

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
March 21, 2024
9:30 AM**

Members

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

1. Call to Order

Commissioner Vandersloot, Presiding Officer calls meeting to order.

2. Roll Call

Commissioner Vandersloot, Presiding Officer, Commissioner Real Bird, member were both in attendance.

3. Claim Approvals

Commissioner Real Bird entertained a motion to approve 1214. The motion was seconded by Commissioner Vandersloot and passed unanimously.

4. Approve Minutes and Supporting Documents

5. Personnel/Legal

Jeanne Torske, County Attorney, and Heather Ready, Deputy County Attorney, joined the meeting for the legal update. They will be reviewing the rodeo contract and it is scheduled for next week. They will draft a letter to the editor about the road levy.

6. Old Business

7. New Business

Health Board Appointment

This will be tabled until Commissioner Big Hair is present and available to vote.

County Planning Board Appointment

Commissioner Real Bird entertained a motion to appoint Brian Mischel to the county planning board. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Fair Contracts

Commissioner Real Bird entertained a motion to approve contracts with Landa Uffelman, Daina Green and Paul Green. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Road/Fire Budget Transfer

Commissioner Real Bird entertained a motion to approve the road and fire budget transfer of \$50,000 from fixed assets to repair services. The motion was seconded by Commissioner Vandersloot and passed unanimously.

8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: 
Larry Vandersloot, Presiding Officer

Attest: Peri Schenderline
Peri Schenderline, Deputy Clerk & Recorder

MAR 19 2024 RCVD
LV LP GRB3

Brian Mischel

PO Box 908

Hardin, MT 59034

bmischel@bighorncountymt.gov

406.665.1731

01/31/2024

County Planning Board

121 3rd St W

Hardin, MT 59034

To Whom It May Concern,

I am writing to express my interest in joining the County Planning Board. I believe my skills in Emergency Management, Floodplain Administration, and GIS align well with the responsibilities of the Planning Board. I am confident that my perspective would make a positive impact on the board's endeavors.

Thank you for considering my application. I look forward to the possibility of discussing my qualifications in more detail and the opportunity to contribute to the continued success of the Planning Board.

Sincerely,



Brian Mischel

Entertainment Superintendent Service Agreement

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 21st day of March, 2024, by Landa Uffelman, an individual ("Individual") whose address is 206 N Center Ave, Hardin, MT 59034 and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is PO Box 908, Hardin, MT 59034. Individual and County may be referred to herein as "Party" or, collectively, the "Parties."

- I. **Scope.** Individual agrees to assist with the planning, organization, and supervision of the daily operations of entertainment at the 2024 County Fair. Individual is responsible for negotiating fair budget with County Commissioners. Individual will be responsible for communicating and overseeing fair entertainment budget in coordination with the Animal Superintendents, Budget Superintendent and Fair Superintendent. Individual will direct the daily operation of the fairground maintenance crew prior to, during and following the fair to ensure the successful execution of entertainment at the fair.
- II. **INDIVIDUAL Support.** Individual will provide the following support:
 - a. Will book entertainment- Schedule, Payment, Contracts, Hotel Room, Staging, etc.
 - b. Manage and design website
 - c. Manage Facebook page
 - d. Design posters and tri-folds
 - e. Hang posters in town and surrounding areas
 - f. Coordinate sponsors and fundraising
 - g. Manage advertisement including creating ads for radio and social media
 - h. Oversee small activities and events
 - i. Coordinate logistics for supplies
 - j. Setup and tear down events
 - k. Decorate fair themes
 - l. Coordinate logistics for volunteers/workers and entertainment vendors
 - m. Will work with the fair superintendent as a liaison with the rodeo production team and the Indian relay production crew.
 - n. Coordinate with the superintendents, the fair entertainment schedule
 - o. Attract and promote vendors
 - p. Work with the county and its contractor for security, fair gate admissions and ground cleanup/maintenance.
 - q. Report to the county commissioner's overall status following the fair.

