

**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 27, 2025
9:30 AM**

Members

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

1. Call to Order

Commissioner Big Hair, Presiding Officer calls meeting to order.

2. Roll Call

Commissioner Big Hair, Presiding Officer, and Commissioner Vandersloot, member, were both in attendance.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve Claims 1261. The motion was seconded by Commissioner Big Hair and passed unanimously. Commissioner Vandersloot entertained a motion to approve Claims 1260. The motion was seconded by Commissioner Big Hair and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve minutes of March 20, 2025. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Personnel/Legal

6. Old Business

7. New Business

Airport Hanger MOA

Heather Ready discusses the MOA with the conservation district for an airport hangar at the fairgrounds to store their equipment. The conservation district has already signed. Commissioner Vandersloot entertained a motion to approve an MOA. The motion was seconded by Commissioner Big Hair and passed unanimously.

Entertainment Fair Contract

Commissioner Vandersloot entertained a motion to approve the Entertainment services agreement with Landa Uffelman for the Big Horn County Fair. The motion was seconded by Commissioner Big Hair and passed unanimously.

8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: L. Big Hair
Lawrence Big Hair, Presiding Officer

Attest: Peri Schenderline
Peri Schenderline, Deputy Clerk & Recorder

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement [hereinafter Agreement] is entered into by and between **Big Horn County**, a political subdivision of the State of Montana, of P.O. Box 908, Hardin, MT 59034 [hereinafter the County], and the **Big Horn Conservation District**, a political subdivision of the State of Montana, of 205 13th Street West, Hardin, MT 59034 [hereinafter the District].

- 1) **Background.** The County has acquired airplane hangars constructed by private individuals on land owned by the County at the Old Hardin Airport, including Airplane Hangars E and G [hereinafter Premises], more particularly described as follows:

Kings Add (Hardin), S23, T01 S, R33 E, Block 2, Lot 1, Airplane Hanger G

Kings Add (Hardin), S23, T01 S, R33 E, Block 2, Lot 1, Airplane Hanger E

- 2) **Purpose.** The District partners with the Natural Resources Conservation Service, Montana Department of Natural Resources, and Montana Fish, Wildlife & Parks on conservation programs in Big Horn County. The District desires to occupy and use the Premises to store equipment and supplies. The purpose of this Agreement is to establish the terms of the District's use of the Premises to store equipment and supplies in furtherance of conservation work in Big Horn County.
- 3) **Condition of Premises.** The District has inspected the Premises and accepts possession of the Premises "as is."
- 4) **Improvements and Repairs to Premises.** The parties agree that the County shall not be required to make any improvements, repairs or restoration upon or to the Premises. The parties agree that the District may make repairs and install improvements on the Premises, with prior approval from the County, which shall not be unreasonably denied. The District agrees that it shall be responsible for the cost and expense of all repairs, maintenance, and improvements, which shall be made in a good and workmanlike manner.
- 5) **Removal of Improvements and Fixtures.** If any of the improvements, equipment, furniture and/or fixtures installed by or belonging to the District are not removed from the Premises prior to termination of the Agreement, the County shall give the District written notice by certified mail that it has ten (10) business days to remove the equipment, furniture, and/or fixtures. If the equipment, furniture, and/or fixtures are not removed, the County shall be deemed the owner of equipment, furniture, fixtures and any other property remaining on the Premises, free and clear of all claims of any interest or title therein by the District, or any other third party.
- 6) **Prohibition Against Waste.** The District shall neither commit nor permit nuisance, waste or injury on the Premises.
- 7) **Prohibition Against Interference with Safety Systems.** The District shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility

of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Premises.

- 8) **Prohibition Against Interference with Access.** The District shall not do nor permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Premises or in any taxiways, ramps, or roadways on the Airport.
- 9) **Insurance.** The District shall carry a public liability insurance policy upon the Premises having limits of not less than One Million Dollars (\$1,000,000.00) naming the County as an additional insured and providing that should the District default in any manner under said insurance policy that the County be notified by the insurer prior to cancellation of said insurance policy. It is understood and agreed that the District's insurance policy is primary to any other valid and collectible insurance available. For any claims related to this Agreement, the District's insurance coverage shall be primary insurance as respects the County, its elected officials, employees and attorneys. Any insurance or self-insurance maintained by the County, its elected officials, employees, or attorneys shall be excess of the District's insurance and shall not contribute with it. The District the County a Certificate of Insurance indicating that it meets the requirements herein, including but not limited to confirmation by the District's insurance carrier that the District's insurance is the primary insurance as set forth above. The insurance may be carried under a blanket policy covering the Premises as well as other properties. The District shall not violate, or permit to be violated, any of the conditions of the policy.
- 10) **Indemnification.** The District shall indemnify and hold harmless the County and its agents, representatives, attorneys, elected officials, and/or employees from and against any and all claims, damages, losses and expenses including attorney fees arising out of the District's occupancy and use of the Premises or because of any condition existing upon the Premises. Notwithstanding anything to the contrary contained herein, this agreement to indemnify as set forth herein shall survive the termination of this Agreement.
- 11) **Right of Entry.** The County, by its officers, employees, and agents shall have the right at all reasonable times to enter upon the Premises for any purposes not inconsistent with this Agreement, including, without limitation, inspection and environmental testing, provided such action does not unreasonably interfere with the District's use, occupancy or security requirements of the Premises. Except when necessary for reasons of public safety or law enforcement, or for the protection of property, as determined by County, County shall attempt to provide seventy-two (72) hours written notice of its intent to enter.
- 12) **Duration of Agreement.** Unless otherwise terminated as provided herein, this Agreement will terminate seven (7) years from the date of execution. This Agreement may be renewed by mutual agreement of the parties. If the District desires to renew or renegotiate this Agreement, it shall give the County written notice at least sixty (60) days in advance of the expiration of this Agreement. Either party may terminate this Agreement at any time by giving the other party ninety (90) days written notice.

