

BROADWATER COUNTY COMMISSIONERS
515 Broadway, Townsend
Meetings are held at the Flynn Building on 416 Broadway St.

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments and items not on the agenda will be taken either in writing before the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

OFFICIAL agendas are posted in the Courthouse (1st floor bulletin board), on our website at www.broadwatercountymt.com, in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the Helena Independent Record (IR).

**THERE WILL NOT BE A COMMISSION MEETING ON SEPTEMBER 27, 2023
DUE TO THE COMMISSIONERS ALL ATTENDING THE MACo (Montana
Association of Counties) CONFERENCE IN BUTTE, MONTANA**

REVISED AGENDA as of Sept.14th

Wednesday, September 20, 2023

- | | |
|-----------------|---|
| 10:00 AM | Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over |
| 10:05 AM | Public Hearing, Budget Amendment for FY 2022-2023 |
| 10:10 AM | Discussion/Decision, Debbie Kelley, Finance Officer, Resolution for Budget Amendment FY 2022-2023 |
| 10:15 AM | Discussion/Decision, Captain Mark Wood, Broadwater County Sheriff's Office, Purchase of 2 New Patrol Vehicles |
| 10:20 AM | Discussion/Decision, Ruby Taylor, Public Health Director, updates on Covid/Flu cases |
| 10:30 AM | Discussion/Decision, Vic Sample, Broadband Advisory Board Chair, Update to the Commissioners |
| 10:40 AM | Discussion/Decision, Broadband Advisory Board Recommendation of Spencer Selay to fill the open board position |
| 10:45 AM | Discussion/Decision, First Amendment to Lease # 5935, Contract between Department of Revenue and Broadwater County |
| 10:50 AM | Discussion/Discussion, Cory Swanson, County Attorney, Interlocal Agreement for City of Townsend Prosecution Services |

NOTICE OF PUBLIC HEARING

According to MCA 7-6-4021, NOTICE IS HEREBY GIVEN that the **Broadwater County Board of County Commissioners** will hold a **public hearing on September 20, 2023, at 10:05 am**, In the Commission Meeting room, located at 416 Broadway St in the Flynn Building. The purpose of the hearing is to adopt by resolution an **amended budget for Fiscal Year 2022-2023**. Anyone may appear at the hearing and have their comments heard regarding the amendment.

Copies can be viewed or obtained in the Clerk and Records office or on the County website at www.broadwatercountymt.com under the public notices.

ADVERTISED: September 9 and September 16, 2023



Preview Order 000D - W1P - 4x4 Police Crew Cab : Order Summary Time of Preview: 09/06/2023 17:45:02 Receipt: NA

Dealership Name : Young Ford, Inc.

Sales Code : F56653

Dealer Rep.	Jeff Heilesen	Type	Fleet	Vehicle Line	F-150	Order Code	000D
Customer Name	Mark Wood	Priority Code	K3	Model Year	2023	Price Level	340

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW - 145	\$48875	.COLOR-COORDINATED CARPET	\$0
145 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$48875	SYNC 4 W/ENHANCED VOICE RECOGN	\$325
ICONIC SILVER METALLIC	\$0	TRAILER TOW PACKAGE	\$1325
POLICE 40/CONSOLE/40	\$0	.INTEGRATED TRAILER BRAKE CONT	\$0
BLACK	\$0	MIRROR MAN FOLD W/POWER GLASS	\$305
EQUIPMENT GROUP 150A	\$0	REAR-WINDOW DEFROSTER	\$0
.XL SERIES	\$0	LED SIDE-MIRROR SPOTLIGHTS	\$175
.18" SILVER ALUMINUM WHEELS	\$0	PRICE CONCESSION INDICATOR	\$0
3.5L V6 ECOBOOST	\$0	REMARKS TRAILER	\$0
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	BLIS-BLIND SPOT MONITORING SYS	\$590
.LT265/70R18C BSW ALL-TERRAIN	\$0	PRIVACY GLASS W/REAR DEFROSTER	\$320
.3.31 ELECTRONIC LOCK RR AXLE	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$595
7050# GVWR PACKAGE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
JOB #2 ORDER	\$0	FUEL CHARGE	\$0
FRONT LICENSE PLATE BRACKET	\$0	PRICED DORA	\$0
BLACK PLATFORM RUNNING BOARDS	\$250	ADVERTISING ASSESSMENT	\$0
INTERIOR UPGRADE PACKAGE	\$595	DESTINATION & DELIVERY	\$1895
			MSRP
TOTAL BASE AND OPTIONS			\$55250
DISCOUNTS			NA
TOTAL			\$55250

ORDERING FIN: QJ551 END USER FIN: QJ551 PO NUMBER: Broadwater

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 15-355P Description: undefined Concession Amount: \$-3000.00

This order has not been submitted to the order bank.

