

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



Members

George Real Bird III, Presiding Officer
Larry Vandersloot, Member
Lawrence Pete Big Hair, Member

**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
February 9, 2023
9:00 AM**

1. Call to Order

2. Roll Call

Chairman Real Bird calls the meeting to order. Dave Mulligan, US Dept of Transportation, John Torske, State of Montana, Tom Ackerman, BHC News were also in attendance.

3. Claim Approvals

Claims approval for week of 2/8/23.

4. Approve Minutes and Supporting Documents

5. Old Business

6. New Business

Felt Martin Engagement Letter

Jeanne Torske, County Attorney, discusses bringing Felt Martin on to help with the issues Wyola school is having.

Matt Bender Real Estate Engagement Letter

Jeanne Attorney, County Attorney, reviewed the engagement letter and agrees it looks good. The county will be having Matt Bender appraise the She will recuse herself from this project from here

EMPG

Commissioner Real Bird explains the EMPG grant for Brians Mischel, DES, to commissioner Big Hair.

Karpel

County Attorney, Jeanne Torske, would like to purchase additional Karpel licenses for a total of nine, for her office once fully staffed. annual fee is \$450 per license for year

One Health User Agreement

7. Public Comments

Dave Mulligan, US Department of Transportation, discusses pipeline safety and PHMSA. Dave has a presentation of all the pipelines in Big Horn County. Cory McIlvain, CHS, joins the meeting. Dave

shares an interactive map of all pipelines. He gives different resources for pipeline safety. He then goes over the hazardous material portion and grants information that is available to the county. Commissioner Vandersloot asks how they inspect these pipelines. Cory explains that they build them with the intention of them lasting for at least 100 years. He explains the process of how the pipelines are produced and the building process. They ultimately follow PHMSA's guidelines integrity management program. They use what's called a smart pig that runs the entire line and measures thickness and reports other stats to make sure the pipeline is up to the integrity management programs standards. John shares the utilization of this system and how beneficial it can be but does not replace the 811 process.

8. Discussion

County Attorney, Jeanne Torske, began discussion over One Health's proposal for using Heritage Acres for yoga classes. She had questions about length of time and price. She suggested the yoga instructor have insurance or One Health carry the insurance. What level of certification do they want the instructor to have and explains the different levels? Peri Schenderline, Administrative Assistant, will set up a meeting with one health to discuss the details.

Jeanne asks Commissioner Vandersloot about the janitorial services agreement for heritage.

Commissioner Vandersloot hasn't had a chance to discuss with anyone.

She will be moving forward with AJ Espinoza, Road Superintendant, on selling the old grader to the city. Jeanne moves onto Community School road and the pipeline that runs under that road is causing damage to the road. Jeanne discusses the policies she'd like to add to decrease liability. Healthy Montana kids contract is stalled out with legal.

9. Adjourn



FELT MARTIN
PC

Laurence R. Martin	Joseph A. Soueidi
Jeffery A. Hunnes	Roberta A. Berkhof
Jeffrey A. Weldon	Kyle A. Moen
Martin S. Smith	Ryan A. Stewart

Of Counsel:

Joel E. Guthals	Kenneth S. Frazier
J. Reuss	Mary E. Duncan

lmartin@feltmartinlaw.com

January 31, 2023

Jeanne Torske
Big Horn County Attorney
Big Horn County Attorney's Office
PO Box 908
Hardin, MT 59034

Via Email: jtorske@bighorncountymt.gov

RE: Legal Representation Agreement

Dear Jeanne,

Thanks for reaching out with respect to the needs of Big Horn County for legal representation. Although we do not like to be too formal when establishing a relationship with a new client, fundamental to a sound relationship is an understanding of the terms and conditions upon which we will be providing legal services. This agreement will be effective on the first day of the month in which it is signed.

