

# INTERAGENCY MASTER AGREEMENT

Between

HELENA REGIONAL AIRPORT AUTHORITY

and

CITY OF HELENA

This Interagency Master Agreement (“Agreement”), dated this \_\_\_\_ day of \_\_\_\_\_, 2021, is made by and between the **City of Helena, Lewis and Clark County, Montana** (“City”), a municipal subdivision of the State of Montana, and **HELENA REGIONAL AIRPORT AUTHORITY**, a regional airport authority established pursuant to Mont. Code Ann. § 67-11-103, 2850 Mercer Loop, Helena, Montana 59602 (“Airport”).

## RECITALS

**WHEREAS**, City and Airport are parties to several separate agreements under which Airport leases certain properties to City for various purposes and City provides certain services to Airport;

**WHEREAS**, City desires to continue to lease office space from Airport for purposes of its law enforcement functions and officers, Airport has office space available in the lower level of its terminal which Airport is willing to make available to City, and both parties believe the safety and security of the traveling public and the Airport will be improved and enhanced by the continuing presence of law enforcement officers in the Airport terminal and in close proximity to Airport operations;

**WHEREAS**, City desires to continue to lease office space from Airport for purposes of its “911” law enforcement functions, Airport is willing to continue to lease to City for such purposes space in the second level of the Training Building at the Rocky Mountain Emergency Services Training Center (RMESTC), and both parties believe the safety and security of the area would be improved and enhanced by the continued presence of the City’s “911” operations and activities in such leased premises;

**WHEREAS**, City desires to continue to lease space on Airport property for City’s use as a shooting range for the City of Helena Police Department and other supporting law enforcement agencies and Airport is willing to continue to lease such space to City for such purposes;

**WHEREAS**, City desires to continue to lease space on Airport property for location and operation of the City of Helena Fire Department’s fire training “smokehouse” and Airport is willing to continue to lease such space to City for such purposes;

**WHEREAS**, City desires to continue to maintain walking and biking paths and trails on Airport property and Airport is willing to permit City to do so over routes that will not interfere with Airport operations or activities;

**WHEREAS**, the parties desire to memorialize their agreements regarding maintenance and improvements to certain streets and roads located on or adjacent to Airport property;

**WHEREAS**, City and Airport are parties to an Agreement providing for transfer of ownership and repair, maintenance and replacement of certain wastewater infrastructure from Airport to the City, providing for use of such infrastructure, and providing for City access to certain Airport property for purposes of repair, maintenance, replacement and operation of such infrastructure; and

**WHEREAS**, the parties desire to continue to provide the respective leases and services to each other, to clarify the terms of such agreements, to specify the consideration provided by the parties to each other for the various leases and services in a manner consistent with federal aviation laws and grant assurances, and to memorialize all the various agreements between them in a single document;

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, City and Airport hereby agree as follows:

#### **I. Patrol Division Office Lease.**

1. Airport leases to City and City leases from Airport space and facilities for City's Police Department Patrol Division operations, consisting of 4,202 square feet, a separate 120 square foot office, a separate, secure weapons storage room, fourteen (14) ready parking spaces, ten (10) employee parking spaces, and additional employee parking permits. The premises leased to the City are shown on the floor plan attached hereto as Exhibit "A" and incorporated herein by reference. Such lease shall be one of the "Leases" and such premises shall be part of the "Leased Premises" for purposes of Section VI of this Agreement.

2. Airport will provide all utilities for the leased premises and janitorial services for the leased space.

3. City acknowledges that there is other adjacent space located in the lower level of the Terminal Building that will be utilized by other parties including but not limited to the Transportation Security Administration (TSA). City will provide an access control system on doors and other security devices for the Patrol Division space to protect City's records and operations.

4. City's Police Department will provide the following services to Airport:

(a) Respond to the passenger screening/gate area within fifteen (15) minutes of notification/summoning, in compliance with responsibilities defined by the Transportation Security Administration ("TSA"), 14 CFR 1542 regulations, and regular appearances by an officer during primary flight times to demonstrate the presence of law enforcement at the Airport; and

(b) Exercise arrest authority as provided to the rest of the City.

5. The Airport will be responsible for the shell of the leased space under the Patrol Division Lease, which includes a warmed/cooled, lighted shell space including flooring and wall paint. Internal tenant improvements outside of the shell components, specific to the operation of

the Police Department, if needed to be upgraded or modified, will be planned out cooperatively by the Airport and City and the capital costs will be split 50/50 between the City and Airport. City will be solely responsible for any furniture or equipment necessary for the operation of the Department's activities.

