

**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 10, 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, Commissioner Vandersloot, member, were in attendance, Commissioner Real Bird called in via conference phone. Denise Rios, Treasurer, Victoria Olson, Detention Administrator, Virginia Dooley, Montana Department of Revenue, City of Hardin Mayor Purcell, and Jordan Knudsen were also in attendance.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve Claims 1276. 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 April 3, 2025. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Personnel/Legal

6. Old Business

7. New Business

Bid Opening - Big Horn County Fair Indian Relay

No proposals were received for Indian Relay

Central Square - City piggyback

Heather Ready, Deputy County Attorney, explained they drafted an amendment to this contract, and it is ready for signature. Commissioner Vandersloot entertained a motion to approve the Central Square Contract with the City of Hardin. The motion was seconded by Commissioner Big Hair and passed unanimously.

Terminate Interlocal Agreement Gallatin County Contract for Adult Detention Services

Victoria Olson, Detention Officer, would like to terminate her contract for Adult Detention Services with Gallatin County Commissioner Vandersloot, entertained a motion to Terminate the Contract with Gallatin County. The motion was seconded by Commissioner Big Hair and passed unanimously.

Tax Deed City

Denise Rios, Treasurer, explains the tax deed sale process and presents the list that are delinquent on property taxes and will be added to the tax deed sale. Denise and Commissioner Vandersloot went and visited with the City of Hardin to discuss the fees. They would like to gift the city the properties in the city if they don't sell during the tax deed sale.

Mayor Purcell explains Denise presented the list to the city council. He explains there are four properties they are interested in: the Stanton L001000, Minear L011700, Anderson L026000 and Thompson L046800. The other properties have SIDs on them which will complicate things, and they will have to look into that process.

Heather Ready explains the county can gift the lots to the city without going through a second tax deed sale, it would just have to be noticed. She is going to look into it more.

Commissioner Vandersloot entertained a motion to approve the list Denise presented to the Board for sale at the October 22, 2025, tax deed sale. The motion was seconded by Commissioner Big Hair and passed unanimously.

Panning Board Appointment

Commissioner Vandersloot entertained a motion to appoint Roy Neal to the County Planning board for a three-year (3) term. The motion was seconded by Commissioner Big Hair and passed unanimously.

8. Public Comments

9. Discussion

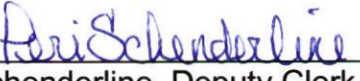
Denise Rios, Treasurer, received an MOU from the state for the cars system. She gave it to legal for review. It's an MOU stating everything the County will pay for and what the State will not pay for. Denise explains that the Treasurers across the county are refusing to sign it and thinks that it will get sent to the commissioners next. It's her recommendation if the board receives the MOU not to sign.

10. Adjourn

There being no other business, the board adjourned.

Approved: 

Larry Vandersloot, Pro Tempore

Attest: 

Peri Schenderline, Deputy Clerk & Recorder



**AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS AND USE OF SOFTWARE AGREEMENT
AND SYSTEM ("ACCESS AGREEMENT")**

among

Big Horn County
(for the benefit of and use by Big Horn County Sheriff's Office)
121 West 3rd Street
Box 908
Hardin, MT 59034

and

Hardin Police Department
406 N Cheyenne
Hardin, MT 59034

and

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, **Big Horn County**, a political subdivision of the State of Montana, for the benefit of the **Big Horn County Sheriff's Office** ("Customer") and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superion, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. ("CentralSquare"), have entered into a certain CentralSquare Solutions Agreement, dated November 14, 2024 ("Customer Agreement");

and

Whereas, the **Hardin Police Department** ("**Accessing Agency**") has requested, and Customer has agreed that the Accessing Agency be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of this Access Agreement.

Now therefore, the parties agree as follows:

1. Customer and CentralSquare grant Accessing Agency permission to allow access and use of the Customer Agreement terms and Accessed System under the terms of this Access Agreement. Customer grants Accessing Agency the right to utilize the Customer System ("**Accessed System**") in order to exchange public safety data (which includes but is not limited to CAD, RMS and other law enforcement agency data) between Customer and Accessing Agency, subject to the terms herein. The parties agree that the defined terms set forth in Paragraph 1 of the Customer Agreement shall apply to this Access Agreement.
2. CentralSquare and Customer each have the right to terminate this Access Agreement, and accordingly, Accessing Agency's access to the Accessed System and Customer Agreement at CentralSquare's or Customer's discretion.
3. This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, CentralSquare shall be under no obligation to the Accessing Agency to permit continued access to the Accessed System or use of the Customer Agreement after such termination of this Access Agreement, but shall agree at CentralSquare's sole and exclusive discretion to provide Software or services under a separate agreement with the Accessing Agency, provided the Accessing Agency is not in default of any of the provisions of this Access Agreement nor any related supplements, and provided the Accessing Agency provides a replacement technical environment satisfactory to CentralSquare.