This is not an invoice.

Contract Government Order Price \$52,874.00

Hello,

I'm interested in getting involved with the Broadwater Broadband Board. I moved to Broadwater county last year and would like to offer my experience if it is helpful to improving the internet access for the county.

I have been in the IT world since the late 1990's focused primarily on working with large internet service providers around the world. This work initially started in the test & measurement space where I was involved in interoperability of a broad range of equipment utilizing multiple protocols. I worked with standards bodies to write tests which validated equipment conformance to new Internet standards. Starting in 2005 I began working with a Boston based startup company who made video over IP monitoring equipment. Before the business took off and we started working with every major TV provider world wide, I spent a great deal of time working with small rural service providers who used federal broadband money to provide Internet infrastructure in rural America for delivering local TV services which used our monitoring equipment.

I'm interested in helping rural Broadwater County become connected in a fast, reliable, low-latency way to the internet. These connections can change how students learn, business thrive and even how medicine is practiced.

I currently work remotely and my wife is a physician who practices virtual medicine. We currently have to utilize 2 Starlinks to support us and our 2 kid's internet requirements. Even with that it is not a great connection and certainly not affordable for many people.

I kindly ask you to consider my interest in the Board.

Regards,
Spencer Sellay
mobile: 303-523-6420

Approved for legal content: _____
_____, County Attorney Date

Lessee **MONTANA DEPARTMENT OF REVENUE**

By: _____
Teresa G. Whitney, Legal Counsel Date
Montana Department of Revenue

By: _____
Brendan Beatty, Director Date
Montana Department of Revenue

APPROVED BY:

By: _____
Garett M. Bacon, Leasing Officer Date
Montana Department of Administration, General Services Division

By: _____
Julia Swingley, Agency Legal Counsel Date
Montana Department of Administration

By: _____
Office of Budget and Program Planning Date

By: _____
Misty Ann Giles, Director Date
Montana Department of Administration

INTERLOCAL AGREEMENT FOR CITY PROSECUTION SERVICES

This Interlocal Agreement for City Prosecution Services (“Agreement”) is effective October 1, 2023 (“Effective Date”), among Broadwater County, Montana (“County”), the duly elected and acting Attorney of the County (“Attorney”), and the City of Townsend, Montana (“City”).

BENEFITS OF INTERLOCAL AGREEMENT

The parties hereto acknowledge that: i) the consolidation of the City prosecution duties under the office of the Attorney will result in prosecutorial efficiency beneficial to the City and costs similar to the City’s previous private contract for said duties; and ii), the City’s remuneration to Attorney will provide a needed financial benefit to the office of the Attorney.

STATEMENT OF AGREEMENT

The City, County, and Attorney agree that Attorney, its deputies, and staff shall, after the Effective Date and through the term of this Agreement, assume the criminal prosecution duties of the City attorney and prosecute all misdemeanors arising within the jurisdictional boundaries of the City according to statutory obligation (“Prosecution Services”). Nothing in this Agreement shall be construed as an agreement between the parties to transfer to Attorney any obligations or duties other than those related to the Prosecution Services.

Further, the parties acknowledge this Agreement shall not create a conflict of interest for Attorney to prosecute any criminal matter or represent the County on any civil matters that may implicate the City, but to the extent any such conflict may or does exist, the parties waive such conflict.

Initial: _____ City _____ County _____ Attorney

LEGAL BASIS

This Agreement is authorized by the provisions of §7-11-104, MCA, “Interlocal Agreements,” and made in accordance with Title 7, Chapter 11, MCA.

SEPARATE LEGAL ENTITY NOT CREATED

There shall be no separate legal entity created by this Agreement.

EFFECTIVE DATE, TERM RENEWAL AND FISCAL PERIOD

This Agreement is effective from the Effective Date through June 30, 2024, to coincide with the City and County fiscal years. After the expiration of this initial term, the Agreement shall automatically renew on July 1, 2024, for a single one (1) year term, unless: a new agreement is negotiated and executed which revokes or supplants this Agreement; or, written notice is served

by a party to the other parties – as defined in the Termination and Amendment Section of this Agreement – no less than sixty (60) days prior to the expiration of the initial term. The parties agree to meet at least once between January 1, 2024, and April 30, 2024, to evaluate the arrangements set forth under this Agreement and discuss terms for a more permanent agreement.