## **II. "911" Dispatch Center Lease.**

1. Airport leases to City, and City leases from Airport, space consisting of 2,302 square feet of office space, 552 square feet of additional storage space and nine (9) employee parking spaces for City's "911" Dispatch Center operations. The premises leased to the City are shown on the floor plan attached hereto as Exhibit "B" and incorporated herein by reference. Such lease shall be one of the "Leases" and such premises shall be part of the "Leased Premises" for purposes of Section VI of this Agreement.

2. Airport will provide all utilities for the leased premises including janitorial services.

3. In the event that City desires additional space for such operations in the future, and provided that space is available, Airport will provide additional space to be leased to City on terms and conditions to be agreed upon at that time.

4. The Airport will be responsible for the shell of the leased space under the "911" Dispatch Center Lease, which includes a warmed/cooled, lighted shell space including flooring and wall paint. Internal tenant improvements outside of the shell components, specific to the operation of the "911" Dispatch Center, if needed to be upgraded or modified, will be planned out cooperatively by the Airport and City and the capital costs will be split 50/50 between the City and Airport. City will be solely responsible for any furniture or equipment necessary for the operation of the Dispatch Center activities.

## **III. Gun/EOD Range Lease.**

1. Airport leases to City and City leases from Airport 4.4 acres of Airport property for City's use as a shooting range for the City of Helena Police Department and other supporting law enforcement agencies. The premises leased to the City are shown on the drawing attached hereto as Exhibit "C" and incorporated herein by reference. Such lease shall be one of the "Leases" and such premises shall be part of the "Leased Premises" for purposes of Section VI of this Agreement.

2. City agrees to provide and maintain all improvements to the range and range facilities including the access road off Airport Road.

3. City agrees that whenever EOD Team disposal of incendiary devices occurs, the Airport Operations Department will be notified prior to exploding ordinance by calling (406)-439-2821 so the Airport can notify the FAA Air Traffic Control Tower and Airport Fire Departments of the upcoming explosions and concussions.

## **IV. Helena Fire Department Smokehouse Training Structure Lease.**

1. Airport leases to City and City leases from Airport an area for location of the Helena Fire Department's fire training "smokehouse" structure. The premises leased to City are shown on the drawing attached hereto as Exhibit "D" and incorporated herein by reference. The current location as shown on Exhibit D is temporary and City agrees to collaborate with Airport to find a

new suitable location when the existing smokehouse site is needed for other Airport uses including but not limited to a new snow removal equipment storage facility. Such lease shall be one of the “Leases” and such premises shall be part of the “Leased Premises” for purposes of Section VI of this Agreement. City may allow other agencies and educational institutions – including but not limited to area rural fire departments and Helena College – to use the “smokehouse” for training purposes and Airport agrees that personnel, trainees, and students from those agencies and educational institutions shall have access to the leased premises for those purposes.

2. The City of Helena Fire Department will continue to provide structural fire and EMS services along with mutual aid support by responding to aircraft accidents supported by the Airport’s Aircraft Rescue Fire Fighting Department.

V. **Lease Consideration.** The City shall manage and administer Airport employees’ benefits and provide Police Department services and Fire Department mutual aid services to the Airport as specified herein in consideration and exchange for the Airport’s leases of the Patrol Division space, “911” dispatch center space (Section II), Gun/EOD Range space (Section III), Smokehouse Training Structure Space (Section IV) and the Walking/Bike Paths/Trails Lease. The parties agree that the fair market value of the City’s services to Airport compensates the Airport for the fair market value of such leases provided by Airport to City.

VI. **Provisions Applicable to All Leases.**

The following provisions apply to all of the Leases described in Sections I through IV:

1. The term of the Leases shall be the same as the Term of this Agreement set forth in Section X, except that either party may terminate any one or more of the Leases upon One Hundred Eighty (180) days advance written notice to the other party. Notification of termination of the Agreement pursuant to Section X will serve as notification of intent to terminate all of the Leases. In the event of termination of any one or more but less than all of the Leases, the parties shall amend this Agreement to adjust the Lease Consideration under Section V to reflect and provide for compensation to the parties for the fair market value of the Leases and services provided by the parties under the remaining Leases.

2. City shall maintain a clean, orderly, and neat appearance in the Leased Premises at all times.

3. City shall not use or permit the Leased Premises or any part thereof to be used for any purpose in violation of any city, county, state or federal ordinance or law.

4. City shall comply with all city, county, state and federal ordinances or laws imposing restrictions or regulations on the Leased Premises and the use thereof.

5. No signs or other placards or notices shall be attached to or painted on the Leased Premises or on the windows, doors, or other parts of the Airport facility or property without the prior consent of the Airport.

