

Minutes of Fergus Co. Commissioners Business Meeting

April 10, 2019 – 2:00 p.m.

Fergus County Commissioners

712 W. Main St., Suite 210

Lewistown, MT 59457

Present: Commissioner Ross Butcher, Commissioner Carl Seilstad, Commissioner Sandy Youngbauer and Clerk & Recorder Rana Wichman. Public present: See attached sheet.

**CALL TO ORDER:**

Commissioner Ross Butcher called the meeting to order at 2:00 p.m.

**APPROVAL OF MINUTES:**

Commissioner Butcher asked if there were any alterations or corrections to the March 25, 2019 and the March 27, 2019 minutes. Hearing none he stated the minutes will stand approved as presented and will be on file with the Clerk and Recorder and on the Fergus County Website.

**PUBLIC COMMENT ON AGENDA ITEMS:** None

**PUBLIC HEARING:** None

**BID OPENINGS:** The request for transport of remains applications were opened as follows:

- 1) Central MT Crematorium, 2) Perkins Funeral Home, 3) Cloyd Funeral Home, and 4) Creel Funeral Home. This will be put on the April 17, 2019 agenda.

**PERSONNEL ANNOUNCEMENTS:**

- 1) CMHD – Sanitarian
- 2) DES – Deputy – Part-time
- 3) CMHD – Health Education Specialist
- 4) Treasurer – Office Clerk
- 5) Weed Department – 3 Temporary Weed Sprayers
- 6) Airport – Manager
- 7) Facilities Department – 2 Short Term Facilities & Grounds Custodians

**ANNOUNCEMENTS / REPORTS:**

- 1) Commissioners Youngbauer and Butcher attended the annual MACRs convention in Great Falls.
- 2) Commissioners Seilstad will attend a DOT meeting on April 24, 2019 regarding speed zone studies.

**DISCUSSION /ACTION ITEMS:**

- 1) April 10, 2019 Claims: Commissioner Youngbauer moved to table the April 10, 2019 claims as only one Commissioner has seen them. Commissioner Seilstad seconded. Passed unanimously.
- 2) SAFE Program (Save Animals From Euthanasia) – Peggy Butler said there is a 10-acre piece across from the Farm in the Dell that is owned by the County, and also some land at the airport. The spay and neuter clinic will be approximately \$1750.00 per day. \$350.00 is for spaying and neutering, and the balance is for shots. They would like to have this for three days. SAFE will be charging \$10.00 per animal to try to recoup some of the expenses. Both Fergus County and the City of Lewistown are being asked for donations. Commissioner Youngbauer moved to donate \$1000.00 toward this project. Commissioner Seilstad seconded. Police Chief Justin Jenness stated that once feral cats are caught within the city limits they cannot be released back into the city limits.

- 3) Fire Warden Position – Sheriff/Coroner Rick Vaughn announced at a fire council meeting that he doesn't have time to be fire warden in addition to being sheriff/coroner. He feels this position should include a stipend. He was asked if he is officially resigning as Fire Warden and he stated that he is. Commissioner Seilstad moved to appoint Ben Phillips to the position of Fire Warden. Commissioner Youngbauer seconded. Discussion included that the Commissioners will be his deputies until someone is appointed to fill that position. Passed unanimously. The Commissioners received correspondence from Don Pyrah that he is willing to help with training. The topic of burn permits was brought up at this point. Commissioner Butcher suggested a working group be put together for this and asked Ben Phillips to put one together. Phillips said for now he will notify dispatch regarding if burning is allowed. Dispatch will tell those calling if it is allowed or not, and to contact their local fire chief.
- 4) Dispatch Contract – Commissioner Seilstad moved to approve the new dispatch contract on a month to month basis for the current time. Commissioner Youngbauer seconded. Passed unanimously.

**APPOINTMENTS:** None

**PUBLIC INPUT:** None

**OTHER BUSINESS:** None

**NEXT MEETING DATES:**

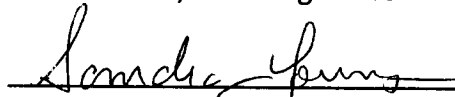
April 17, 2019 Wednesday, 5:15 p.m.	Regular Business Meeting	Fergus Co. Commissioners 712 W Main St., Suite 210 Lewistown, MT 59457
April 25, 2019 Thursday, 2:00 p.m.	Regular Business Meeting	Fergus Co. Commissioners 712 W Main St., Suite 210 Lewistown, MT 59457
May 10, 2019 Friday, 2:00 p.m.	Regular Business Meeting	Fergus Co. Commissioners 712 W Main St., Suite 210 Lewistown, MT 59457

Reminder: Agenda items are due to the Commissioners 5 days prior to the meeting.  
Meeting adjourned.

