.

WFSA will contract one deep cleaning annually for each fire station. Whitefish will be responsible for all cleaning behind themselves and their use of the stations. Whitefish will be responsible for all cleaning of the Burn Tower.

7. WFSA Burn Tower. The Parties acknowledge and agree that the burn tower owned by the WFSA shall be made available for use by Whitefish to train as it deems necessary and appropriate, without payment of any rent or other compensation by Whitefish during the term of this Agreement. The WFSA shall be responsible for and shall pay for all maintenance, including annual inspections per the National Fire Protection Association (NFPA) and manufacturer, insurance, upkeep, and utilities associated with the burn tower. Annual inspections will be scheduled and tracked by Whitefish. Dates of inspection and cost estimates will be given to WFSA when scheduled. WFSA agrees to pay for inspections within 30 days of receipt of invoice.

While damage was sustained to the burn room during a training session held by Whitefish, Whitefish was not negligent in its actions. Whitefish shall compensate WFSA for 50% of the repair and upgrade costs in an amount up to $30,000 supported by paid invoices to repair and upgrade the burn room. Any remaining amount in excess of $30,000 will be paid by the WFSA.

8. Ambulance Service. WFSA Whitefish, through its agreement with Flathead County EMS, has exclusive rights to provide first responder ambulance service within the WFSA. The WFSA shall not be required to pay compensation with respect to such ambulance service. None of the compensation to be paid by the WFSA under this Agreement is considered by the parties to be compensation for ambulance service.

Whitefish firefighters support the Whitefish ambulance first responders with additional staffing to assist with many situations including, but not limited to:

- Lifting and carrying patients
- Vehicle Extrication
- Water and Ice Rescue
- Traffic Control
- Labor intensive medical procedures like "Pit-Crew CPR"
- Establishing an LZ for the Alert Medical Helicopter
- Decontamination at Hazmat scenes
- Technical Rescue (rope, confined space, trench)

Should WFSA operate its own volunteer fire department and this Agreement terminate, the responsibility of providing fire, rescue and hazmat services will fall to the new WFSA fire department. The ability of the WFSA fire department to provide these services in timely manner will affect the safety of the Whitefish ambulance first responders and patients. Whitefish must provide for the safety of its first responders and will evaluate the ability to continue to provide ambulance services to the WFSA should inadequate support occur as a result of this Agreement terminating. Whitefish and the WFSA do agree that an option to provide that support service could be a later negotiated contract to compensate Whitefish for that service.

9. Whitefish Insurance. Whitefish agrees to carry insurance protecting itself against damage by reason of personal injuries which may be sustained by its personnel while on duty, and for property damage which may be caused through negligent operation of this equipment by its agents or servants, but not otherwise.

10. Indemnification. Whitefish agrees to indemnify, defend, and hold WFSA harmless from any and all claims, liabilities, demands or causes of action arising from Whitefish's duties, obligations, and performance under the terms of this Agreement. WFSA agrees to indemnify, defend, and hold Whitefish harmless from any and all claims, liabilities, demands or causes of action arising from WFSA's duties, obligations, and performance under the terms of this Agreement.

11. No Restriction on Whitefish. Nothing in this Agreement shall be interpreted to prohibit or restrict Whitefish from contracting to provide firefighting or ambulance services to other individuals or entities.

12. Coordination Meetings – Annual Report. WFSA Board and Chief of Whitefish Fire Department shall meet at least once per year for the purpose of cooperation/coordination, problem identification and contract performance review. In February, the Fire Department shall present an annual report to the Board detailing all services that were provided by Whitefish Fire Dept. within the past calendar year including, but not limited to: number of structure fires, average response times for structure fires, number of structure fires where other fire departments participated, false alarms, vehicle accidents where fire trucks/apparatus attended, ambulance calls, mutual aid calls answered outside the WFSA, time spent on calls (actual figures will be provided if readily available), and trend data (including percentages) associated with each category. Numbers should be included for calls within the City of Whitefish, within the WFSA and Mutual Aid outside the WFSA.

13. WFSA Boundaries. The WFSA Board may consider changes and extensions of the WFSA boundaries. Any extensions approved by the WFSA will not be covered by this Agreement without approval by the Whitefish City Council. Final approval or disapproval will be given by the Flathead County Commissioners.

