

May 10, 2021 Regular Session of the Beaverhead County Commissioners

The Board of Commissioners, in and for Beaverhead County, Montana, met in session on May 10, 2021 at 9:00 a.m. in the Commissioners' Room of the Beaverhead County Courthouse. Present: Chairman John H. Jackson, Commissioner Mike McGinley, Commissioner C. Thomas Rice and their Assistant Cindy Decker.

Updates on County Projects

Road Supervisor Bob Ferris and Public Works Secretary Jamie Flynn joined the meeting. Bob stated that the crew bladed Bannack Bench and roads north of town. He will be looking at Carrigan Lane this week since last week didn't work out. Bob said that bids will be opened on May 24 for the Scenic Byway.

Mike commented that this Wednesday, there will be a meeting with the Department Heads that have vehicles regarding insuring county vehicles older than 10 years with liability insurance only. The meeting will be at 9:00.

Superintendent of Schools Linda Marsh, Facilities Manager Chris Booth, GIS Coordinator Tracy Sawyer and DES/Land Sanitarian Tom Wagenknecht joined the meeting.

Tracy asked if Duffners have been notified about shutting irrigation down around the Kona site. Mike will call them today. Since they have begun irrigation, it is a muddy mess and will prevent the removal of the Kona tower.

Tom W. commented that there is lot of new building in the county. Also, there was a bomb threat at the Trapper's Association event at the Frontier Event Center this last weekend that turned out to be nothing. Everyone was evacuated safely.

Linda stated that she has done some research on how the commissioners appoint a Superintendent of Schools after she resigns. She handed a printed version of her research to each commissioner that includes the qualifications. Action needs to be taken on this soon. A small article will be sent to the Dillonite Daily today.

The following Road Department Report was submitted and scanned into the minutes:

BEAVERHEAD COUNTY ROAD WORK May 2nd to May 8th, 2021 Dillon, Lima and Wisdom Areas

DILLON AREA

- Bladed on the following roads: Schoolhouse, Hartwig, Apex East, Browne's Bridge, Trapper Creek, Cherry Creek, Bighorn, and Bannack Bench.
- Hauled chips for road patching.
- Installed a delineator on Lemhi Pass Road.
- Road checked Dillon area roads.
- Equipment service and repair.

LIMA AREA

- Bladed and watered on the following roads: Big Sheep Creek, Nicholia Creek, Gosman, Fitters, and Chute Canyon.
- Safety meeting.
- Road checked Lima and Dell area roads
- Equipment service and repair.

WISDOM AREA

- Plowed snow on Twin Lakes Road.
- Culvert cleaned on Big Lake Creek Road and Big Swamp Creek Road.
- Bladed on the Lower North Fork Road.
- Cattle guard repair on Steel Creek Road.
- Shop cleaning and maintenance.
- Road checked Jackson and Wisdom area roads.
- Equipment service and repair.

Action on Previous Meeting Minutes

The minutes of the May 3, 2021 meeting were read and the following motion was made:

MOTION: Commissioner McGinley moved and Commissioner Jackson seconded that the minutes of the May 3, 2021 meeting be approved. A verbal vote was taken and the motion carried unanimously.

Public Comments on Subjects Under County Jurisdiction Not on Agenda

Discussion & Action ~ Appointment of Thorin Geist as Interim County Attorney ~ Agreement 2021-11

Administrative Assistant Montana Mantei and Attorney Thorin Geist joined the meeting. Thorin stated that right now, there is a lot going on in our County Attorney's Office. He stated that there already was an agreement drawn up but this is an updated agreement that covers more until and if Jed comes back.

Mike asked about the open Deputy County Attorney position. Thorin stated that the hiring decision would be made together with the commissioners.

After brief discussion, the following motion was made:

MOTION: Commissioner McGinley moved and Commissioner Rice seconded that Agreement 2021-11 – Appointment of Thorin Geist as Interim County Attorney be signed and adopted. A verbal vote was taken and the motion carried unanimously.

A copy of this Agreement can be viewed below:

BY: _____

LEGAL SERVICES AGREEMENT

AGREEMENT is made and entered into this 10th day of May, 2021, by and between the Beaverhead County (hereinafter referred to as "COUNTY"), by and through its Board of County Commissioners (hereinafter referred to as "BOARD") and Thorin A. Geist of Cotner Law, PLLC, 2700 Radio Way, Missoula, Montana, 59808 (hereinafter referred to as "ATTORNEY").

RECITALS

WHEREAS, § 7-4-2712, MCA, provides that the County Attorney is the public prosecutor and shall: (1) institute proceedings before magistrates for the arrest of persons charged with or reasonably suspected of public offenses when the county attorney has information that the offenses have been committed and for that purpose, whenever not otherwise officially engaged, must be present and assist the magistrate in cases of arrest and appear before and give advice to the grand jury whenever cases are presented to them for their consideration; and (2) draw all indictments and informations.

WHEREAS, § 7-4-2716, MCA, provides that the county attorney shall (1) attend the district court and conduct, on behalf of the state, all prosecutions for public offenses and represent the state in all matters and proceedings to which it is a party or in which it may be beneficially interested, at all times and in all places within the limits of the county; and (2) when ordered or directed by the attorney general to do so, promptly institute and diligently prosecute in the proper court and in the name of the state of Montana any criminal or civil action or special proceeding.