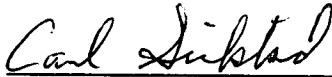
**FERGUS COUNTY COMMISSIONERS:**



Ross Butcher, Presiding Officer

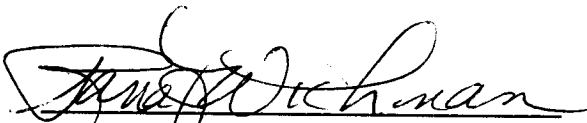


Sandra Youngbauer, Commissioner



Carl Seilstad, Commissioner

Attest:



Raria J. Wichman, Clerk & Recorder



**EMERGENCY SERVICES DISPATCH AGREEMENT  
BETWEEN FERGUS COUNTY  
AND THE CITY OF LEWISTOWN**

This Agreement is made this 1st day of, April, 2019 by and between the City of Lewistown (hereafter, the "City") and Fergus County, jointly referred to hereafter as the "parties":

**WHEREAS**, the City owns, operates and maintains facilities, equipment and capabilities and maintains personnel necessary to provide full service dispatch for law enforcement

**WHEREAS**, the City desires to provide these services to Fergus County law enforcement personnel and rural fire

**WHEREAS**, Fergus County desires to contract for the dispatch services capabilities available from the City for the benefit of the Fergus County area (the "service area).

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**I. SERVICES PROVIDED BY CITY:** The City agrees to provide the following services:

A. Basic Dispatch. The City will provide the services necessary to provide basic dispatch for the service area:

1. Operation of one (1) Public Safety Answering Point (PSAP) for the entire service area;
2. Dispatch services - from 11 p.m. to 7 a.m. or 10 p.m. to 6 a.m. Monday through Friday; full 24 hour coverage on weekends (Friday at 11 p.m. - Monday at 7 a.m.) and holidays; and, when notified to cover sick and vacation leave or other approved absences;
3. Admin Calls, call transferring, voice mail;

4. Rollover non-emergency call taking for law enforcement in the service area;
5. Gather and compile information for Deputies, create call for service, track call times accurately, maintain accurate radio log; fax radio log every shift;
6. Track Deputies at all times;
6. Run Prisoners for wants, warrants and holds on intake and release;
7. Send/Receive bond messages through CJIN;
8. Generate MANS numbers when needed;
9. Receive and transfer Coroner calls-rotation notification log;
10. Dispatch, S&R, Rural Fire, Fire Warden, DES, CMR, Livestock, County Road, and Malmstrom AFB Snow Dispatch and all other entities;
11. Paging;
12. Radio and/or telephone dispatch of law enforcement, disaster and emergency services and, search and rescue;
13. Log Burn Permits;
14. Track Fire Reports to state;
15. Rotational Wrecker Log;
16. Assignment of Master Sequence numbers;
17. Terminal administration for the Montana Criminal Justice Information Network (CJIN) and the National Crime Information Center (NCIC). CJIN Entry of TRO / Warrants, etc;
18. Recorder for Radio Traffic while dispatching & back up.

B. System coordination. The City will provide services necessary to facilitate system connectivity:

1. City will work on putting in place a seamless remote access to RMS and CAD, splitting the setup costs and maintenance if any between the counties that use the system.
2. Installation of a radio link at the City Complex to allow for the

transfer of voice and paging information; and,

C. Equipment. The City will provide all equipment necessary for on-site PSAP operation of the system as specified above unless otherwise accepted in this agreement.

## II. FERGUS COUNTY AGREES TO PROVIDE:

- A. Letters of Authorization for use of related frequencies, repeaters, and infrastructure;
- B. Telephone equipment and accessories necessary within its own facilities;
- C. Repeaters, Mobile/vehicle radio units, pagers, and other necessary equipment and maintenance of the same for all personnel and vehicles within its jurisdiction;
- D. Access to facilities and equipment as necessary for the operation of the system;
- E. Maintaining Phone and Radio Recorder for Fergus County traffic and serve as backup to Central Montana 9-1-1; and,
- F. Non-emergency call taking and dispatch services during those times not covered by the City under paragraph I.A.2.