Scope of Representation. We will represent you in connection with the following issues as they relate to the Wyola School District:

- Limiting the County's liability, if any, associated with Wyola's mismanagement of funds, including the failure to pay the payroll taxes and alleged grant fraud;
- Providing advice on how the County should address allegations of schoolboard election fraud;
- Provide advice on how the County should address the removal of the superintendent of Wyola schools;
- Provide advice on how the County should handle allegations of civil rights violations and hostile work environments; and
- What, if any, duty does the County have to Wyola and the State in relation to the acts of Wyola's schoolboard or superintendent.

The above includes, among other thing, negotiating, reviewing and, as necessary, drafting appropriate documents.

Our representation is limited only to the specific matters listed above. Under this agreement, we will not provide other services which are expressly excluded from our representation. If you would like counsel and representation from us on other matters, we would be happy to continue on with representation following a discussion of the issues with you.

Letter to Jeanne Torske
Re: Engagement Agreement
Jan. 31, 2023

Legal Representation. I will be the attorney primarily responsible for the representation with the assistance of others in our office. If questions or comments arise about our services, staffing, billing, or any other aspects of our representation, please contact me. We intend to provide quality legal services in an efficient, economical manner. This may necessitate involving others within the firm, as well as legal assistants who are not attorneys but are experienced in the preparation of documents and the completion of various tasks.

We will provide legal counsel and assistance to the County, keeping you reasonably informed of progress and developments, and respond to inquiries. To enable us to effectively render these services, we ask you to disclose fully and accurately to us all facts that may be relevant to matters in which we are engaged or that we may otherwise request.

Hourly Fees: All services provided hereunder will be at an hourly rate. For services provided under the hourly rate, we will charge a public entity rate of \$250.00 per hour for attorney work and \$125.00 an hour for paralegal and legal assistant work.

Rate Adjustment. These rates may be adjusted from time to time. We will notify you of any adjustments.

Costs. In addition to our fees, we will bill for disbursements that we incur while representing you in any matter.

Billing. Each month we will furnish you with a statement describing our services and disbursements. All statements are due within thirty (30) days of receipt of the bill. Please let me know if that time frame is not ---able for the County.

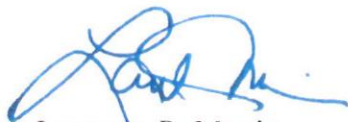
Termination of Representation. Either of us may terminate this relationship at any time for any reason by giving written notice to the other party. Our representation of the County will terminate immediately upon the giving of this notice by either party. Upon termination by either party for any reason:

1. The County agrees to pay our fees through the date of termination calculated at the hourly rate or rates stated above;
2. The County agrees to pay expenses incurred through the date of termination; and
3. The County is entitled to an electronic copy of the files we maintain on any matter if requested (except any original documents will be returned to you in the form we received them), and we are entitled to retain the file contents.

Assuming the terms and conditions of our representation contained in this letter meet with your approval, please acknowledge your acceptance by signing in the space provided below and returning the signed engagement to me. We look forward to working with you and the County.

Letter to Jeanne Torske
Re: Engagement Agreement
Jan. 31, 2023

Sincerely,



Laurence R. Martin

CONSENT TO ENGAGEMENT AGREEMENT

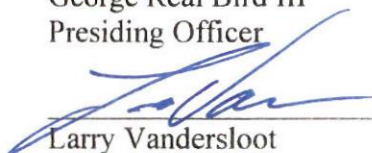
I have read and understand the terms and conditions set forth in this letter and agree to them.



George Real Bird III
Presiding Officer

02.09.2023

Date



Larry Vandersloot
Member

2/9/23

Date



Lawrence Big Hair
Member

2/9/23

Date

Matt Bender

Certified General Real Estate Appraiser and Consultant
2320 3rd Avenue North
Billings, MT 59101
(406) 670-6841

Jan. 27, 2023

To: Big Horn County Board of Commissioners
c/o Peri Schenderline, Administrative Assistant
Room 302, Big Horn County Courthouse
121 W. 3rd, Hardin, MT 59034

RE: The appraisal of the following property:

314 North Custer Ave., Hardin MT 59034

Dear Commissioners:

Per the previous discussion regarding your need for appraisal services on the above-referenced property located in Hardin, Mont., I'm pleased to have the opportunity to provide my services. Upon execution, this letter will constitute an engagement between me and the client, Big Horn County, to perform an appraisal on the above stated real property.