REPORTING

Attorney shall maintain – and upon request of the City, provide to the City at a regularly scheduled City Council meeting – documentation of the activities of the Attorney’s office related to the Prosecution Services, including, without limitation, case load, disposition, and resolution, and similar information which may help the parties assess the arrangements contemplated hereunder.

SERVICE MANAGEMENT

The planning, organization, scheduling, direction, and supervision of the personnel and all other matters incident to the delivery of the Prosecution Services to the City under this Agreement shall be determined by the Attorney.

PERSONNEL

Attorney and all persons employed by or under the Attorney to provide the Prosecution Services for the City shall be County officers or employees, and shall not have any benefit, status or right of City employment. The City shall not be liable for direct payments of salaries, wages or other compensation for injury, sickness, or the like, to the County officers or employees providing the Prosecution Services.

For the sole purpose of giving official status to their acts in performing this Agreement, every County official or employee engaged in providing the Prosecution Services for the City shall be considered an agent of the City. Any attorney in the County Attorney’s Office providing Prosecution Services to the City shall be designated a Deputy City Attorney.

FINANCES AND BUDGET

As consideration for the Prosecution Services to be provided by the County under this Agreement for the initial term, the City shall pay the County the sum of Thirteen Thousand Seven Hundred Twenty-Five and No/100 Dollars (\$13,725.00), to be paid in equal monthly payments in the amount of One Thousand Five Hundred Twenty-Five and No/100 Dollars (\$1,525.00) on the 15th day of every month. This amount represents half of the City’s remaining budget from the Effective Date through June 30, 2024, for its Legal/attorney budget item. If this Agreement automatically renews, the City shall pay the County on the same monthly terms.

TERMINATION AND AMENDMENT

Any party may terminate this Agreement upon lawful resolution of its respective governing body and by giving the other parties sixty (60) days written notice sent by certified mail or personally delivered. A party may indicate a desire to amend this Agreement upon lawful resolution of its governing body, and by giving the other party notice in writing of the same not later than sixty (60) days prior to the expiration of any term of this Agreement. Upon receipt of written notice of desire to amend this agreement, the City Council and County Commission shall, within 30 days, conduct one or more publicly noticed joint work sessions to negotiate resolution of the issues. If the parties cannot agree on the proposed amendments, they may agree to renew the Agreement on the same terms or terminate the Agreement.

Upon the effective date of any termination, the City shall no longer be obligated to make those monthly payments to the County not yet due as set forth above, except the City shall remain obligated for any delinquent payments. The County Clerk and Recorder, the City Clerk, and the Office of the Broadwater County Attorney shall be the agents of the respective parties of such notice.

SEVERABILITY

Should any one part or section of this Agreement be determined by a Court of law to be invalid, only such section shall be affected and the remainder of this Agreement shall remain valid and enforceable.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties hereto and any amendment or modification to this Agreement shall not be effective unless approved in writing by all the parties to this Agreement.

RESOLUTIONS AND DELIVERY OF COPIES

Upon execution by the appropriate and authorized officials in accordance with due and proper resolutions enacted by the governing bodies of the County and the City, copies of this Agreement shall be filed in the offices of the: County Clerk and Recorder; City Clerk; and County Attorney. The City's resolution shall include language to appoint Attorney and Jania Hatfield as Deputy City Attorneys for the purposes of prosecution. The City shall also similarly deputize any additional attorney hired by the County as soon as practicable.

DELIVERY OF CASE MATERIALS

On or before the Effective Date, the City shall provide Attorney copies and digital files of case materials for all unresolved criminal prosecution proceedings in City court. If this Agreement expires or terminates, Attorney shall return the such materials to the City as soon as practicable. All case materials shall be retained or disseminated according to Montana law regarding Confidential Criminal Justice Information or as required by the governing records retention laws.

EXECUTION

The Parties execute this Agreement as of the Effective Date.

CITY:

CITY OF TOWNSEND, MONTANA

By: _____
Michael Evans
Its: Mayor

Attest: _____
Kari Williams
Its: Clerk

COUNTY:

BROADWATER COUNTY, MONTANA

By: _____
Debra Randolph
Its: Chairwoman, Board of Commissioners

Attest: _____
Angela Paulsen
Its: Clerk & Recorder

ATTORNEY:

ATTORNEY OF BROADWATER COUNTY, MONTANA

By: _____
Cory Swanson