WHEREAS, § 7-4-2705, MCA, authorizes the COUNTY to employ, or authorize the County Attorney to employ, special counsel to assist in the prosecution of criminal cases pending in the county or to represent the county in any civil action in which the county is a party.

WHEREAS, Jed Fitch, the elected County Attorney has developed an unforeseen medical condition requiring the BOARD to seek temporary assistance to manage the COUNTY's civil and criminal caseload and to fulfill the obligations of the office until Mr. Fitch can resume the duties of his office.

WHEREAS, ATTORNEY is licensed to practice law in the State of Montana (Bar #9396) and has significant experience prosecuting felony level criminal offenses, both as a former Montana Deputy County Attorney and as a Special Assistant United States Attorney, and is willing to provide services to the COUNTY as a Acting County Attorney pursuant to § 7-4-2705, MCA.

AGREEMENT

THEREFORE, it is hereby agreed that ATTORNEY shall serve as a Acting Beaverhead County Attorney in accord with the following terms and conditions:

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1. **SCOPE:** ATTORNEY is authorized to represent the COUNTY and the STATE OF MONTANA in all criminal matters and is hereby appointed as a Acting Beaverhead County Attorney pursuant to § 7-4-2705, MCA.
2. **DUTIES:** Under the general direction of the COUNTY ATTORNEY, the ATTORNEY's duties shall include, but are not limited to:
 - a. Prosecuting all felony level criminal cases before the Fifth Judicial District Court, Beaverhead County, Montana.
 - b. Prosecuting all misdemeanor level criminal cases before the Beaverhead County Justice Court.
 - c. To litigate all civil cases and/or to advise the County on civil matters.
 - d. To supervise all employees and contract personnel employed by the Beaverhead County Attorney's Office.
 - e. Representing the COUNTY and the State of Montana in various courtrooms proceedings, including jury trials, bench trials, omnibus hearings, motions hearing, and other pre and post-trial hearings.
 - f. Reviewing police reports and witness statements.
 - g. Filing of criminal charges.
 - h. Negotiation of plea agreements.
 - i. Conducting legal research.
 - j. Interviewing witnesses.
 - k. Preparation of legal documents, briefs and opinions.
 - l. Preparation and review of search warrants and investigative subpoenas.
 - m. Attending meetings with legal and law enforcement personnel.
 - n. Conferring with, training, and advising public agencies on relative legal matters.
 - o. Working with the Montana Attorney General on cases before the Montana Supreme Court.
 - p. Other duties as assigned.

LEGAL SERVICES AGREEMENT

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BEAVERHEAD COUNTY Filed 5/10/2021 At 9:59

3. **OBLIGATIONS:** To facilitate the completion of the duties specified herein, ATTORNEY agrees:
 - a. To provide regular and routine hours, with ATTORNEY retaining ultimate authority to determine the hours of work, the length of workdays, and the means and methods of performance of the work. It is understood that ATTORNEY may to the extent permissible complete the duties herein remotely.
 - b. To make every attempt and effort to complete the work in the most efficient manner. Decisions regarding personal appearances for District Court or work to be completed shall be left to the personal discretion of the ATTORNEY.
 - c. To manage all case files in the case management system within the COUNTY.
 - d. To maintain total confidentiality of COUNTY records.
4. **COUNTY OBLIGATIONS:** To facilitate the completion of the duties specified herein, COUNTY agrees:
 - a. To provide full use of the Beaverhead County Attorney's Office, including but not limited to the case management system wherein all of the County Attorney pleadings are stored. The COUNTY shall provide remote access to the case management system.
 - b. To provide office space and the office legal assistant available to assist the ATTORNEY in preparation and management of the case files. All files shall be kept in the County Attorney's office with the exception of case files assigned to ATTORNEY. Case Files assigned to ATTORNEY shall be kept by ATTORNEY and ATTORNEY shall be responsible for safe and secure preservation of assigned files while off-site. All case files provided to the ATTORNEY shall be managed and organized by the existing legal assistants.
 - c. To make the legal assistant(s) available to assist the ATTORNEY in preparation and management of the case files. The legal assistant(s) opens files, conducts calendaring, collects discovery and will prepare the files for the ATTORNEY to review and handle.
 - d. To provide a government email account for the ATTORNEY's use as Acting Beaverhead County Attorney, and so that the COUNTY can maintain a record of ATTORNEY's communications on its behalf.
 - e. To provide all of the material, tools, experts, and equipment necessary to complete the tasks described herein, COUNTY may provide miscellaneous supplies such as paper, pens, file folders, and mailers to ATTORNEY.