**III. OWNERSHIP OF EQUIPMENT:** Any property located at facilities owned by either party, including upgrades of such equipment, shall remain in the ownership of the housing agency, including but not limited to radio equipment, phone equipment, repeaters, radio towers and antennas. However, any equipment which is relocated from the premises of one party to the premises of another party during the term of this agreement shall be returned to the original location at the termination of this Agreement.

**IV. PAYMENT/TERM:** In exchange for the provision of services set forth in this Agreement, Fergus County agrees to pay the following amounts:

- A. Payment. Fergus County will pay the City the amount of \$5000.00 for each month of this agreement, due at the end of each month.
- B. Term. This Agreement shall begin April 1, 2019, and shall continue on a

month to month basis subject to termination by either party as provided herein.

**V. TERMINATION:**

A. Notice. Either party may request to amend or terminate this Agreement by giving the other party at least thirty (30) days written notice of the proposed amendment/termination and providing the specific date when services shall cease.

B. Payments. Any payments owing or to be paid shall be prorated to the date of termination.

**VI. DEFAULT:** Time is of the essence of this Agreement. Should either party fail to abide by the terms and conditions contained herein, the non-defaulting party may consider such failure a default and provide written notice thereof. Such written notice shall specify the nature of the default, and the Party so notified shall have thirty (30) days in which to cure the specified default. In cases of non-payment, such period shall be ten (10) days. If the party in breach cures such default, this agreement shall remain in full force and effect, otherwise the non-defaulting party may, without further notice, terminate this Agreement and the defaulting party shall have no further rights herein. The remedy of termination shall be in addition to any remedy allowable at law or equity.

**VII. NOTICE:**

A. Any notice required to be given under this Agreement shall be served upon the City or Fergus County by either personal service or by registered or certified mail, sent directly to the City or Fergus County at the following addresses:

City of Lewistown  
Lewistown City Manager  
305 W. Watson  
Lewistown, MT 59457

Fergus County:

Fergus County Commissioners

712 W Main St Suite 210

Lewistown, MT 59457

B. Service by mail shall be complete, and the notice period for termination or default of this agreement shall commence to run on the date the notice is deposited in any U.S. Post Office, addressed to the City or Fergus County. In the event of a change of address of either of the parties, the party whose address is changing shall notify the other party in the same manner as provided for notices herein.

**VIII. EXECUTION OF DOCUMENTS:** Upon request, the parties agree to immediately execute any and all documents which may be required to affect the terms of this Agreement.

**IX. OTHER AGREEMENTS:** The parties agree that this Agreement represents the entire understanding of the parties and supercedes any other agreements. No other agreements, verbal or otherwise, are made. Any modifications to this Agreement shall be made in writing and properly acknowledged by all parties hereto.

**X. BINDING ON SUCCESSORS:** The terms and provisions herein shall be binding upon the assigns of the parties hereto.

**XI. INDEMNIFICATION:** Fergus County agrees to hold harmless and indemnify City, to include its agents and employees, for any suites, damages, claims, losses, attorney fees or other losses for and claims, damages, actions, suits caused by Fergus County, to include its agents and employees arising out of this agreement.

Dated this 15<sup>th</sup> day of April, 2019.



**CITY OF LEWISTOWN**

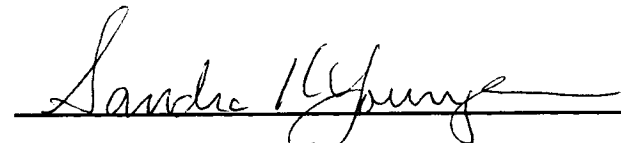
**BY:**


  
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CITY MANAGER

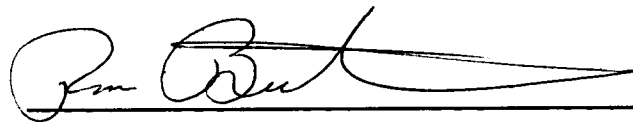
**FERGUS COUNTY**

**BY:**

**COMMISSIONERS:**

  
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