- 13) Material Breach.** In the event of a material breach of this Agreement by any party, the other party may terminate the Agreement by giving notice of termination to the breaching party; provided, however, that such notice shall specify in reasonable detail the nature of the breach, and the breaching party shall have thirty (30) days in which to cure the breach. If the breach is not cured within such period, this Agreement shall be deemed terminated as of the expiration of such cure period or on such later date as may be specified in such notice.
- 14) Assignment.** Neither party to this Agreement shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment, transfer or delegation without written consent shall be void. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 15) No Creation of Entity.** This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between the County and the District. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, principal and agent, or partners between the District and the County. Neither party shall be liable for the acts, errors, or omissions of the other party committed or performed with respect to this Agreement.
- 16) Equal Parties.** Any interpretation or construction of this Agreement shall not be interpreted or construed against the County because the County drafted this Agreement.
- 17) Compliance with Laws.** The District shall comply with all federal, state and County laws, ordinances, rules, regulations and any other Airport rules and regulations, as they now exist or may later be enacted, and the terms of this Agreement, applicable to the Premises. 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 District agrees 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.
- 18) Notice.** Any and all notices, shall be served upon the parties at the addresses provided in this Agreement in accordance with the following:

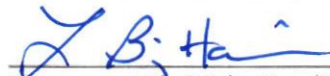
- By written acceptance of service;
- By certified mail, return receipt requested addressed to the parties at the address given above or such other address as may be subsequently specified in writing.

Such service shall be deemed made when deposited in the United States Mail postage prepaid.

- 19) **Non-exclusivity.** This Agreement shall not be construed to restrict, in any manner, either party from entering into similar activities with each other or with third parties.
- 20) **Amendment.** This document is the entire agreement between the parties. Any changes or amendments to the Agreement may only be made if mutually agreed upon by the parties and shall be evidenced by written instrument, executed by all parties to this Agreement.
- 21) **Severability.** If any provision of this Agreement is held to be illegal or void, the validity of the remaining terms shall not be affected.
- 22) **Choice of Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that the proper venue lies in the Montana 22nd Judicial District Court located in Big Horn County.

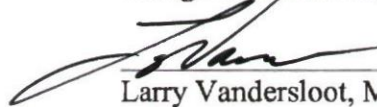
Dated this 27th day of March, 2025.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA



Lawrence Big Hair, Presiding Officer

George Real Bird III, Member



Larry Vandersloot, Member

3/27/25
Date

Attest:



Peri Schenderline
Deputy Clerk and Recorder

Peri Schenderline
Deputy Clerk and Recorder

STATE OF MONTANA)
 .ss
County of Big Horn)

This instrument was acknowledged before me on the _____ day
_____ 2025 by Larry Vandersloot, George Real Bird III, and Lawrence Big Hair as
Commissioners of Big Horn County.

(SEAL)

Dated this 11 day of March, 2025.

Big Horn Conservation District

By: [Signature]

Its: Chair

STATE OF MONTANA)
 .ss
County of Big Horn)

This instrument was acknowledged before me on the _____ day
_____ 2025 by _____, known by me to be the
_____ of Big Horn Conservation District.

(SEAL)

Entertainment Superintendent Service Agreement

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 27th day of March, 2025, 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 2025 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 2025 County Fair. Should the 2025 County Fair, due to inclement weather, the Term of this Agreement shall end after the last scheduled date of the 2025 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 27th day of March, 2025

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

By its Board of Commissioners



Lawrence Big Hair, Presiding Officer

George Real Bird III, Member



Larry Vandersloot, Member

Attest:



Peri Schenderline,
Deputy Clerk and Recorder

Landa Uffelman (Individual)

By: _____
Landa Uffelman

Dated this 19 day of March, 2025

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

By its Board of Commissioners

Landa Uffelman (Individual)

By: Landa Uffelman
Landa Uffelman

Lawrence Big Hair, Presiding Officer

George Real Bird III, Member

Larry Vandersloot, Member

Attest:

Peri Schenderline,
Deputy Clerk and Recorder