LEGAL SERVICES AGREEMENT

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- f. To provide a badge or other form of identification confirming ATTORNEY's role as a Acting Beaverhead County Attorney.
 - g. To provide access to all legal research software and/or case filing software used by the COUNTY. I.e. Full Court, LexisNexus, WestLaw, FastCase, etc.
5. **COMPENSATION:** COUNTY agrees to pay ATTORNEY as follows:
- a. A flat rate of \$6,500 for up to 40 hours per month, inclusive of necessary travel time. Additional time approved by the COUNTY ATTORNEY to be paid at the rate of \$225 per hour, up to a maximum of \$1,800 per day.
 - b. Mileage, meal, and lodging expenses approved by the COUNTY ATTORNEY in accord with § 2-18-501 through § 2-18-512, MCA. The following expenses are considered to be preapproved:
 - i. Mileage for routine court appearances.
 - ii. Mileage, meals, and lodging expenses for any multi-day hearing or trial.
 - c. Registration costs, travel, meals, and lodging expenses for attendance at the summer Montana County Attorney Association conference in July of 2021. The cost of attendance may be split equally with any other government entity or political subdivision that has similarly agreed to this term.
 - d. The ATTORNEY's compensation for the first month shall be pro-rated from the start date.
6. **INVOICES:** ATTORNEY shall invoice the COUNTY on or about the 30th day of each of month. Monthly invoices shall be submitted to the BOARD for approval. COUNTY will pay according to its bimonthly claims cycle. Pursuant to § 17-8-242, MCA, payment of interest at .05% per day shall be added for any payments more than 30 days past due.
7. **CONFLICTS OF INTERESTS:** ATTORNEY may not engage in work that is a conflict of interest to the COUNTY. The COUNTY confirms:
- a. ATTORNEY's work with Law Enforcement Support Services, Inc., d/b/a Secure Warrant is not a conflict of interest.
 - b. ATTORNEY's work prosecuting for other governmental entities and political subdivisions is not a conflict of interest.
8. **PROPERTY:** All reports, data, and materials submitted by ATTORNEY shall be the sole and exclusive property of COUNTY. ATTORNEY may use any materials developed for COUNTY for other consultations where such use will not infringe upon

LEGAL SERVICES AGREEMENT

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the rights or identity of COUNTY. As authorized by § 7-4-2705, MCA, ATTORNEY is authorized to access Confidential Criminal Justice Information.

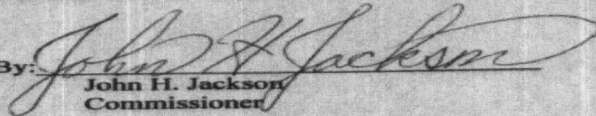
9. **TERMINATION:** This *Legal Services Agreement* may be terminated at any time by mutual written and signed consent of the parties. This *Legal Services Agreement* may be terminated by either party unilaterally by giving notice of the termination in writing at least thirty (30) days prior to the date of intended termination. All material and work product shall be promptly returned to COUNTY.
10. **IMMUNITY:** Pursuant to § 2-9-305, MCA, the COUNTY shall immunize, defend, and indemnify ATTORNEY for all actions taken within the course and scope of services provided as a Acting County Attorney in accord with this *Legal Services Agreement* and § 7-4-2705, MCA. The County agrees to provide insurance for the Attorney's acts and operations on behalf of the County.
11. **INDEPENDENT CONTRACTOR:** It is understood that the ATTORNEY is an independent contractor as defined by Montana law. ATTORNEY is a public officer for purposes of § 2-9-305, MCA, but shall not be considered an agent or partner in the conduct of business of the COUNTY or the State of Montana. No retirement benefits for health insurance or for retirement will be paid to ATTORNEY. ATTORNEY will not be covered by workers' compensation insurance through the COUNTY.
12. **INSURANCE:** Notwithstanding the COUNTY'S obligation under § 10 of this *Legal Services Agreement*, ATTORNEY shall independently maintain, Professional Liability Insurance, with limits of at least \$500,000 each claim/\$500,000 aggregate. A copy of the declarations page of ATTORNEY's current insurance policy must be submitted to COUNTY with the signed copy of this *Legal Services Agreement*.
13. **WORKERS COMPENSATION:** ATTORNEY shall comply with the provisions of the Montana Workers' Compensation Act in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the ATTORNEY nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. A copy of the declaration page of this current workers' compensation policy must be submitted to the COUNTY with the signed copy of this *Legal Services Agreement*.
14. **TERM:** The term of this contract shall be from April 1, 2021, through June 30, 2021, and may be extended indefinitely at the request of the BOARD. This *Legal Services Agreement* supersedes all prior agreements between the COUNTY and the ATTORNEY, and is specifically made retroactive to April 1, 2021, to encompass the prior agreement between the COUNTY and the ATTORNEY to serve as a Special Deputy County Attorney.

LEGAL SERVICES AGREEMENT

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15. **ASSIGNMENT:** ATTORNEY shall not assign, transfer or subcontract any portion of this *Legal Services Agreement* without the express written consent of the BOARD in accord with § 18-4-141, MCA.
16. **CHOICE OF LAW/VENUE:** Montana law governs this *Legal Services Agreement*. The parties agree that any litigation concerning this *Legal Services Agreement* must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and that each party shall pay its own costs and attorney fees. (§ 18-1-401, MCA).
17. **NOTICE:** All notices required or related to this *Legal Services Agreement* shall be provided by U.S. Mail:
- a. ATTORNEY at Cotner Law, PLLC, 2700 Radio Way, Missoula, MT 59808.
 - b. COUNTY at 2 S. Pacific St., Suite 4, Dillon, MT 59725.
18. **SEVERABILITY:** If any term or condition of this *Legal Services Agreement* or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this *Legal Services Agreement* are declared severable.
19. **ENTIRE AGREEMENT:** It is agreed by the parties named herein that this contract sets forth the entire agreement between COUNTY and ATTORNEY and there shall be no verbal agreement between the parties in violation or contravention of this contract. This Agreement may only be changed by mutual written agreement between COUNTY and ATTORNEY.