- III. **Event Preparation and Logistics.**
- a. Work with the maintenance crew to schedule needs required prior to the fair.
 - b. Coordinate with the Fair Superintendent, that banners are hung and events are properly staffed and in attendance.
 - c. Identify responsibilities for both volunteers and county personnel during the fair.
 - d. Coordinate with the city of Hardin to provide water for the arena
- IV. **COUNTY Support.** County agrees to provide the following support:
- a. Work with the Entertainment Superintendent to establish a budget.
 - b. Provide security, gate admissions, fairground cleanup/maintenance and access necessary for the Superintendent to execute a county fair.
 - c. Make available extension and accounting to the staff as needed to execute a county fair.
- V. **Fees.** In exchange for Individual's Services, County shall pay **\$15,000.**
- VI. **County Insurance.** County shall obtain liability insurance covering the fair. Is understood that County's insurance policy is primary to any other valid and collectible insurance available.
- VII. **Crew Waivers.** Individual shall be required to sign a waiver, assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the County Fair.
- VIII. **Independent Contractor & No Exclusivity.** Individual shall be an independent contractor and not an agent, employee, partner, joint venture, or legal representative of County. The County is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Individual. The Individual is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement. County acknowledges and agrees that nothing in this Agreement shall prohibit Individual from providing services to other clients or to otherwise engage in Individual's business activities.
- IX. **Suitability.** It is the County's responsibility to ensure that the County Fair and any services provided by Individual, conform to and do not violate any contractual, legal, permitting, zoning, and other restriction imposed on County by any third party or any local, state, or federal entity.
- X. **Dispute Resolution.** If a Party fails to perform its responsibilities hereunder in any material respect, the non-breaching Party shall provide written notice of any such failure, and the breaching Party shall thereafter have a reasonable opportunity to cure any such failure. If the breaching Party cures or reasonably commences to cure any such failure, it shall be as if such breach never occurred, and this Agreement shall continue in full force and effect, unaffected by the non-breaching Party's notice.
- XI. **Term of Agreement and Termination.**

- XII. a. Term. The term of this Agreement shall extend through the 2024 County Fair. Should the 2024 County Fair, due to inclement weather, the Term of this Agreement shall end after the last scheduled date of the 2024 County Fair.
- XIII. b. Termination. This Agreement may be terminated; (i) by the mutual written agreement of the Parties; (ii) by County's failure to provide any required payment; or (iii) by a Party upon failure of the other Party to substantially perform its responsibilities hereunder in any material respect, provided that the nonbreaching Party complied with the opportunity to cure as described herein. The Parties agree that the decision to cancel the County Fair due to inclement weather shall be jointly made by the Parties at the time of the County Fair.
- XIV. **Miscellaneous Provisions**
- a. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.
- b. Force Majeure. If either Party hereto is delayed or hindered in, or prevented from the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe weather, pandemic, or other natural disasters, the inability to procure materials or supplies, or other reasons of a like nature that are not the fault of the Party delayed in performing work or doing acts required under this Agreement, the performance of such acts shall be excused for the period of the delay, and the period of the performances of any such act shall be extended for a period equivalent to the period of such delay.
- c. Waiver. The waiver of or the failure of a Party to enforce any provision of this Agreement Shall not constitute a waiver of any subsequent violation or the relinquishment of any right hereunder.
- d. Integration; Amendment. This Agreement represents the entire agreement between Parties and supersedes any prior oral or written agreements or representations between the Parties. This Agreement may not be amended, except by a written agreement signed by both Parties.
- e. Severability. If any term, provision, or condition in this Agreement is deemed or declared unenforceable, invalid, or void, the same will not impair or invalidate any other provision herein.
- f. Successors and Assigns. The terms herein are binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successor, and assigns.
- g. Counterparts; Electronic Documents. This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Reproduction of this Agreement, or any other document related to this transaction which are transmitted

by facsimile machine or other electronic means, and which contain signatures of one or more of the Parties, shall be treated and relied upon by all Parties, and bind the Parties, with the same legal effect as the original document with an original signature.

- h. Indemnification. Individual at its own expense, shall indemnify, defend and hold harmless Client from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Individual. County shall indemnify, defend, and hold Individual harmless for any claims relating to the County Fair that are not caused by the negligence, error, omission or default, or willful misconduct of Individual.
- i. Notices. Any notice required herein, unless agreed to otherwise by the Parties, shall be in writing, postage prepaid, and delivered by certified or registered mail to such Party. Such notice shall be deemed to have been given when received as evidenced by return receipt or when first refused.
- j. Compliance with local, state and federal laws. The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualification and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.
- k. No third-party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.
- l. Equal Parties. County and Individual acknowledge and agree that the Parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the party who drafted this Agreement.