4. Customer understands that Accessing Agency will not be granted access to the Customer Agreement or Accessed System unless and until the Accessing Agency executes this Access Agreement and agrees that the Software constitutes proprietary information and trade secrets of CentralSquare and will remain the sole property of CentralSquare. The Accessing Agency shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any components of Software, and the Accessing Agency shall hold in confidence the CentralSquare proprietary information for its benefit and internal use only by its employees. The Accessing Agency will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, CentralSquare has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5. Accessing Agency's right to use the Accessed System and Software is derivative of Customer's license to use the Software under the terms and conditions of the Customer Agreement. CentralSquare is not deemed to have granted Accessing Agency any license to use the Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessing Agency and CentralSquare of a definitive written software license agreement between CentralSquare and Accessing Agency that, by its express terms, purports to provide such a right of license to Accessing Agency. CentralSquare will have no obligations whatsoever to Accessing Agency in connection with the Software. AS BETWEEN CENTRALSQUARE AND ACCESSING AGENCY, THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER TO ACCESSING AGENCY REGARDING THE SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. CENTRALSQUARE WILL HAVE NO LIABILITY TO OR THROUGH ACCESSING AGENCY UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, IN WHOLE OR IN PART.

6. Customer grants Accessing Agency use of the Customer Agreement as-is, allowing Accessing Agency to purchase additional licenses, services, and support for Accessing Agency's sole use via a quote or sales order subject to the terms and conditions of the Customer Agreement.

7. Subject to compliance with applicable laws, Customer and Accessing Agency may agree to share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of their own data and no ownership rights shall transfer by the use or contribution of said data.

8. Customer and Accessing Agency agree to be bound by the most current version of the FBI CJIS Security Policy and are responsible for maintaining the required certifications for access to the respective state's CJIS system(s), NCIC, and/or other local state, federal, and/or other applicable systems. Accessing agency agrees that it shall not access CJIN as it does not have the requisite certification.

9. Accessing Agency shall indemnify, defend and hold harmless Customer and CentralSquare, and their respective elected officials, officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by either Customer or CentralSquare resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessing Agency, any authorized user, or any third party on behalf of Accessing Agency or any authorized user, in connection with this Access Agreement. Customer shall indemnify, defend and hold harmless Accessing Agency and CentralSquare, and their respective elected officials, officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by either Accessing Agency or CentralSquare resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any authorized user, or any third party on behalf of Customer or any authorized user, in connection with this Access Agreement.

10. In connection with CentralSquare's provision of technical support as described herein, Accessing Agency acknowledges that Accessing Agency has the responsibility to do each of the following:

10.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

10.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

10.3 For CentralSquare Solutions that are implemented on the Accessed System, maintain the

designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

- 10.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described in the Customer Agreement;
- 10.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 10.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 10.7 Accessing Agency shall remain solely responsible at all times for the safeguarding of Accessing Agency's proprietary, confidential, and classified information contained within the Accessed Systems; and
- 10.8 Reasonably ensure that the Accessed Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

11. Accessing Agency shall maintain, in connection with the operation or use of the Accessed System, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

12. Accessing Agency shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Accessing Agency will cooperate to document these measures taken.

13. This Access Agreement will be governed by and construed under the laws of the State of Montana, without reference to the choice of laws provisions thereof. 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. In the event of any suit between the parties concerning the terms and provisions of this Agreement, each party shall pay their own attorney's fees.

14. The parties each respectively understands 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 Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], and if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules.

15. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect.

16. Customer shall be the first point of contact for the Accessing Agency for Accessed Software in the event that support services are required by the Accessing Agency. Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with CentralSquare for support services.

17. This Access Agreement contains the entire understanding of the parties with respect to its subject matter supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

By the signatures of their duly authorized representatives below, CentralSquare, Customer, and Accessing Agency, intending to be legally bound, agree to all of the provisions of this Access Agreement.

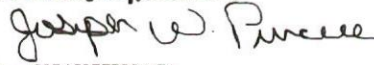
**Big Horn County
Board of Commissioners**

Signed by:
BY: 
B5F7DC1C6A454B5...
PRINT NAME: Lawrence Big Hair
PRINT TITLE: Presiding Officer
DATE SIGNED: 4/18/2025

CentralSquare Technologies, LLC

DocuSigned by:
BY: 
D0E45FA2938A4EB...
PRINT NAME: Ron Anderson
PRINT TITLE: Chief Revenue Officer
DATE SIGNED: 4/8/2025

Hardin Police Department

BY: 
C3DA53EE75C44F4...
PRINT NAME: Joseph Purcell
PRINT TITLE: Mayor
DATE SIGNED: 4/8/2025



BIG HORN COUNTY

BOARD OF COUNTY COMMISSIONERS

April 2, 2025

Gallatin County Commissioners
Gallatin County Courthouse
311 W. Main St.
Room 306
Bozeman, MT 59715

Via Certified Mail

Dear Gallatin County Commissioners:

This letter shall serve as notice that Big Horn County intends to terminate the Interlocal Agreement for Adult Detention Services between Gallatin County and Big Horn County (Agreement). Pursuant to Article II of the Agreement, either party may terminate the Agreement by providing a ninety-day written notice to the other party. This Board would prefer to terminate the Agreement as soon as possible. An earlier termination date would free up the four beds reserved for Big Horn County for Gallatin County's use. Please contact us if an earlier termination date would be agreeable to Gallatin County.