20. SIGNATURES:**BOARD OF BEAVERHEAD COUNTY COMMISSIONERS:**

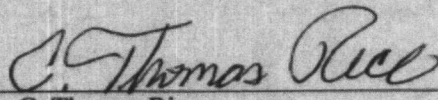
By: 
John H. Jackson
Commissioner

By: 
Michael J. McGinley
Commissioner

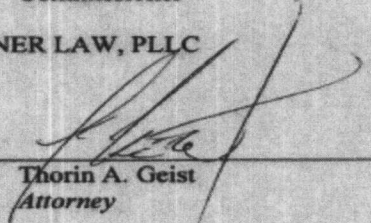
LEGAL SERVICES AGREEMENT

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109721 File: 2021-11 Page:7
BEAVERHEAD COUNTY Filed 5/10/2021 At 9:59 AM

By: 
C. Thomas Rice
Commissioner

COTNER LAW, PLLC

By: 
Thorin A. Geist
Attorney

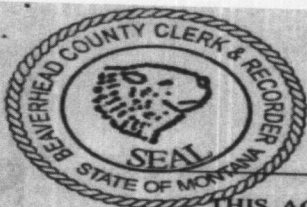
Discussion & Action ~ Misdemeanor Cases Contract

This is another legal service agreement but it is for Misdemeanor cases only. This Agreement is for Attorney Jacy Suenram. It is numbered 2021-12.

After brief discussion, the following motion was made:

MOTION: Commissioner McGinley moved and Commissioner Rice seconded that the Legal Services Agreement 2021-12 with Jacy Suenram to handle Misdemeanor Cases for Beaverhead County be signed and adopted. A verbal vote was taken and the motion carried unanimously.

A copy of this Agreement can be viewed below:



109722 Fee: \$ 0.00 File: 2021-12 Pag
BEAVERHEAD COUNTY Filed 5/10/2021 At
Stacey Reynolds, Clerk and Recorder
By: *Stacey Reynolds*

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of May, 2021, by and between the Beaverhead County Attorney's Office (hereinafter referred to as "COUNTY"), by and through Thorin A. Geist (hereinafter referred to as acting "COUNTY ATTORNEY"), and Jacy D. Suenram of SUEENRAM & BERGESON, 117 S. Idaho St., 2nd Floor, Dillon, MT 59725 (hereinafter referred to as "ATTORNEY").

RECITALS

WHEREAS, § 7-4-2712, MCA, provides that the COUNTY ATTORNEY is the public prosecutor and shall: (1) institute proceedings before magistrates for the arrest of persons charged with or reasonably suspected of public offenses when the county attorney has information that the offenses have been committed and for that purpose, whenever not otherwise officially engaged, must be present and assist the magistrate in cases of arrest and appear before and give advice to the grand jury whenever cases are presented to them for their consideration; and (2) draw all indictments and informations.

WHEREAS, § 7-4-2716, MCA, provides that the COUNTY ATTORNEY shall (1) attend the district court and conduct, on behalf of the state, all prosecutions for public offenses and represent the state in all matters and proceedings to which it is a party or in which it may be beneficially interested, at all times and in all places within the limits of the county; and (2) when ordered or directed by the attorney general to do so, promptly institute and diligently prosecute in the proper court and in the name of the state of Montana any criminal or civil action or special proceeding;

WHEREAS, § 7-4-2705, MCA, authorizes the COUNTY to employ, or authorize the COUNTY ATTORNEY to employ, special counsel to assist in the prosecution of criminal cases pending in the county or to represent the county in any civil action in which the county is a party.

WHEREAS, unforeseen circumstances have arisen that require the COUNTY to: (1) appoint Thorin A. Geist as the acting COUNTY ATTORNEY; and (2) to seek assistance to manage the COUNTY's caseload and to fulfill the obligations of the office.

WHEREAS, ATTORNEY is licensed to practice law in the State of Montana (Bar #50361935) and is willing to provide services to the COUNTY as a Special Deputy County Attorney pursuant to § 7-4-2705, MCA.