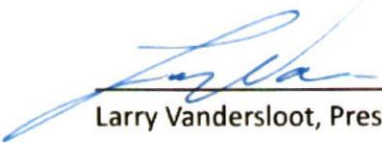
Dated this 21st day of March, 2024

Big Horn County, Montana a political
Subdivision of the State of Montana

By its Board of Commissioners

Landa Uffelman (Individual)

By: _____
Landa Uffelman



Larry Vandersloot, Presiding Officer



George Real Bird III, Member

Lawrence Big Hair, Member

Attest:



Peri Schenderline,
Deputy Clerk and Recorder

Fair Budget Superintendent Service Agreement

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 21st day of March, 2024, by Daina Green, an individual ("Individual") whose address is 22 Upper Road, Hardin, MT 59034 and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is PO Box 908, Hardin, MT 59034. Individual and County may be referred to herein as "Party" or, collectively, the "Parties."

- I. **Scope.** Individual agrees to assist with the planning, organization, and supervision of the daily operations of the 2024 County Fair. Individual is responsible for building and maintaining Fair Entry platform for fair registration and report production for species superintendents, clerking the market sale to ensure that all funds are collected in a timely manner and all fees are properly deducted and net proceeds are dispersed to each youth exhibitor accordingly. Individual will be responsible for implementing the 2024 County Fair budget and will function as the point of contact on all financial matters pertaining to the fair and will work closely with the County's accounts payable clerk.
- II. **Individual Support.** Individual will provide the following support:
 - a. Production and entry of all show registration information and results to the Fair Entry platform.
 - b. Responsible for negotiating terms with all species judges and contracts as needed.
 - c. Filing of all market sale deductions – Beef Check Off, Swine and Sheep.
 - d. Production of Market Sale Catalog
 - e. Production of paperwork and coordination with species superintendents and meat processors for animal delivery.
 - f. Collection of all sale proceeds and production of payable report for County to cut sale checks directly to youth exhibitors.
- III. **Event Preparation and Logistics.**
- IV. **COUNTY Support.** County agrees to provide the following support:
 - a. Work with the Budget Superintendent to establish a budget.
 - b. Provide office materials/postage as needed and printing support of fair materials.
 - c. Assist with booking motel reservations for judges.
- V. **Fees.** In exchange for Individual's Services, County shall pay **\$10,000**.
- VI. **County Insurance.** County shall obtain liability insurance covering the fair. Is understood that County's insurance policy is primary to any other valid and collectible insurance available.
- VII. **Crew Waivers.** Individual shall be required to sign a waiver, assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the County Fair.

- VIII. **Independent Contractor & No Exclusivity.** Individual shall be an independent contractor and not an agent, employee, partner, joint venture, or legal representative of County. The County is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Individual. The Individual is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement. County acknowledges and agrees that nothing in this Agreement shall prohibit Individual from providing services to other clients or to otherwise engage in Individual's business activities.
- IX. **Suitability.** It is the County's responsibility to ensure that the County Fair and any services provided by Individual, conform to and do not violate any contractual, legal, permitting, zoning, and other restriction imposed on County by any third party or any local, state, or federal entity.
- X. **Dispute Resolution.** If a Party fails to perform its responsibilities hereunder in any material respect, the non-breaching Party shall provide written notice of any such failure, and the breaching Party shall thereafter have a reasonable opportunity to cure any such failure. If the breaching Party cures or reasonably commences to cure any such failure, it shall be as if such breach never occurred, and this Agreement shall continue in full force and effect, unaffected by the non-breaching Party's notice.
- XI. **Term of Agreement and Termination.**
- a. **Term.** The term of this Agreement shall extend through the 2024 County Fair. Should the 2024 County Fair, due to inclement weather, the Term of this Agreement shall end after the last scheduled date of the 2024 County Fair.
- b. **Termination.** This Agreement may be terminated; (i) by the mutual written agreement of the Parties; (ii) by County's failure to provide any required payment; or (iii) by a Party upon failure of the other Party to substantially perform its responsibilities hereunder in any material respect, provided that the nonbreaching Party complied with the opportunity to cure as described herein. The Parties agree that the decision to cancel the County Fair due to inclement weather shall be jointly made by the Parties at the time of the County Fair.
- XII. **Miscellaneous Provisions**
- a. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.
- b. **Force Majeure.** If either Party hereto is delayed or hindered in, or prevented from the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe weather, pandemic, or other natural disasters, the inability to procure materials or supplies, or other reasons of a like nature that are not the fault of the

Party delayed in performing work or doing acts required under this Agreement, the performance of such acts shall be excused for the period of the delay, and the period of the performances of any such act shall be extended for a period equivalent to the period of such delay.