Sincerely

Lawrence Big Hair
Presiding Officer

George Real Bird III
Member

Larry Vandersloot
Member

cc: Gallatin County Sheriff

PO Box 908, Hardin, MT 59034

AMOUNT OWED:

F016200 LEFTHAND BROTHERS INC:

S26, T07 S, R35 E, C.O.S. 474, TR C
S26, T07 S, R35 E, C.O.S. 474, PARCEL A,
ACRES 0.052
S26, T07 S, R35 E, C.O.S. 474, PARCEL B

K093100 ALAN & KRISTIN BRESTER:

FORT SMITH TRAILER COURT, S16, T06 S,
R31 E, BLOCK G, Lot 25, SERIAL MK560E,
TITLE # K13869, 2640 SQUARE FEET, MAKE
SKYLINE, MODEL HOMETTE

K117900 ESTHER LEONA LOKEN:

HARBOR POINT SUBD SECOND AMEND, S22,
T06 S, R30 E, BLOCK 1, Lot 46, 11061
SQUARE FEET

K119000 MILLER STANLEY A TRUSTEE – MILLER MARGARET J TRUSTEE:

HARBOR POINT SUBD SECOND AMEND, S22,
T06 S, R30 E, BLOCK 5, Lot 1 - 2, 20417
SQUARE FEET

L001000 STANTON PROPERTY LLC / KAREN STANTON:

HARDIN ORIGINAL TOWNSITE, S23, T01 S,
R33 E, BLOCK 2, Lot 17 - 18, 7000
SQUARE FEET

L011700 BRITTANY ELLA MINEAR:

HARDIN ORIGINAL TOWNSITE, S23, T01 S,
R33 E, BLOCK 16, Lot 7 - 10, 25561
SQUARE FEET

L026000 JOANNA, ELSIE & REBECCA JEAN ANDERSON:

HARDIN SECOND ADD, S23, T01 S, R33 E,
W2 LTS 11,12, BLK 17

L046800 JOHN OR ROBERT THOMPSON:

HARDIN FOURTH ADD, S23, T01 S, R33 E,
BLOCK 26, Lot 5

L050200 DESIRAE PLENTY HOOPS:

HARDIN FIFTH ADD, S23, T01 S, R33 E,
BLOCK 3, LT 8, S 10' LT 9

L088400 VICTOR RIOS:

HOMESITES SUBD (HARDIN), S23, T01 S,
R33 E, S2N2 LT 6

L119500 THOMAS D KOCH:

WESTLICH-HEIMAT SECOND AMEND, S22, T01
S, R33 E, BLOCK 005, Lot 008, LT 8 BLK
5 WESTLICH HEIMAT 2ND FILING

L130100 THOMAS B & RACHEL L JAMES:

DORN SUBDIVISION (HARDIN), S22, T01 S,
R33 E, LT 4 BLK 2

M007400 JOHANN & LIND HOGAN

LODGE GRASS ORIGINAL TOWNSITE, S13, T06
S, R35 E, BLOCK 9, Lot 4 - 5, 10800
SQUARE FEET

M014000 LLOYD HOGAN

STEVENSON THIRD ADD, S13, T06 S, R35 E,
BLOCK 4, Lot 3, 7500 SQUARE FEET

M016300 EMBER SINGER

STEVENSON FOURTH ADD, S13, T06 S, R35 E,
BLOCK 3, Lot 1 - 5, 22078 SQUARE FEET

M018000 RACHEL MICHELLE PRETTY ON TOP

HILLS ADD (LODGE GRASS), S13, T06 S,
R35 E, BLOCK 1, Lot 4, 7000 SQUARE FEET

M019700 ALANNA KRUGER & SERGIO A LOPEZ JTROS

HILLS ADD (LODGE GRASS), S13, T06 S,
R35 E, LTS 1-3 BLK 5

M020300 META BIRD

HILLS ADD (LODGE GRASS), S13, T06 S,
R35 E, BLOCK 6, Lot 5, 7000 SQUARE FEET



BIG HORN COUNTY

BOARD OF COUNTY COMMISSIONERS

April 14, 2025

Roy Neal
205 13th Street West
Hardin, MT 59034

RE: County Planning Board

Dear Mr. Neal

The Board of County Commissioners, Big Horn County, Montana, has appointed you to a three-year (3) term on the County Planning Board. Thank you for your interest and dedication to the community.

Should you have any questions, please feel free to contact this office.

Sincerely


Lawrence Big Hair
Presiding Officer


George Real Bird III
Member


Larry Vandersloot
Member

Big Horn County, Montana

This Certifies That

Roy Neal

has been appointed to

County Planning Board

on April 20 25 to April 20 28

Board of County Commissioners

SEAL

By: 
Chairman

Po Box 908, Hardin, MT 59034