6. Each party hereto will, at all times during the term hereof, carry and maintain its own public liability insurance against claims for bodily injury, death, or property damage occurring in, on, or about the Leased Premises, or in, on, or about the streets, sidewalks, or premises

adjacent to the Leased Premises and is not required to have the other party included as an additional or named insured.

7. Each party will hold and save the other harmless from all loss, damage, liability or expense, including expense of litigation, resulting from any actual or alleged injury to any persons or from any actual or alleged loss of or damage to any property caused by or resulting solely from the act or omission of the offending party, its officer, agent or employee.

8. City may not assign or transfer this Agreement or any interest therein or sublet the whole or any part of the Leased Premises, nor shall this Agreement or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Airport, which will not be unreasonably withheld.

9. If the City defaults pursuant to any of the covenants, agreements, or conditions required of it by this Agreement, and such default continues for thirty (30) days after notice thereof in writing to City, then and in such event, Airport may, at its election, declare the Leases terminated and retake possession of the Leased Premises.

#### **VII. Walking/Bike Paths/Trails Lease.**

1. Airport grants to City the nonexclusive right to construct and maintain publicly accessible walking/bike paths/trails on property designated by Airport for that purpose from time to time. The approximate locations currently designated by Airport for such paths/trails are shown on the drawing attached hereto as Exhibit "E" and incorporated herein by reference. Airport will designate such locations on various parts of the Airport's property to provide a route that will not interfere with Airport operations or activities.

2. Airport will work collaboratively with the City Parks & Recreation Department and other stakeholders to find suitable locations for future expansions of the walking/bike paths/trails

3. City agrees to maintain all City-constructed walking/bike path/trail improvements including pavement and weed control along the paths/trails.

4. Airport reserves the right to revoke the right to use designated areas pursuant to this Section VII to the extent the designated area is needed for airport operations, or to the extent the designation is determined to adversely affect the capacity, security, safety or operations of the Airport.

#### **VIII. City Streets and Rights of Way Located on Airport Property.**

1. Airport will maintain all internal streets and roads on Airport Property, which the parties agree are Kelleher Drive, Skyway Drive from Washington Street to the Rocky Mountain Fire Training Center, and Cromwell Dixon Lane to the extent such streets are located entirely within the exterior boundaries of Airport property. After the effective date of this Agreement, City intends to explore vacation of the portions of such streets that are within the exterior boundaries of Airport property. If City vacates such streets, the City's title to or interest in the streets will transfer according to law.

2. City will maintain Airport Road, except the section from B Street to the cul-de-sac at the East end for which maintenance will be the responsibility of Airport.

3. The parties recognize that Airport Road is located partially on Airport property and that, in addition to general public uses not related to Airport operations, provides access to significant portions of the Airport's property, which access is directly and substantially related to Airport operations. To the extent consistent with federal airport revenue laws, regulations and policies, Airport agrees to pay to City a proportionate share of the capital improvement expenses incurred by City for Airport Road for the City's 2019 and 2020 capital improvements and future capital improvements allocable to the Airport based upon usage of Airport Road for Airport purposes as shown by traffic counts to be conducted by City on Airport Road and South side airport access gate counters located along Airport Road.

IX. **Force Main and Lift Station Agreement.** City and Airport are parties to that certain Agreement dated April 2, 2018 providing for transfer of ownership and repair, maintenance and replacement of certain wastewater infrastructure from Airport to the City, providing for use of such infrastructure, and providing for City access to certain Airport property for purposes of repair, maintenance, replacement and operation of such infrastructure (the "Force Main Agreement"), a copy of which is attached hereto as Exhibit F for purposes of identification. The Force Main Agreement shall remain effective according to its terms and the terms of this Agreement shall not be deemed to alter or amend the terms of the Force Main Agreement.

X. **City Management and Administration of Benefits.** City agrees to continue managing and administering Airport employees' benefits, including health, vision, dental, life, and the employee assistance program. City agrees Airport is not required to pay a monetary fee to City for the management and administration services; rather, City will provide the services as part of the consideration for the Leases. Nothing in this section should be interpreted to mean Airport and or its employees are excused from paying premiums and other insurer-imposed charges that are necessary to ensure the coverages managed and administered by City remain available to Airport's employees.

XI. **Term and Termination.** The Term of this Agreement shall be for a period of Ten (10) years, except either party may terminate the Agreement upon One Hundred Eighty (180) days advance written notice to the other party. This Agreement shall be renewed automatically upon the expiration of the initial term and each successive renewal term for additional terms of One (1) year unless either party provides written notice to the other party at least One Hundred Eighty (180) days in advance of the expiration of any such term of its intent not to renew the Agreement.