- c. Waiver. The waiver of or the failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of any subsequent violation or the relinquishment of any right hereunder.
- d. Integration; Amendment. This Agreement represents the entire agreement between Parties and supersedes any prior oral or written agreements or representations between the Parties. This Agreement may not be amended, except by a written agreement signed by both Parties.
- e. Severability. If any term, provision, or condition in this Agreement is deemed or declared unenforceable, invalid, or void, the same will not impair or invalidate any other provision herein.
- f. Successors and Assigns. The terms herein are binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successor, and assigns.
- g. Counterparts; Electronic Documents. This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Reproduction of this Agreement, or any other document related to this transaction which are transmitted by facsimile machine or other electronic means, and which contain signatures of one or more of the Parties, shall be treated and relied upon by all Parties, and bind the Parties, with the same legal effect as the original document with an original signature.
- h. Indemnification. Individual at its own expense, shall indemnify, defend and hold harmless Client from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Individual. County shall indemnify, defend, and hold Individual harmless for any claims relating to the County Fair that are not caused by the negligence, error, omission or default, or willful misconduct of Individual.
- i. Notices. Any notice required herein, unless agreed to otherwise by the Parties, shall be in writing, postage prepaid, and delivered by certified or registered mail to such Party. Such notice shall be deemed to have been given when received as evidenced by return receipt or when first refused.
- j. Compliance with local, state and federal laws. The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of

Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualification and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.

- k. No third-party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.
- l. Equal Parties. County and Individual acknowledge and agree that the Parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the party who drafted this Agreement.

Dated this 21st day of March, 2024

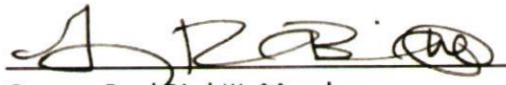
Big Horn County, Montana a political
Subdivision of the State of Montana

By its Board of Commissioners

Daina A Green (Individual)

By: _____
Daina A Green


Larry Vandersloot, Presiding Officer


George Real Bird III, Member

Lawrence Big Hair, Member

Attest:



Peri Schenderline,
Deputy Clerk and Recorder

Fair Superintendent Service Agreement

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 21st day of March, 2024, by Paul Green, an individual ("Individual") whose address is 22 Upper Road, Hardin, MT 59034 and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is PO Box 908, Hardin, MT 59034. Individual and County may be referred to herein as "Party" or, collectively, the "Parties."

- I. **Scope.** Individual agrees to assist with the planning, organization, and supervision of the daily operations of the 2024 County Fair. Individual is responsible for negotiating fair budget with County Commissioners. Individual will be responsible for communicating and overseeing fair budget in coordination with the Animal superintendents, Budget Superintendent and Entertainment Superintendent. Will direct the daily operation of the fairground maintenance crew prior to, during and following the fair to ensure the successful execution of the fair.
- II. **Individual Support.** Individual will provide the following support:
 - a. Will work with the Budget and Entertainment Superintendents to execute a successful fundraiser that will significantly reduce the capital outlay by the county
 - b. Will work with the Entertainment Superintendent as a liaison with the rodeo production team and the Indian relay production crew.
 - c. Coordinate with the superintendents the fair schedule
 - d. Attract and promote vendors
 - e. Work with the county and its contractor for ticket collection, security and fairground maintenance.
 - f. Report to the county commissioner's overall status following the fair.
- III. **Event Preparation and Logistics.**
 - a. Work with the maintenance crew to schedule needs required prior to the fair.
 - b. Coordinate with the Entertainment Superintendent to ensure that banners are hung and events are properly staffed and in attendance.
 - c. If any capital improvements are necessary, ensure their deadline does not negatively impact the fair.
 - d. Identify responsibilities for both volunteers and county personnel during the fair.
 - e. Coordinate with the city of Hardin to provide water for the arena
- IV. **COUNTY Support.** County agrees to provide the following support:
 - a. Work with the Fair Superintendent to establish a budget.

