

**BIG HORN COUNTY  
BOARD OF COUNTY  
COMMISSIONERS**

121 3rd St W  
Room 301  
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY  
COMMISSIONERS MINUTES  
April 3, 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. Victoria Olson, Detention Administrator, and Heather Ready, Deputy County Attorney were also in attendance.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve Claims 1268. 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 from March 27, 2025. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Personnel/Legal

Victoria Olson, Detention Administrator, would like to request a 12th position for her department. They will be running their own doors and will need a third person on every shift to monitor the doors at all times. Mike Opie, accountant, explains if they go forward with terminating the Gallatin County Detention Services contract, it is feasible. Commissioner Vandersloot entertained a motion to approve the 12th position for Detention. The motion was seconded by Commissioner Big Hair and passed unanimously.

6. Old Business

7. New Business

**Fair Budget Superintendent (Daina Green)**

Commissioner Vandersloot entertained a motion to approve the fair budget service agreement with Daina Green in the amount of \$10,000. The motion was seconded by Commissioner Big Hair and passed unanimously.

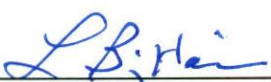
8. Public Comments

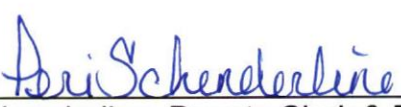
9. Discussion

Commissioner Vandersloot, has a proposal for renting to the MVD at \$18-\$20 a sq.ft and is looking at Victim Witness's office once they move into the attorney suite.

10. Adjourn

There being no other business, the board adjourned.

Approved:   
Lawrence Big Hair, Presiding Officer

Attest:   
Peri Schenderline, Deputy Clerk & Recorder

# Fair Budget Superintendent Service Agreement

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 3<sup>rd</sup> day of April, 2025, 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 2025 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 2025 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. It 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 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.
- 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 3rd day of April, 2025

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

Daina A Green (Individual)

By its Board of Commissioners

By: \_\_\_\_\_  
Daina A Green

  
\_\_\_\_\_  
Lawrence Big Hair, Presiding Officer

\_\_\_\_\_  
George Real Bird III, Member



Larry Vandersloot, Member

Attest:



Peri Schenderline,  
Deputy Clerk and Recorder