14. Acts of God. It is understood and agreed that acts of God, such as inclement weather, impassable roads, or forces beyond the control of Whitefish, shall excuse performance on its part; it being fully understood that circumstances might exist whereby the equipment, manpower and other resources of the Whitefish Fire Department might be over-taxed to the extent that service might be impaired. Such contingency is mitigated by the execution of mutual aid agreements herein mentioned.

15. Notice of Default. Should either Party conclude that the other is in default with regard to any terms or conditions of this Agreement, written notice shall be provided to the other Party detailing the claim of default. Each of the Parties agrees to respond promptly to such written notice. In the event such alleged default cannot be resolved within a period of forty-five (45) days, arbitration shall take place. One arbitrator shall be chosen by each of the Parties and those two arbitrators shall pick a third arbitrator, mutually acceptable. The three arbitrators shall take

evidence by hearing, written exhibits, consideration of contractual provisions or any other expedient method and shall, by majority vote of two out of three, resolve the issue. This arbitration shall be binding upon both Parties.

16. Other Acts of Cooperation. With the potential for the WFSA to create and manage its own volunteer fire department Whitefish will transition fire protection services to the WFSA upon the termination date of this Agreement as described in Section 2.

Montana Code Annotated dictates there is only one Fire Chief with specific power and duties per jurisdiction. While Whitefish is under contract to provide fire protection to the WFSA, the Whitefish Fire Chief shall fill the role of Fire Chief for the WFSA. Once the WFSA creates its own fire department the Board of Trustees will appoint a Fire Chief who shall fill the role of Fire Chief upon termination of this Agreement.

Prior to the termination of this Agreement, Whitefish volunteer firefighters wishing to protect the WFSA may respond to the nearest fire station when called to an emergency. Response will follow Whitefish Standard Operating Procedures based on the emergency call and the volunteer's qualifications. The apparatus responding and volunteer crew will constitute an "Engine Company" and fall into the Incident Command Structure established on each emergency scene. Typically, the Incident Commander is the on-duty Captain or senior Whitefish Firefighter and may transfer to a later arriving Chief Officer.

As the numbers of volunteers grow that respond out of a fire station in the WFSA additional training will be provided and Company Officers (Lieutenants or Captains) may be appointed to supervise their responders within the Incident Command System.

As described in Section 2, if the WFSA determines it will provide its own fire protection services through a volunteer fire department the WFSA will notify the City of the date of separation no less than six months before the transition date. On that date, the relationship between Whitefish and the new WFSA volunteer fire department will move to mutual-aid partners and follow the Flathead County mutual-aid agreement. The responsible fire department (host agency) will provide the Incident Commander and responding mutual-aid companies will have a Company Officer who supervises their Company and reports into the Incident Command Structure. At any time, a Company may leave an emergency if determined necessary by the Company Officer.

During the term of this Agreement WFSA volunteers may respond mutual-aid and fall under the command of Whitefish if each volunteer firefighter is outfitted with NFPA turnout gear, an approved self-contained breathing apparatus, and are trained to a NFPA Firefighter 1 level.

WFSA agrees that Whitefish will have use of the burn tower throughout this 5-year contract. Should WFSA separate to a volunteer system, Whitefish will be able to use the tower at any time that a prior scheduled training is not planned.

17. Venue. It is understood that venue for enforcement of this Agreement shall be in Flathead County, should any legal action be commenced or required.

18. Attorneys' Fees. In the event of any litigation or arbitration to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing Party shall be entitled to reasonable attorneys' fees as fixed by the court or arbitrator.

19. Mutual Aid. WFSA agrees that it will not object to any Mutual Aid agreements that have been signed by Whitefish and that affect WFSA boundaries. Should WFSA proceed with a volunteer fire department in accordance with Section 2, it will be the responsibility of the WFSA to negotiate a mutual aid agreement with Whitefish and other Flathead County agencies.

20. Invalidity. Should any term or provision of this Agreement be held invalid or unenforceable by any court, for any reason, the remaining terms and conditions shall be in full force and effect, and unaffected by the illegality or invalidity of any other term or condition.

21. Approval by Commissioners. The Parties understand and agree that the funding and fee schedule upon which this Agreement is predicated must be approved by the Flathead County Commissioners in accordance with Section 7-33-2404 MCA. Should such funding and fee schedules be disapproved by the Flathead County Commissioners, then either Party may declare this Agreement null and void, after first providing thirty (30) days prior written notice to the other Party.