XII. **Miscellaneous Provisions.** This Agreement sets forth all the understandings, promises, agreements, terms covenants and conditions between City and Airport concerning matters addressed herein and there are no understandings, promises, agreements, terms covenants or conditions, either oral or written, between them other than those herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this agreement is binding upon City or Airport unless in writing and signed by City and Airport.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed on the day and year first above written.

**CITY OF HELENA**

By \_\_\_\_\_

**Rachel Harlow - Schalk, City Manager**

**ATTEST:**

By \_\_\_\_\_

**Dannai Clayborn, City Clerk**

**APPROVED AS TO FORM:**

By \_\_\_\_\_

**Thomas Jodoin, City Attorney**

**HELENA REGIONAL AIRPORT  
AUTHORITY**

By \_\_\_\_\_

**Dave Simkins, Authority Chair**

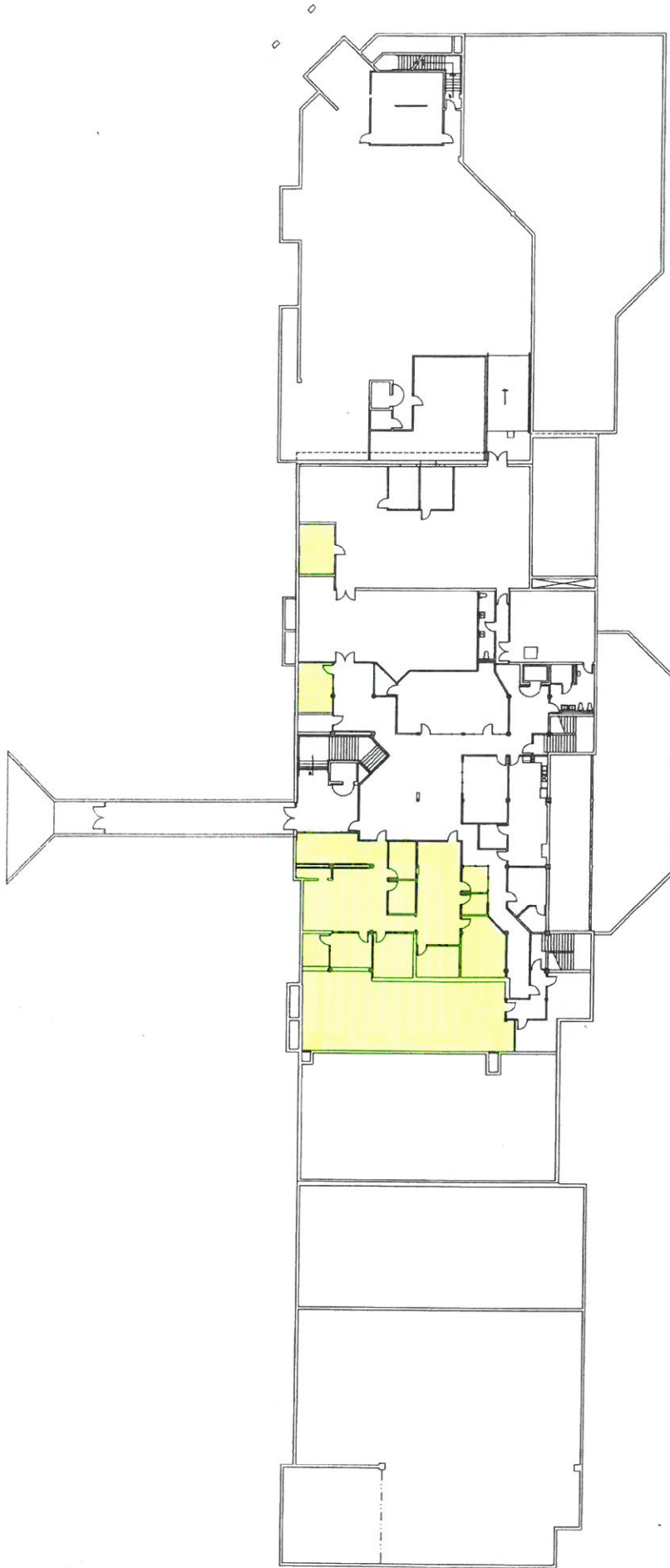
**ATTEST:**

By \_\_\_\_\_

**Jeff Wadekamper, Airport Director**

# EXHIBIT A

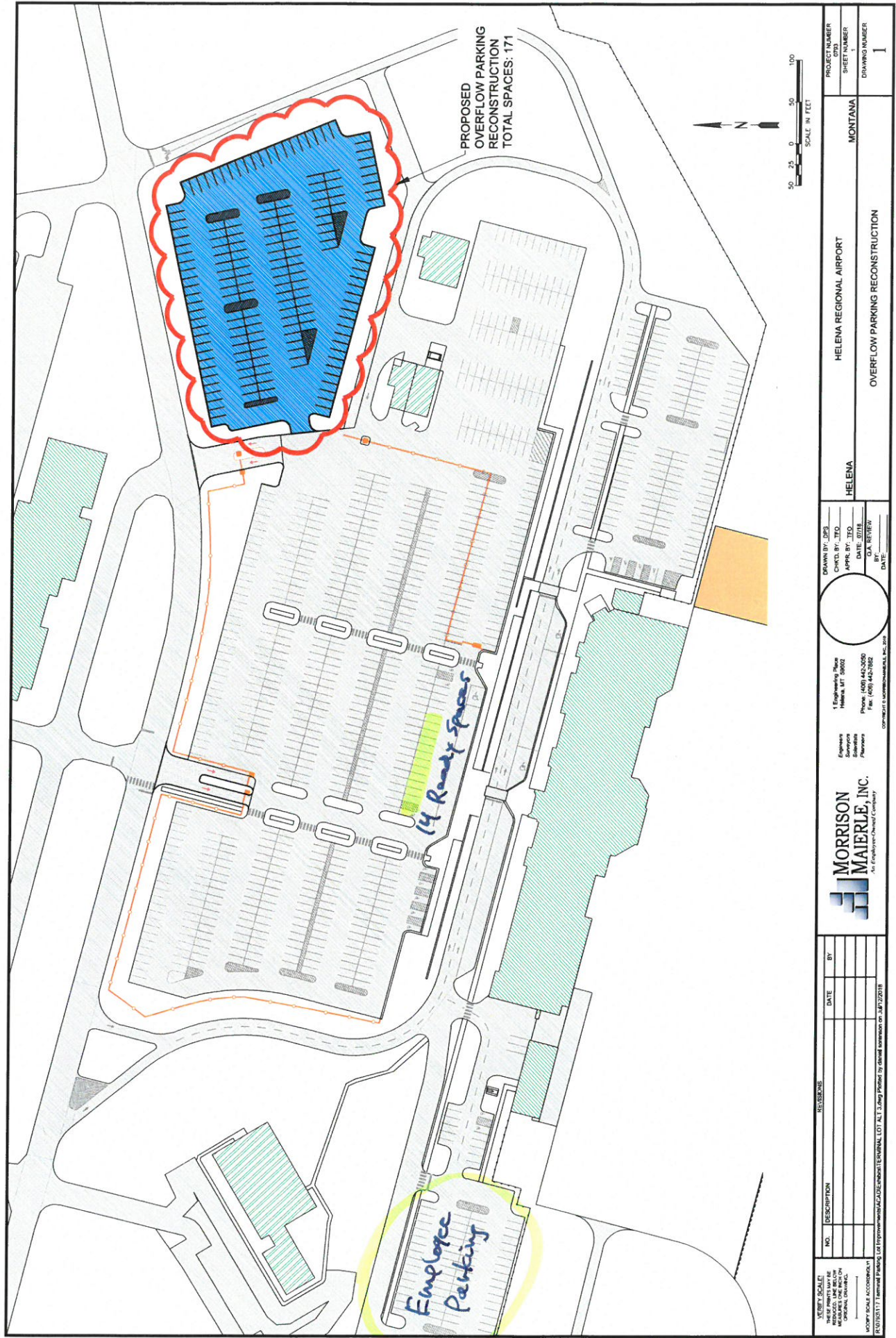