- b. Provide security, gate admissions personnel, janitorial/maintenance and access necessary for the Superintendent to execute a county fair.
 - c. Make available extension and accounting to the staff as needed to execute a county fair.
- V. **Fees.** In exchange for Individual's Services, County shall pay **\$5,000**.
- VI. **County Insurance.** County shall obtain liability insurance covering the fair. Is understood that County's insurance policy is primary to any other valid and collectible insurance available.
- VII. **Crew Waivers.** Individual shall be required to sign a waiver, assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the County Fair.
- VIII. **Independent Contractor & No Exclusivity.** Individual shall be an independent contractor and not an agent, employee, partner, joint venture, or legal representative of County. The County is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Individual. The Individual is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement. County acknowledges and agrees that nothing in this Agreement shall prohibit Individual from providing services to other clients or to otherwise engage in Individual's business activities.
- IX. **Suitability.** It is the County's responsibility to ensure that the County Fair and any services provided by Individual, conform to and do not violate any contractual, legal, permitting, zoning, and other restriction imposed on County by any third party or any local, state, or federal entity.
- X. **Dispute Resolution.** If a Party fails to perform its responsibilities hereunder in any material respect, the non-breaching Party shall provide written notice of any such failure, and the breaching Party shall thereafter have a reasonable opportunity to cure any such failure. If the breaching Party cures or reasonably commences to cure any such failure, it shall be as if such breach never occurred, and this Agreement shall continue in full force and effect, unaffected by the non-breaching Party's notice.
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 - a. **Term.** The term of this Agreement shall extend through the 2024 County Fair. Should the 2024 County Fair, due to inclement weather, the Term of this Agreement shall end after the last scheduled date of the 2024 County Fair.
 - b. **Termination.** This Agreement may be terminated; (i) by the mutual written agreement of the Parties; (ii) by County's failure to provide any required payment; or (iii) by a Party upon failure of the other Party to substantially perform its responsibilities hereunder in any material respect, provided that the nonbreaching Party complied with the opportunity to cure as described herein. The Parties agree that the decision to cancel

the County Fair due to inclement weather shall be jointly made by the Parties at the time of the County Fair.

XII. **Miscellaneous Provisions**

- a. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.
- b. **Force Majeure.** If either Party hereto is delayed or hindered in, or prevented from the performance of any obligation hereunder by reason of fire, strikes, lockouts, severe weather, pandemic, or other natural disasters, the inability to procure materials or supplies, or other reasons of a like nature that are not the fault of the Party delayed in performing work or doing acts required under this Agreement, the performance of such acts shall be excused for the period of the delay, and the period of the performances of any such act shall be extended for a period equivalent to the period of such delay.
- c. **Waiver.** The waiver of or the failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of any subsequent violation or the relinquishment of any right hereunder.
- d. **Integration; Amendment.** This Agreement represents the entire agreement between Parties and supersedes any prior oral or written agreements or representations between the Parties. This Agreement may not be amended, except by a written agreement signed by both Parties.
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- f. **Successors and Assigns.** The terms herein are binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successor, and assigns.
- g. **Counterparts; Electronic Documents.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, and all of which, together, shall constitute one and the same instrument. Reproduction of this Agreement, or any other document related to this transaction which are transmitted by facsimile machine or other electronic means, and which contain signatures of one or more of the Parties, shall be treated and relied upon by all Parties, and bind the Parties, with the same legal effect as the original document with an original signature.
- h. **Indemnification.** Individual at its own expense, shall indemnify, defend and hold harmless Client from any and all claims arising out of or relating to personal injury (including death) or property damage which is caused by any negligence, error, omission or default or willful misconduct of Individual. County shall indemnify,

defend, and hold Individual harmless for any claims relating to the County Fair that are not caused by the negligence, error, omission or default, or willful misconduct of Individual.

- i. Notices. Any notice required herein, unless agreed to otherwise by the Parties, shall be in writing, postage prepaid, and delivered by certified or registered mail to such Party. Such notice shall be deemed to have been given when received as evidenced by return receipt or when first refused.
- j. Compliance with local, state and federal laws. The Parties each respectively understand that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agree that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualification and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.
- k. No third-party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.
- l. Equal Parties. County and Individual acknowledge and agree that the Parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the party who drafted this Agreement.

Dated this 21st day of March, 2024

Big Horn County, Montana a political
Subdivision of the State of Montana

By its Board of Commissioners:

Paul Green (Individual)

By: _____

Paul Green



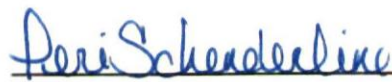
Larry Vandersloot, Presiding Officer



George Real Bird III, Member

Lawrence Big Hair, Member

Attest:



Peri Schenderline,
Deputy Clerk and Recorder

Budget Transfer Request

[illegible]