22. Necessary Acts. Each Party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

23. Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

24. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto relating to the subject matter contained in this Agreement which are not fully expressed herein. The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon the written consent of all Parties to this Agreement.

25. No New Entity. No separate legal entity is created pursuant to the terms of this Agreement.

26. No Jointly Owned Property. The Parties shall not jointly acquire or own any property, nor shall the Parties be required to contribute funds or bear any expenses other than those identified herein.

27. No Wavier. The waiver by one Party of the performance of any covenant, conditions or promise shall not invalidate this Agreement, nor shall it be considered as a waiver by such Party of any other covenant, condition, or promise. The delay in pursuing any remedy or in insisting upon full performance for any breach or failure of any covenant, condition or promise

shall not prevent a Party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands through their respective representatives this 15th day of December, 2020.

CITY OF WHITEFISH,
a municipal corporation

By: _____
Dana Smith, City Manager

WHITEFISH FIRE DEPARTMENT

By: _____
Joseph Page, Fire Chief

CITY OF WHITEFISH CORPORATE SEAL MONTANA

WHITEFISH FIRE SERVICE AREA

_____
Mark Carlson, Chairman

_____
Dennis Oliver, Treasurer

_____
Jim Dyon, Secretary

_____
Cal Dyck, Board Member

_____
James Deats, Board Member

RESOLUTION NO. 24-25

A Resolution of the City Council of the City of Whitefish, Montana, approving an amendment to the Interlocal Agreement for fire protection services with the Whitefish Fire Service Area.

WHEREAS, on December 7, 2020, the Whitefish City Council adopted Resolution No. 20-42, approving the Interlocal Agreement for fire protection services with the Whitefish Fire Service Area (WFSA); and

WHEREAS, the WFSA expressed its desire to purchase a fire truck for transfer to the Whitefish Fire Department, and extend the term of the Interlocal Agreement; and

WHEREAS, the Whitefish City Council held a work session on May 6, 2024, to discuss the proposed amendments to the Interlocal Agreement and provided direction to staff to continue negotiations with the WFSA, with some minor modifications; and

WHEREAS, staff and the WFSA Boad negotiated the Amendment to Interlocal Agreement between the City of Whitefish and the Whitefish Fire Service Area, attached as Exhibit "A," and incorporated herein by reference; and

WHEREAS, it is in the best interest of the City of Whitefish, and its inhabitants, to approve the Amendment to the Interlocal Agreement for fire protection services with the Whitefish Fire Service Area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Whitefish, Montana, as follows:

Section 1: The Amendment to the Interlocal Agreement between the City of Whitefish and the Whitefish Fire Service Area, a copy of which is attached as Exhibit "A," is hereby approved.

Section 2: The Whitefish City Manager is authorized to execute the attached Agreement on behalf of the City of Whitefish and is directed to fulfill all of the City's obligations under such Agreement.

Section 3: This Resolution shall take effect immediately upon its adoption by the City Council and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS 1ST DAY OF JULY 2024.

John M. Muhlfeld, Mayor

ATTEST:

Michelle Howke, City Clerk

Exhibit A

AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF WHITEFISH AND THE WHITEFISH FIRE SERVICE AREA

THIS AMENDMENT is entered into as of the 11th day of July, 2024, by and between the City of Whitefish, a municipal corporation ("Whitefish"), and the Whitefish Fire Service Area, a fire service area created by the Flathead County Board of Commissioners pursuant to Section 7-33-2401, et seq., MCA ("WFSA"), with respect to the following facts:

A. Whitefish and the WFSA executed an Interlocal Agreement to establish a relationship in which the Whitefish Fire Department responds to fire and rescue calls, including but not limited to structure fires, property fires, hazmat material response, wildland fire initial attack, structure protection, rescues, vehicle accidents, and pedestrian accidents, within the Whitefish Fire Service Area through June 30, 2026.

B. There is considerable expense incurred by Whitefish and its taxpayers for the purchase, maintenance and operation of fire equipment, and the hiring and retention of firefighting personnel. Therefore, in consideration of the expense incurred by Whitefish, the WFSA provides annual payments in accordance with the Interlocal Agreement for the services provided to its residents, as well as access to and use of Station 22 and the training facility, which are maintained and paid for by the WFSA.

C. WFSA is diligently working to find ways to increase the compensation provided to Whitefish and relieve City taxpayers from paying for any cost of service provided to the WFSA.