HELENA REGIONAL AIRPORT - BASEMENT FLOOR PLAN

HPD PATROL SPACES

# HPD Space - Parking Exhibit



# EXHIBIT B



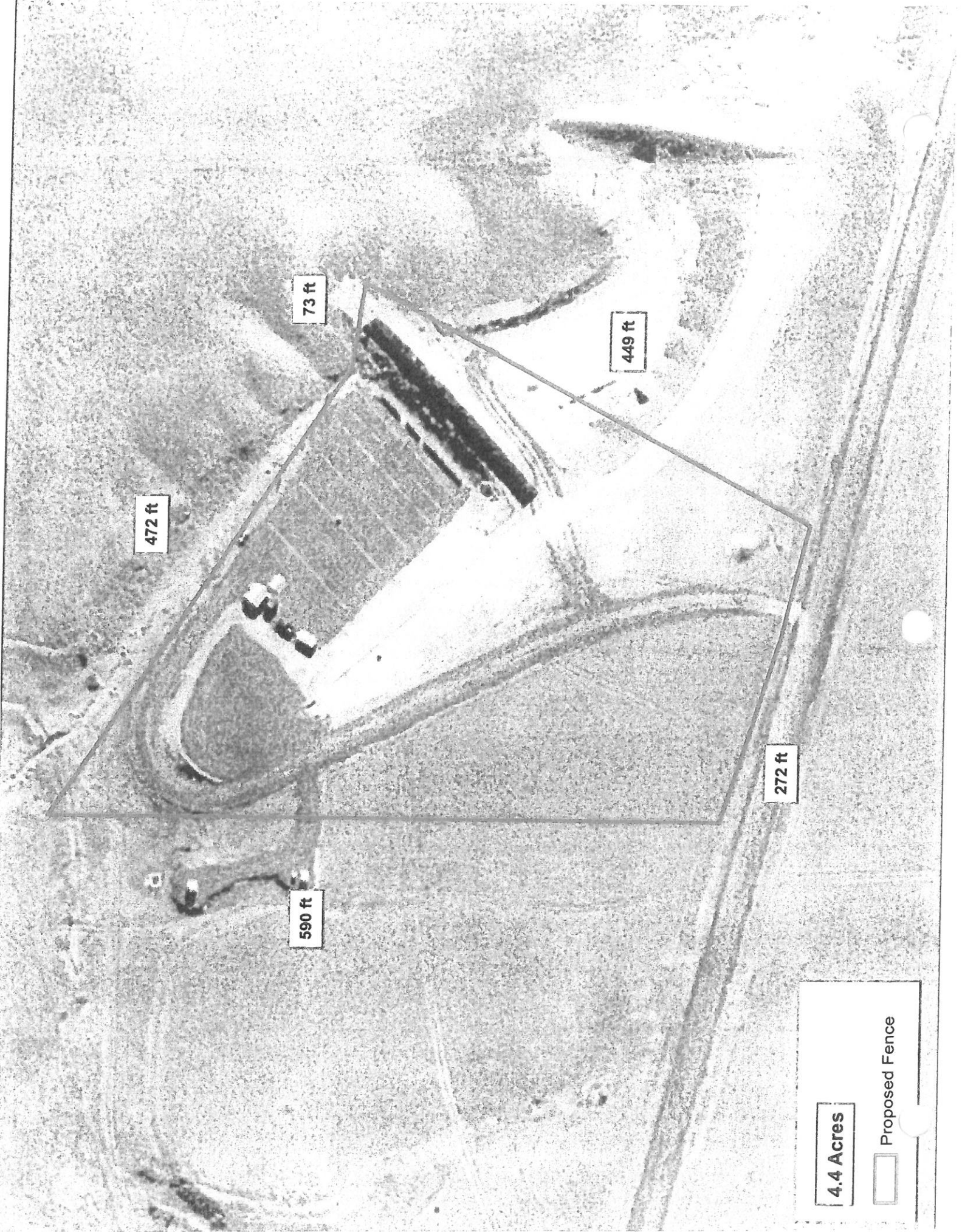






# EXHIBIT C





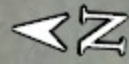
4.4 Acres

Proposed Fence

# EXHIBIT D



Smokehouse  
Training Building





# EXHIBIT E



# Helena Trails Map

by Prickly Pear Land Trust

Support Your Trails Offline Smartphone Via

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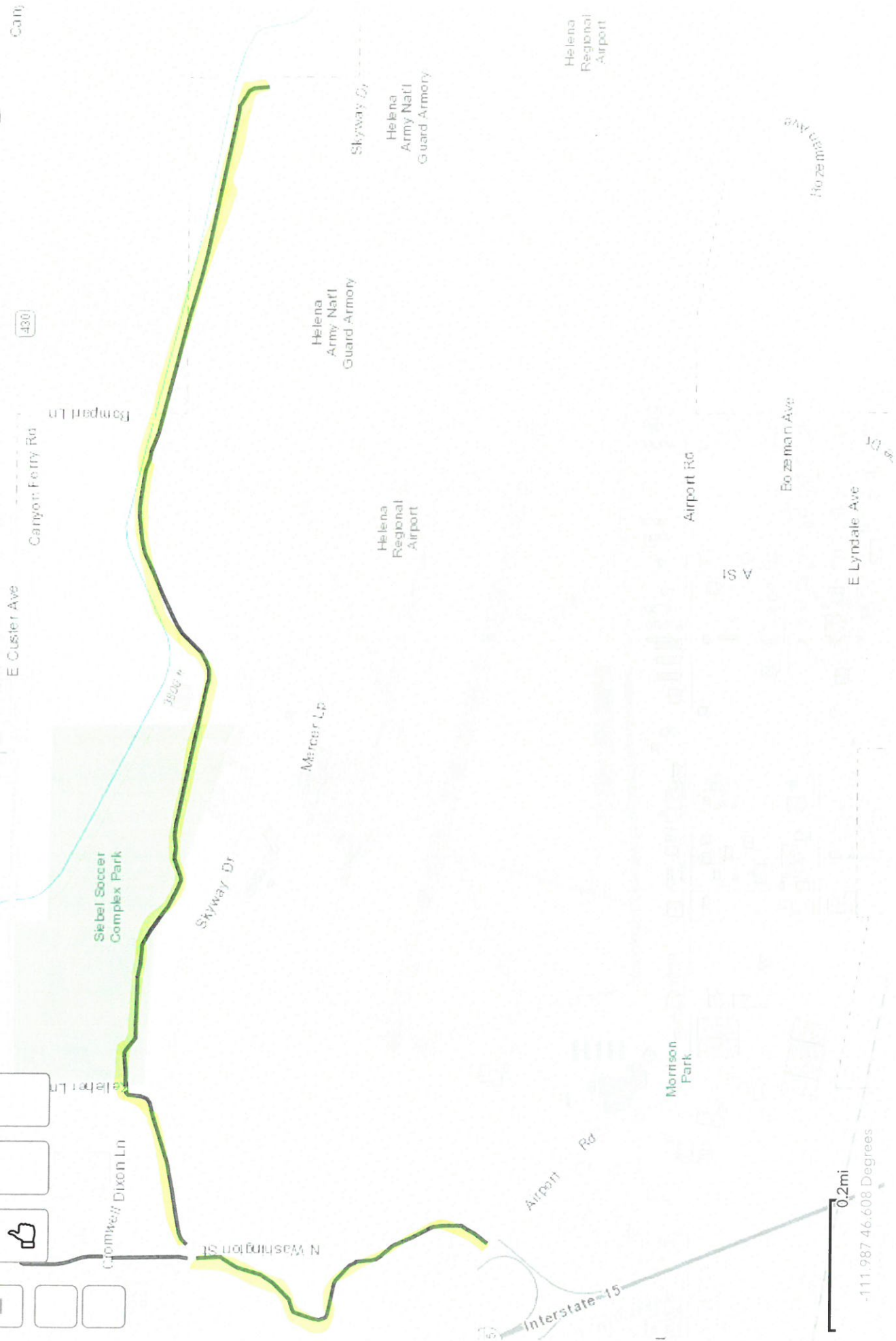
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Search Trail/Trailhead Name

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# EXHIBIT F

## **AGREEMENT**

This Agreement (this "Agreement"), dated this 2<sup>nd</sup> day of April, 2018, is made by and between the **City of Helena, Lewis and Clark County, Montana** ("City"), a municipal subdivision of the State of Montana, and **HELENA REGIONAL AIRPORT AUTHORITY**, a regional airport authority established pursuant to Mont. Code Ann. § 67-11-103, 2850 Mercer Loop, Helena, Montana 59602, ("HRAA").