AGREEMENT

THEREFORE, it is hereby agreed that ATTORNEY shall serve as a Special Deputy Beaverhead County Attorney in accord with the following terms and conditions:

LEGAL SERVICES AGREEMENT

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109722 File: 2021-12 Page:2
BEAVERHEAD COUNTY Filed 5/10/2021 At 10

1. SCOPE: ATTORNEY is authorized to represent the COUNTY and the STATE OF MONTANA in all criminal matters and is hereby appointed as a Special Deputy Beaverhead County Attorney pursuant to § 7-4-2705, MCA. _____

2. DUTIES: Under the general direction of the COUNTY ATTORNEY, the ATTORNEY's duties shall include, but are not limited to: _____

- a. Prosecuting all misdemeanor criminal cases before the Justice Court of Beaverhead County, Montana. _____
- b. Representing the COUNTY and the State of Montana in various courtrooms proceedings, including jury trials, bench trials, omnibus hearings, motions hearing, and other pre and post-trial hearings. _____
- c. Reviewing police reports and witness statements. _____
- d. Filing of criminal charges (all charging decisions will be at the final discretion of the COUNTY ATTORNEY or the Attorney General for the State of Montana). _____
- e. Negotiation of plea agreements (all plea agreements will be subject to the final approval of the COUNTY ATTORNEY or the Attorney General for the State of Montana).
- f. Conducting legal research.
- g. Interviewing witnesses.
- h. Preparation of legal documents, briefs and opinions.
- i. Preparation and review of search warrants and investigative subpoenas.
- j. Attending meetings with legal and law enforcement personnel.
- k. Conferring with, training, and advising public agencies on relative legal matters.
- l. Working with the Montana Attorney General on cases before the Montana Supreme Court.
- m. Other duties as assigned.

3. OBLIGATIONS: To facilitate the completion of the duties specified herein, ATTORNEY agrees:

LEGAL SERVICES AGREEMENT

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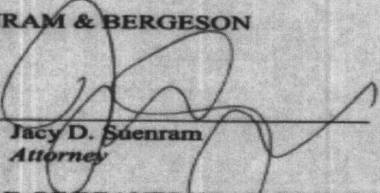
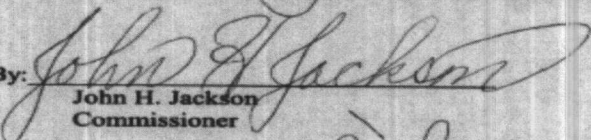
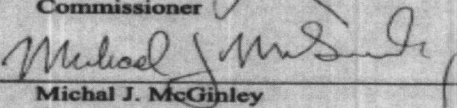
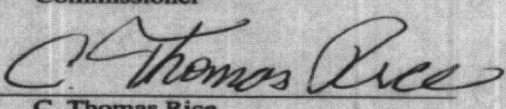
- a. To coordinate with and keep the COUNTY ATTORNEY apprised as to the status of any cases assigned.
 - b. To provide regular and routine hours, with ATTORNEY retaining ultimate authority to determine the hours of work, the length of workdays, and the means and methods of performance of the work. It is understood that ATTORNEY may to the extent permissible complete the duties herein remotely.
 - c. To make every attempt and effort to complete the work in the most efficient manner. Decisions regarding personal appearances for Justice Court or work to be completed shall be left to the personal discretion of the ATTORNEY in consultation with the COUNTY ATTORNEY.
 - d. To manage all case files in the case management system within the COUNTY.
 - e. To maintain total confidentiality of COUNTY records.
4. **COUNTY OBLIGATIONS:** To facilitate the completion of the duties specified herein, COUNTY agrees:
- a. To provide full use of the Beaverhead County Attorney's Office, including but not limited to the case management system wherein all of the County Attorney pleadings are stored. The COUNTY shall provide remote access to the case management system.
 - b. To provide office space and the office legal assistant available to assist the ATTORNEY in preparation and management of the case files. All files shall be kept in the COUNTY ATTORNEY's office with the exception of case files assigned to ATTORNEY. Case Files assigned to ATTORNEY shall be kept by ATTORNEY and ATTORNEY shall be responsible for safe and secure preservation of assigned files while off-site. All case files provided to the ATTORNEY shall be managed and organized by the existing legal assistants.
 - c. To make the legal assistant(s) available to assist the ATTORNEY in preparation and management of the case files. The legal assistant(s) opens files, conducts calendaring, collects discovery and will prepare the files for the ATTORNEY to review and handle.
 - d. To provide a government email account for the ATTORNEY's use as a Special Deputy Beaverhead County Attorney, and so that the COUNTY can maintain a record of ATTORNEY's communications on its behalf.

- e. To provide all of the material, tools, experts, and equipment necessary to complete the tasks described herein, COUNTY may provide miscellaneous supplies such as paper, pens, file folders, and mailers to ATTORNEY.
 - f. To provide a badge or other form of identification confirming ATTORNEY's role as a Special Deputy Beaverhead County Attorney.
 - g. To provide access to all legal research software and/or case filing software used by the COUNTY. I.e. Full Court, LexisNexus, WestLaw, FastCase, etc.
5. **COMPENSATION:** COUNTY agrees to pay ATTORNEY as follows: —
- a. An hourly rate of \$190.00 per hour. —
 - b. The ATTORNEY's compensation for the first month shall be pro-rated from the start date.
6. **INVOICES:** ATTORNEY shall invoice the COUNTY on or about the 30th day of each of month. Monthly invoices shall be submitted to COUNTY ATTORNEY for approval, COUNTY ATTORNEY shall then complete and submit a claim form to COUNTY for payment. COUNTY will pay according to its bimonthly claims cycle. Pursuant to § 17-8-242, MCA, payment of interest at .05% per day shall be added for any payments more than 30 days past due.
7. **CONFLICTS OF INTERESTS:** ATTORNEY may not engage in work that is a conflict of interest to the COUNTY, as determined by the COUNTY ATTORNEY.
8. **PROPERTY:** All reports, data, and materials submitted by ATTORNEY shall be the sole and exclusive property of COUNTY. ATTORNEY may use any materials developed for COUNTY for other consultations where such use will not infringe upon the rights or identity of COUNTY. As authorized by § 7-4-2705, MCA, ATTORNEY is authorized to access Confidential Criminal Justice Information.
9. **TERMINATION:** This *Legal Services Agreement* may be terminated at any time by mutual written and signed consent of the parties. This *Legal Services Agreement* may be terminated by either party unilaterally by giving notice of the termination in writing at least thirty (30) days prior to the date of intended termination. All material and work product shall be promptly returned to COUNTY.
10. **IMMUNITY:** Pursuant to § 2-9-305, MCA, the COUNTY shall immunize, defend, and indemnify ATTORNEY for all actions taken within the course and scope of services provided as a Special Deputy County Attorney in accord with this *Legal Services Agreement* and § 7-4-2705, MCA. The County agrees to provide insurance for the Attorney's acts and operations on behalf of the County.