D. Whitefish has identified fire apparatus that must be replaced over the next five years and comes at a significant cost. The Interlocal Agreement requires WFSA to contribute $100,000 towards these capital expenses through Fiscal Year 2026.

E. In consideration of the needs of Whitefish, the WFSA intends to purchase a new fire engine at an estimated cost of $700,000.

NOW THEREFORE, it is mutually agreed between the Parties as follows:

Section 3 is replaced as follows:

3. Compensation Package. The WFSA shall pay to Whitefish compensation for this service, in the amounts shown below, to be used as deemed necessary by Whitefish for, but not limited to, fire equipment, training, salaries, supplies, etc.

The Parties agree that semi-annual payments for each fiscal year shall be made to Whitefish by the 15th of July and the 15th of January as follows:

Fiscal Year	Annual Payment	July Payment	January Payment
2022	$ 314,189	$ 157,094	$ 157,095
2023	$ 326,757	$ 163,378	$ 163,379
2024	$ 339,827	$ 163,913	$ 169,914
2025	$ 353,420	$ 176,710	$ 176,710
2026	$ 367,557	$ 183,778	$ 183,779
2027	$ 382,259	$ 191,130	$ 191,129
2028	$ 397,549	$ 198,775	$ 198,774
2029	$ 413,451	$ 206,726	$ 206,725
2030	$ 429,989	$ 214,995	$ 214,994
2031	$ 447,189	$ 223,595	$ 223,594
2032	$ 465,076	$ 232,538	$ 232,538
2033	$ 483,680	$ 241,840	$ 241,840
2034	$ 503,027	$ 251,514	$ 251,513
2035	$ 523,148	$ 261,574	$ 261,574
2036	$ 544,074	$ 272,037	$ 272,037

Capital Contribution. The WFSA will purchase a fire engine based on specifications mutually agreed upon by both parties at an estimated price of $700,000. WFSA will order the fire engine no later than June 30, 2025, and transfer ownership to Whitefish within 30 days of delivery at no cost.

Starting in Fiscal Year 2027, if the WFSA increases its assessment, or property tax levy, resulting in the payment to Whitefish equaling less than 70% of tax revenue budgeted by WFSA, both Parties will negotiate and mutually agree upon increases to the compensation for services as detailed within this Section. If the Parties are unable to mutually agree upon changes to compensation, either Party may terminate the Agreement by providing written notice at least twelve (12) calendar months prior to its termination.

Section 2 is amended as follows:

2. Term. Term of the Agreement shall terminate on the 30th day of June 2036. In the event either Party does not desire to renew this Agreement for an additional period, a written notice of the intent to terminate this Agreement shall be delivered, to the appropriate representatives of the other Party, at least twelve (12) calendar months before the expiration of this Agreement. If such notice of intent is not delivered within the time period set forth above, then this Agreement shall automatically be extended for an additional one (1) year term, and such extensions shall automatically continue until such notice is given. Annual compensation for any automatic extension shall increase 5% each year.

Section 7 is amended as follows:

> WFSA Burn Tower. The Parties acknowledge and agree that the burn tower owned by the WFSA shall be made available for use by Whitefish to train as it deems necessary and appropriate, without payment of any rent or other compensation by Whitefish during the term of this Agreement. Whitefish will immediately notify the Executive Director of the WFSA if any damage, or suspected damage, to the burn tower is caused by a training exercise held by Whitefish. The WFSA shall be responsible for, and shall pay for, all maintenance, including annual inspections per the National Fire Protection Association (NFPA) and manufacturer, insurance, upkeep, and utilities associated with the burn tower. Annual inspections will be scheduled and tracked by Whitefish. Dates of inspection and cost estimates will be given to WFSA when scheduled. WFSA agrees to pay for inspections within 30 days of receipt of invoice.

All remaining language will remain intact and in full force and effect through the term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands through their respective representatives this 11th day of July, 2024.

CITY OF WHITEFISH,
a municipal corporation

By: _____
Dana Smith, City Manager

WHITEFISH FIRE DEPARTMENT

By: _____
Cole Hadley, Fire Chief

WHITEFISH FIRE SERVICE AREA

_____
Chairman

_____
Treasurer

_____
~~Secretary~~
Board member

_____
Board Member

_____
~~Board Member~~
VICE CHAIR