

**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**
April 17, 2024
9:30 AM

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 Claims 1235, 1236 and 1237. The motion was seconded by Commissioner Vandersloot and passed unanimously.

4. Approve Minutes and Supporting Documents

5. Personnel/Legal

Heather Ready, Deputy County Attorney will schedule another meeting to discuss the jail bonds. Commissioner Real Bird would like some language about jail diversion. The Aliquot resolution is scheduled for next week. Chris Kosine and Commissioner Real Bird went to investigate Kingley Road to potentially abandon it they will request a report from Chris. Heather is still trying to coordinate a meeting with IHS regarding the ambulance. County Attorney, Jeanne Torske received the approved land description for the last 218 feet of Warman Loop so we can get that signed by the landowners. The board reopens the meeting to accept the termination recommendation from Detention administrator Victoria Olsen. Commissioner Real Bird entertained a motion to approve the termination recommendation. The motion was seconded by Commissioner Vandersloot and passed unanimously.

6. Old Business

7. New Business

Alcohol Tax Funding

County Attorney, Jeanne Torske reviewed the form, and it designated One Health Commissioner Real Bird entertained a motion to approve the Service Provider Form. The motion was seconded by Commissioner Vandersloot and passed unanimously.

Indian Relay Agreement

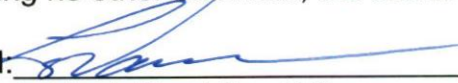
Commissioner Real Bird entertained a motion to approve the Venue Service with Ashton Old Elk to run the Indian Relay during fair week. The motion was seconded by Commissioner Vandersloot and passed unanimously.

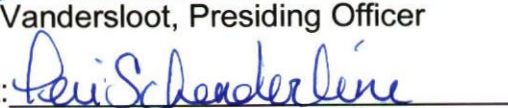
8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: 
Larry Vandersloot, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

Service Provider Designation Form

Bighorn

When designating a provider, the designated provider will be responsible for working with county commissioners to develop and seek Department approval for the countywide plan and annual updates.

The following designation will be effective July 1, 2024 through June 30, 2025.

Program Name	Total % given	Prevention	Outpatient	Residential Home	Inpatient	Detox
One Health			x			
South Central Montana Regional Mental Health Center		x				

Fiscal Year: 2025 (07/01/24 - 06/30/25)

The Board of County Commissioners, hereby, designates the above State-Approved SUD Treatment and/or Prevention, and/or public health department and/or tribal council Provider(s) to receive earmarked alcohol tax monies and/or State-Approval for the provision of substance misuse/abuse treatment and prevention services in the county indicated above in accordance with 53-24-206, MCA. The Board of County Commissioners also acknowledge that revenue generated by 16-1-404, 16-1-406, and 16-1-411 for the treatment, rehabilitation, and prevention of substance misuse/abuse that has not been encumbered for those purposes by the counties of Montana or the department must be returned to the state special revenue fund for the treatment, rehabilitation, and prevention of alcoholism within 30 days after the close of each fiscal year and must be distributed by the department the following year as provided in 53-24-206(3)(b).

The Board of County Commissioners acknowledges that revenue generated by 16-1-404, 16-1-406, and 16-1-411 earmarked to the counties for the treatment, rehabilitation, and prevention of alcoholism in fiscal year 2024 was encumbered for those purposes. Any unencumbered funds were returned to the department within 30 days after the close of the fiscal year in accordance with 53-24-108(6).

The Board of County Commissioners confirms these designations represents the majority of county commissioners on the Board of County Commissioners.

Commissioner Signature:  Date: 4/25/2024

Commissioner Signature:  Date: 04.25.2024

Commissioner Signature: _____ Date: _____

Instructions For Service Provider County Designation Forms

The purpose of the attached form is to allow County Commissioners to designate a State-Approved Substance Use Disorder (SUD) Treatment and Prevention Provider(s) to receive earmarked alcohol tax monies for the provision of substance misuse/abuse treatment and prevention services in accordance with 53-24-206, MCA.

When designating a provider, the designated provider will be responsible for working with county commissioners to develop and seek Department approval for the countywide plan and annual updates.

1. Select the provider from the list below.
2. Select the percentage of the alcohol tax dollars you would like to designate to each provider.
3. Select the services to be provided and indicate a percentage of the alcohol tax dollars you would like to designate for that service under the provider selected.
4. This attached form must be signed by a majority of the County Commissioners and electronically returned **no later** than **June 14, 2024**, to:

Natacha Bird, Fiscal Bureau Chief
Behavioral Health and Developmental Disabilities Division (BHDD)
Department of Public Health and Human Services (DPHHS)
natacha.bird@mt.gov (406) 444-3969

BigHorn County

CURRENT STATE APPROVED SUD TREATMENT AND PREVENTION SERVICES AVAILABLE IN THE COUNTY

Program Name	Prevention	Outpatient	Residential Home	Inpatient	Detox
One Health		x			
South Central Montana Regional Mental Health Center	x				

Fiscal Year: 2025 (07/01/24 - 06/30/25)

VENUE SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 26th day of April 2024 ("Effective Date"), by 2024 Crow Fair Racing Commissioner, Ashton Old Elk ("Racing Commission"), whose mailing address is _____, and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is P.O. Box 908, Hardin, MT 59034. Racing Commission and County may be referred to herein as a "Party" or, collectively, the "Parties."