- 11. INDEPENDENT CONTRACTOR:** It is understood that the ATTORNEY is an independent contractor as defined by Montana law. ATTORNEY is a public officer for purposes of § 2-9-305, MCA, but shall not be considered an agent or partner in the conduct of business of the COUNTY or the State of Montana. No retirement benefits for health insurance or for retirement will be paid to ATTORNEY. ATTORNEY will not be covered by workers' compensation insurance through the COUNTY.
- 12. INSURANCE:** Notwithstanding the COUNTY'S obligation under § 10 of this *Legal Services Agreement*, ATTORNEY shall independently maintain, Professional Liability Insurance, with limits of at least \$500,000 each claim/\$500,000 aggregate. A copy of the declarations page of ATTORNEY's current insurance policy must be submitted to COUNTY with the signed copy of this *Legal Services Agreement*.
- 13. WORKERS COMPENSATION:** ATTORNEY shall comply with the provisions of the Montana Workers' Compensation Act in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the ATTORNEY nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. A copy of the declaration page of this current workers' compensation policy must be submitted to the COUNTY with the signed copy of this *Legal Services Agreement*.
- 14. TERM:** The term of this contract shall be from May ____, 2021, through June 30, 2021 and may be extended indefinitely at the request of the COUNTY ATTORNEY.
- 15. ASSIGNMENT:** ATTORNEY shall not assign, transfer or subcontract any portion of this *Legal Services Agreement* without the express written consent of the COUNTY ATTORNEY in accord with § 18-4-141, MCA.
- 16. CHOICE OF LAW/VENUE:** Montana law governs this *Legal Services Agreement*. The parties agree that any litigation concerning this *Legal Services Agreement* must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and that each party shall pay its own costs and attorney fees. (§ 18-1-401, MCA).
- 17. PRIOR AGREEMENTS:** This *Legal Services Agreement* supersedes all prior agreements between the COUNTY and the ATTORNEY.
- 18. NOTICE:** All notices required or related to this *Legal Services Agreement* shall be provided by U.S. Mail:
- a. ATTORNEY at SUENRAM & BERGESON, P.O. Box 1366, Dillon MT 59725.
 - b. COUNTY at 2 S. Pacific St., Ste 4, Dillon, MT 59725.

LEGAL SERVICES AGREEMENT

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- 19. SEVERABILITY:** If any term or condition of this *Legal Services Agreement* or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this *Legal Services Agreement* are declared severable.
- 20. ENTIRE AGREEMENT:** It is agreed by the parties named herein that this contract sets forth the entire agreement between COUNTY and ATTORNEY and there shall be no verbal agreement between the parties in violation or contravention of this contract. This Agreement may only be changed by mutual written agreement between COUNTY and ATTORNEY.
- 21. SIGNATURES:**
- SUENRAM & BERGESON
- By: 
Lucy D. Suenram
Attorney
- BOARD OF BEAVERHEAD COUNTY COMMISSIONERS:
- By: 
John H. Jackson
Commissioner
- By: 
Michal J. McGinley
Commissioner
- By: 
C. Thomas Rice
Commissioner

LEGAL SERVICES AGREEMENT

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Commissioner Rice left the meeting.

Drought Task Force

DES Coordinator Tom Wagenknecht set up the Drought Task Force Meeting. The meeting convened at 11:00 a.m.

A copy of the sign in sheet can be viewed below:

JURISDICTION USING SOFT MATCH: <u>Beaverhead County DES</u>			Training/Event/Meeting Sign in Sheet				
POINT OF CONTACT OR LEAD INSTRUCTOR: <u>Tom Wagenknecht</u>							
EVENT/MEETING NAME: <u>Drought Task Force</u>							
LOCATION: <u>BVHD Co. Courthouse Commissioners' Room</u>							
DATE AND TIME: <u>05/10/2021 @ 11:00am</u> CONTACT HOURS: <u>5</u>							
Name / Title: <u>Mike Melby</u>	E-mail or Phone #: <u></u>	EMPG/Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	Cost per	Hourly \$ for Volunteers	Total Soft Match
Organization: <u>Beaverhead Co.</u>	Address: <u></u>						
Name / Title: <u>Cindy Decker</u>	E-mail or Phone #: <u></u>	EMPG/Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	Cost per	Hourly \$ for Volunteers	Total Soft Match
Organization: <u>Commish Assist</u>	Address: <u></u>						
Name / Title: <u>BJ Klose</u>	E-mail or Phone #: <u>DillonFire1830@gmail.com</u>	EMPG/Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	Cost per	Hourly \$ for Volunteers	Total Soft Match
Organization: <u>Dillon Volunteer Fire Dept</u>	Address: <u>405 N. Idaho St.</u>						
Name / Title: <u>Ray Carroll</u>	E-mail or Phone #: <u></u>	EMPG/Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	Cost per	Hourly \$ for Volunteers	Total Soft Match
Organization: <u>MEI</u>	Address: <u></u>						
Name / Title: <u>Casey Elliott</u>	E-mail or Phone #: <u></u>	EMPG/Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	Cost per	Hourly \$ for Volunteers	Total Soft Match
Organization: <u>Dillon Trib</u>	Address: <u></u>						
Name / Title: <u>Travis Wilson</u>	E-mail or Phone #: <u></u>	EMPG/Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	Cost per	Hourly \$ for Volunteers	Total Soft Match
Organization: <u>Lima FD</u>	Address: <u></u>						
Name / Title: <u>Tracy Sawyer</u>	E-mail or Phone #: <u></u>	EMPG/Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	Cost per	Hourly \$ for Volunteers	Total Soft Match
Organization: <u>BVHD Co</u>	Address: <u></u>						

JURISDICTION USING SOFT MATCH: <u>Beaverhead County DES</u>			Training/Event/Meeting Roster				
POINT OF CONTACT OR LEAD INSTRUCTOR: <u>Tom Wagenknecht</u>							
EVENT/MEETING NAME: <u>Drought Task Force</u>							
LOCATION: <u>BVHD Co. Courthouse Commissioners' Room</u>							
DATE AND TIME: <u>05/10/2021 @ 11:00am</u> CONTACT HOURS: <u>5</u>							
Name / Title: <u>Rob Maciorowski</u>	E-mail or Phone #: <u></u>	Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	.56 Cost per	2013 Hourly \$ for Volunteers	Total Soft Match
Organization: <u>Bvhd Co.</u>	Address: <u></u>						
Name / Title: <u>Tom Wagenknecht</u>	E-mail or Phone #: <u></u>	Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	.56 Cost per	2013 Hourly \$ for Volunteers	Total Soft Match
Organization: <u>DES Bvhd Co.</u>	Address: <u></u>						
Name / Title: <u>Pochelle Huerning</u>	E-mail or Phone #: <u></u>	Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	.56 Cost per	2013 Hourly \$ for Volunteers	Total Soft Match
Organization: <u>DES Bvhd Co.</u>	Address: <u></u>						
Name / Title: <u></u>	E-mail or Phone #: <u></u>	Federally Funded? <u>Yes (No)</u>	Trip Miles	Total Hours	.56 Cost per	2013 Hourly \$ for Volunteers	Total Soft Match
Organization: <u></u>	Address: <u></u>						

National Weather Service

Arin Peters from the National Oceanic and Atmospheric Association joined the meeting via "GoToMeeting" and began his presentation.

Bureau of Rec/East Bench Irrigation/Clark Canyon Water Users – Dennis Miotke

Dennis handed out his progress report (a copy of which can be viewed below) and reviewed it aloud. Dennis noted that the inflows for the last five days in Clark Canyon Reservoir, are the lowest he has seen in the last 34 years.

DROUGHT TASK FORCE MONTHLY MEETING

May 10, 2021

PROGRESS REPORT

CLARK CANYON RESERVOIR:

	<u>ELEVATION</u>	<u>STORAGE</u>	
YEAR: APRIL 2021	5540.20'	145,124 a/f	83% Full, 108% of avg.
YEAR: APRIL 2020	5542.60'	166,633 a/f	95% Full, 126% of avg.
	Difference	- 21,509 a/f	

Present Elevation: 5539.53feet; 142,020 Storage: a/f 81% Full, 106% of avg.
Inflows (Last five (5) days Average: 64 cfs/day
Present releases: 354 cfs

INFLOWS FOR: APRIL 2021	6,399 a/f	108 cfs/day	45% Avg
INFLOWS FOR: APRIL 2020	14,543 a/f	244 cfs/day	103% Avg.

RELEASES FOR: APRIL 2021	3,074 a/f	Storage Gain: 3,325a/f
RELEASES FOR: APRIL 2020	5,350 a/f	Storage Gain: 9,193 a/f

SNOW PACK: Above Clark Canyon Reservoir	
May 10, 2021	50%
May 10, 2020	76%
Above Lima Dam	
May 10, 2021	20%
May 10, 2020	43%

Lima Dam:

May 10, 2021: Elevation: 6577.39 ft; Storage: 55,715 a/f; 65% Full; 95% of avg.
 May 10, 2020: Elevation: 6580.71 ft; Storage: 71,905 a/f; 84% Full; 124% of avg.
 Difference - 16,190 a/f

Inflows (Last five (5) days Average: 219 cfs/day
 Present releases: 32.55cfs

Centennial Valley Association Drought Coordinator – Katie Pabody

The Centennial Valley Association Drought Coordinator Katie Pabody joined the meeting via GoToMeeting.