### **RECITALS**

**WHEREAS**, pursuant to agreement with HRAA, **Department of Military Affairs** owns and operates a private wastewater lift station (the "Lift Station") located on property owned by HRAA;

**WHEREAS**, **HRAA** owns and operates a six inch (6") PVC Force Main Wastewater Line (the "Force Main") located on the North side of the Airport and on property owned by HRAA;

**WHEREAS**, the Force Main connects the Lift Station to the City's wastewater collection system at a fifteen inch (15") main located on HRAA property at manhole 76-41-7 west of the Airport Terminal Complex;

**WHEREAS**, multiple users, including but not limited to HRAA lessees, now feed wastewater into the Lift Station and Force Main;

**WHEREAS**, the Parties desire that the City take ownership of the Force Main located on HRAA property, subject to the terms of this Agreement;

**WHEREAS**, the Force Main was installed in 1995 and its condition is unknown and cannot be determined;

**WHEREAS**, the Parties desire to transition the responsibility for the costs of repair and replacement of the Force Main from HRAA to the City on a pro-rated basis over a twenty (20) year period, as provided in and during the term of this Agreement;

**WHEREAS**, the City needs HRAA's permission to access HRAA property, including certain restricted areas, where the Force Main crosses HRAA property, in order to repair, maintain, replace and operate the Force Main;

**WHEREAS**, HRAA needs the City's agreement to allow current users, including HRAA lessees, to continue to feed wastewater into the Force Main through the Lift Station.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the City of Helena and HRAA hereby agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to set forth the respective rights and responsibilities of HRAA and the City regarding the ownership and use, and the repair, maintenance, replacement and operation of, the Force Main.