I will provide an Appraisal Report utilizing those approaches (Cost, Income Capitalization, or Sales Comparison) that are most appropriate for the property being appraised. The fee for the service will be \$4,500, due upon delivery of the completed report.

I anticipate starting the appraisal process with a viewing of the property on March 6, 2023 and deliver the completed report to you approximately on or before March 17, 2023.

The purpose of the appraisal is to determine the fair market value of the property. The intended use will be to aid or support decisions related to purchasing the property. The property rights appraised are the fee simple estate. The effective date of the report will be the day I view the property. The intended users of the appraisal report will be appropriate Big Horn County officials and the report is intended for their sole and exclusive use.

The report may not be distributed to or relied upon by other unintended users, persons or entities nor shall any entity/person not named as an intended user in the report infer that they are an intended user. The depth of discussion is specific to your needs and for the intended use. The appraiser is not responsible or liable for any unauthorized use of the report. The appraisal will be prepared in accordance with USPAP and the needs of the client, Big Horn County.

Please understand the terms, provisions, and conditions contained within the body of this letter, together with your additional instructions, will constitute our agreement regarding the appraisal of the above-referenced property. If this letter is acceptable, **please endorse and return a copy of this letter** confirming this arrangement. I will proceed with the assignment when I receive written confirmation.

Thank you for this opportunity and I look forward to working with you. If you have any questions please feel free to contact me at 406-670-6841 or my email address at M.L.Bender24@gmail.com.

Respectfully submitted,

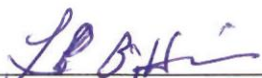


Matt Bender
Certified General Real Estate Appraiser
State Of Montana License No. REA-RAG-LIC-9279

Acceptance of Engagement Letter

By:  Date: 02.09.2023
Commissioner George Real Bird III, Presiding Officer

By:  Date: 2/9/23
Commissioner Larry Vandersloot, Member

By:  Date: 2/9/23
Commissioner Lawrence Pete Big Hair, Member

BIG HORN COUNTY ATTORNEY'S OFFICE-MT

CONTRACT AMENDMENT



PROSECUTORbyKarpel®



9717 Landmark Parkway. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 • www.karpel.com

This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Big Horn County, a political subdivision of the State of MT (hereinafter referred to as "Client") is for the consideration of the items set forth below regarding the Client's use of the licensed copyrighted software, PROSECUTORbyKarpel® (herein referred to as PbK).

1. On March 20th 2020, Client agreed to purchase 3 user licenses for the use of the copyrighted software program PbK.
2. Client agrees to purchase additional licensing at the current pricing specified below, based on Karpel Solutions License Terms and Use as stated in Section 2 of this agreement.

1. INVESTMENT SUMMARY

Description	Quantity	Price	Total Cost
PROSECUTORbyKarpel license (One Time fee)	6	\$2,250	\$13,500
PROSECUTORbyKarpel Annual Support/Maintenance fee	6	\$450	\$2,700
Hosting Services	6	\$100	\$600
Total			\$16,800

2. LICENSE TERMS AND USE

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week together). The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.

KARPEL

9717 Landmark Parkwav. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 • www.karpel.com

4. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

3. OTHER

All other terms and conditions apply – see original contract.

IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Terms and Conditions set forth in the original contract. The signatories warrant they have the authority to bind their respective party.

Big Horn County

Robert M.

Name

County Commissioner

Title

02.09.2023

Date

Karpel Solutions

Name

Title

Date