DNRC

None

Forest/BLM

None

State Lands

None

Dillon VFD

None

County Fire Warden

None

City of Dillon

None

Extension Service

None

Fish, Wildlife and Parks

None

Madison County DES Report

None

Watershed Report

None

Next Meeting

The next Drought Task Force Meeting will be tentatively set for June 14, 2021 at 11:00 A.M. in the Commissioners' Room of the Beaverhead County Courthouse.

This meeting was adjourned at 11:20 a.m.

Recess

At 12:00 noon, Chairman Jackson recessed the meeting. At 1:30 p.m., Chairman Jackson reconvened the meeting with Commissioner McGinley and their Assistant Cindy Decker present. Commissioner Rice was absent.

Discussion & Action ~ Dell Frontage Road – MDT Speed Study Request

Beaverhead County resident Chris Brozell joined the meeting. Commissioner Jackson said that Beaverhead County resident Dubs Horgan has asked the commissioners to request a speed study to be conducted by the MDOT on the Frontage Road going through Dell.

After brief discussion, the following motion was made:

MOTION: Commissioner McGinley moved and Commissioner Jackson seconded that the commissioners write a letter requesting the MDOT consider conducting a speed study on the frontage road in the Dell area. A verbal vote was taken and the motion carried unanimously.

A copy of the letter can be viewed below:

**Beaverhead County Commissioners**

2 South Pacific St., Ste. #4

Dillon, MT 59725-4000

Phone: (406)688-8750 Fax: (406)688-8772

trice@beaverheadcounty.org

mmcginley@beaverheadcounty.org

jjackson@beaverheadcounty.org

May 11, 2021

MT Department of Transportation (MDOT)
Mr. Lee C. Alt
Butte – District Traffic Engineer
lalt@mt.gov

Dear Mr. Alt:

At the May 10, 2021 Beaverhead County Commissioners' regular meeting, there was discussion prompted by a concerned citizen regarding speeding issued on the Frontage Road by and through Dell.

After reviewing the information submitted, the Beaverhead County Commissioners are requesting that MDOT to do a speed study of the Frontage Road in the Dell area.

Thank you and MDOT for working with the communities and citizens of Beaverhead County.

Sincerely,

Handwritten signature of John H. Jackson.

John H. Jackson
Chairman

Handwritten signature of C. Thomas Rice.

C. Thomas Rice
Commissioner

Handwritten signature of Michael J. McGinley.

Michael J. McGinley
Commissioner

:cfid

Discussion ~ Schedule "A" Agreement – Forest Service

Forest Service Engineering Equipment Operator JS Turner, Dillon District Ranger Jamie Tripp, GIS Coordinator Tracy Sawyer and Bob Ferris joined the meeting. Mike began the discussion regarding the Cooperative Forest Road Agreement. According to this agreement, we must have a meeting every year and that annual meeting is today. This agreement is in effect until December 31, 2022. During this meeting, we will approve the changes of road listings on the Schedule "A", approve the annual maintenance plan and approval of projects agreements (possibly Clark Creek).

JS stated that Clark Creek was a change from last year and Centennial Divide (Ruby Divide Road) which is 6.4 miles to cattle guard. The Grading agreement will stay the same and the Snowmobile parking lots will stay the same. A one-year project addition will be Clark Creek Road which will be county gravel by contract.

Jamie wanted to be sure that the road segment on the map includes the second cattle guard. JS stated that the road miles are 1.15 miles from byway to immediately past Rio Blanco Road. Tracy will provide a new map for 2021 with these changes.

JS needs to install a 36 " pipe or culvert up there before the Clark Creek project begins. This will get some good slope for water drainage. He plans on doing it soon. Jamie commented that by putting this in the Schedule "A", even if it's only for a year, both the Forest Service and the Commissioners will receive less phone calls regarding Clark Creek.

The Forest Service is working on the process for how to receive or request GAOA (Great American Outdoors Act) funds.

Unfinished Business/Other Topics of Discussion

Routine matters occupied the attention of the Board for the remainder of the day.

Payment of Invoices

The Commissioners reviewed and approved invoices for a total of \$32,264.04, beginning with check #207136 and ending with check #207190. The Invoice Payment Schedule is located in the Financial Administrator's Office.

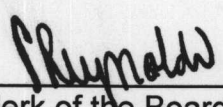
Public Comments on Subjects Under County Jurisdiction

There were no public comments.

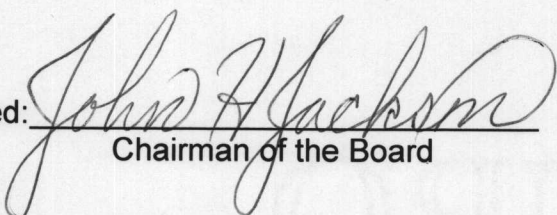
Adjourn

There being no further business to come before the Board, the meeting was adjourned at 5:00 p.m.

Attest: _____


Clerk of the Board

Approved: _____


Chairman of the Board