2. **EFFECTIVE DATE AND TERM:** This Agreement is effective the 1<sup>st</sup> day of April, 2018, and shall remain in effect for a term of twenty years. Upon expiration of this Agreement, the City shall continue to own the Force Main and shall thereafter be responsible for all costs of repair, maintenance, replacement and operation of the Force Main.

3. **SCOPE:** This Agreement applies to the entire Force Main, all of which is located upon HRAA property as shown on Exhibit "A" attached hereto.

4. **OWNERSHIP, MAINTENANCE AND OPERATION:** HRAA hereby transfers to the City and the City accepts ownership of and all repair, maintenance, replacement and operational duties of or relating to the Force Main, subject to the terms of this Agreement.

5. **MAINTENANCE AND OPERATION OBLIGATIONS OF CITY:** The City shall be responsible for replacing, repairing, maintaining and operating the Force Main and all appurtenant facilities.

6. **HRAA REIMBURSEMENT OBLIGATION:** In the event of a partial or complete Force Main failure, which failure necessitates full or partial Force Main repair or replacement, HRAA agrees to reimburse the City for a prorata share of the costs of such repair or replacement of the Force Main and all appurtenant facilities (not including the Lift Station) according to City Engineering Standards in place at the time of replacement, and a prorata share of the costs of any by-pass pumping, prorated on an annually decreasing basis over a twenty (20) year period. For example, during the first year of this Agreement, HRAA shall be responsible for 20/20 (all) of such costs incurred during such first year; in year 2 of this Agreement, HRAA shall be responsible for 19/20 of such costs incurred during such second year; and in year 20, HRAA shall be responsible for 0/20 (none) of such costs incurred

during such twentieth year; and likewise for all other years during the term of this Agreement. The City shall invoice HRAA for HRAA's prorata share of such costs calculated as provided in this paragraph.

7. **LIFT STATION PUMP UPGRADE:** HRAA is responsible for any alteration in, or effects to, the existing service connection of the Lift Station to the Force Main that result from the upgrade to the Lift Station pumps.

8. **CITY ACCESS:** HRAA agrees to grant the City such access to HRAA property, including any restricted areas of its property or facility, as shall be required by the City for the limited purposes of repairing, maintaining, replacing and operating the Force Main and all appurtenant facilities. HRAA agrees to provide the City with any required legal documentation necessary to allow the City such access. The City agree that it shall not damage or destroy any HRAA property. In the event of any such damage or destruction, or the removal or disturbance of any ground or other conditions on HRAA property, the City shall restore all HRAA property to the same or a better condition than existed prior to such damage, destruction or disturbance, at the City's sole cost and expense.

9. **CONNECTION TO FORCE MAIN:** The City shall have the sole authority to approve and control any connections to the Force Main; provided, however, that the City agrees to allow current users, including HRAA lessees, to continue to feed wastewater into the Force Main through the Lift Station.

10. **INDEMNIFICATION:** To the fullest extent permitted by law, HRAA shall fully indemnify, defend, and save the City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to the performance of any act by HRAA or its agents under this Agreement.

To the fullest extent permitted by law, the City shall fully indemnify, defend, and save HRAA, its agents, representatives, employees, and officers harmless from and against any and all claims, actions,



costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to the performance of any act by the City or its agents under this Agreement.

**CITY OF HELENA, MONTANA**

By

Ronald J. Alles  
Ronald J. Alles, City Manager



By Debbie Havens  
Debbie Havens, City Clerk

**APPROVED AS TO FORM:**

By

Thomas J. Jodoin  
Thomas J. Jodoin, City Atty.

**HELENA REGIONAL AIRPORT AUTHORITY**

By

Rick Hays  
Rick Hays, Airport Authority Chair

**ATTEST:**

By NA

Paulette Dehart, Board Clerk

**APPROVED AS TO FORM:**

By

Gregory G. Gould  
Gregory G. Gould, Counsel for HRAA



[illegible]

**Morrison  
Maierle**

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Salem, UT 84057  
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DRAWN BY <u>CRS</u> DESIGNED BY <u>CRS</u> APPROVED BY <u>CRS</u> DATE <u>10-20-02</u> D.C. REVIEW	
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ELENA	HRA SEWER FORCE MAIN	MONTANA
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PROJECT NUMBER	
SHEET NUMBER	
DRAWING NUMBER	



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**Morrison  
Maierle**

eng agents • architects • planners • ecologists

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www.mma-nr.com

DESIGNED BY	CES
DRAWN BY	CES
APPROVED BY	CES
DATE	8-20-78
O.C. REVIEW BY	

SELENA	HRA SEWER FORCE MAIN	SEWER FORCE MAIN ROUTE
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	MONTANA
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PROJECT NUMBER		
SHEET NUMBER		
DRAWING NUMBER		FIG. 3