- I. **Scope.** Racing Commission agrees to produce **Big Horn County Indian Relay** ("Event") pursuant to the terms and conditions contained in this Agreement. The Event will occur at the Big Horn County Fairgrounds, 118 Sawyer Loop, Hardin, MT, 59034, on Saturday, **July 26 and July 27, 2024.**
- II. **Racing Commission Support.** Racing Commission will provide the following support:
 - a. Experienced event coordinator;
 - b. Starter and head judge;
 - c. Announcer;
 - d. Four (4) judges;
 - e. Two (2) secretaries;
 - f. Two (2) out riders; and
 - g. Buckles for the winners.
- III. **Even Preparation and Logistics.**
 - a. Racing Commission will instruct County's operations crew on: how to prepare and place any panels necessary; and work and water racetrack for dust control.
 - b. Racing Commission will coordinate and organize the races. It is expected that there will be: Relay Heats
 - c. Racing Commission will ensure that all of the race spots are filled with participants.
 - d. Racing Commission will ensure that winner buckles are ordered and awarded.
- IV. **County Support.** County agrees to provide the following support:
 - a. As soon as reasonably practicable, County shall provide to Racing Commission an Event schedule to facilitate planning and coordination. Such schedule shall include set-up, event, and tear-down schedules.
 - b. **Personnel Requirements.**
 - i. Veterinarian (DVM) during the Event.
 - ii. Security/Law Enforcement, EMT, and ambulance service during the Event.
 - iii. Stock water, and water tubs.
 - iv. Racetrack that needs to appear safe, functional, and professional.
 - v. Equipment and operations crew to set-up and tear-down any panels to adjust racetrack, work and water the racetrack under the guidance of Racing Commission.
 - vi. Off-road extended forklift, skid loader, or tractor with forks or bucket to tend to any injured large animal during the performance. Racing Commission will provide a panel and/or trailer, should an emergency occur. All equipment DVM and personnel are to be immediately available.
 - c. Additional money for prize purses.

- V. **Fees.** In exchange for Racing Commission's Services, County shall pay **\$25,000** as follows:
- a. **Deposit.** Within 5 business days of the Effective Date of this Agreement, County shall remit to Racing Commission a non-refundable deposit of **\$5,000** via certified funds or electronic funds transfer.
 - b. **Balance Payment.** By July 12, 2024, two weeks before the Event, County shall remit to Racing Commission the remaining balance of **\$20,000** via certified funds or electronic funds transfer.
- VI. **Contingent Fees.** If County is unable to provide any agreed upon equipment, operators, or other resources, then Racing Commission may provide or arrange for the equipment, operators, or other resources. The County agrees to reimburse Racing Commission for any expenses incurred to obtain the necessary equipment, operators, or other resources.
- VII. **Crew & Contestant Waivers.** All Racing Commission crew members and contestants participating in the Event, shall be required to enter a waiver, assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the Event.
- VIII. **Independent Contractor & No Exclusivity.** Racing Commission shall be an independent contractor, and not an agent, employee, partner, joint venture, or legal representative of County.
- IX. **Suitability.** It is the County's responsibility to ensure that the Event and any services provided by Racing Commission 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 substantially 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. **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 the 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.
- 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, then 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 the 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, successors, 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. Reproductions 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. County, including its affiliates, officers, directors, employees, agents, successors, and assigns, agree to indemnify, defend, and hold harmless Racing Commission from all liability, loss, damage, or expense that Racing Commission incurs as a result of any claim, demand, action, cause of action, damage, judgment, costs, or expenses, including reasonable attorney's fees, that arise out of or relate to the Event.
 - 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 qualifications 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 Racing Commission 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, shall be construed against the party who drafted this Agreement.

Dated this 25th day of April 2024.

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

2023 Crow Fair Racing Commissioner

By its Board of Commissioners:

By: _____

Ashton Old Elk



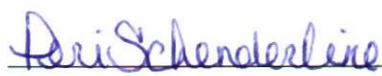
Larry Vandersloot, Presiding Officer



George Real Bird III, Member

Lawrence Big Hair, Member

Attest:



Peri Schenderline,
Deputy Clerk and Recorder