

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
May 1, 2025
9:30 AM**

Members

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

1. Call to Order

Commissioner Real Bird, Pro Tempore calls meeting to order.

2. Roll Call

Commissioner Real Bird, Pro Tempore and Commissioner Vandersloot, member were all in attendance.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve claims 1923. The motion was seconded by Commissioner Real Bird and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Vandersloot entertained a motion to approve minutes from April 24, 2025. The motion was seconded by Commissioner Real Bird and passed unanimously.

5. Personnel/Legal

6. Old Business

7. New Business

Ambulance SCA

Commissioner Vandersloot entertained a motion to discontinue the SCA payment for the ambulance. The motion was seconded by Commissioner Real Bird and passed unanimously. The county no longer has a federal contract with IHS and is no longer required to offer SCA. HR will send out letters notifying all ambulance employees.

Civic Clerk Audio Eye Contract

Heather Ready, Deputy County Attorney, explains that they made an amendment to the master services agreement for Civic Plus to add Audio Eye to the county's website. Commissioner Vandersloot entertained a motion to approve the amendment to the master services agreement. The motion was seconded by Commissioner Real Bird and passed unanimously.

8. Public Comments

9. Discussion

Mike Opie, Accountant, has written a press release addressing rumors that the library will be closing. He has one written as the County accountant and one from the library board. He will present the press release at the library board meeting.

Commissioner Vandersloot would like the record to reflect that the board of county commissioners has never discussed closing the library. The board is trying to ensure future funding for the Library to continue offering the level of services and potentially expand.

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 and Recorder

AMENDMENT TO CIVICPLUS MASTER SERVICES AGREEMENT

Big Horn County, a political subdivision of the State of Montana ("Customer"), desires to execute a Statement of Work (Quote # Q-92929-1) ("SOW") with CivicPlus, LLC ("CivicPlus"). The SOW provides that it subject to the terms and conditions of the Master Services Agreement. The parties have entered into this Amendment to the CivicPlus Master Services Agreement ("Master Agreement").

Except as otherwise provided in this Amendment, the terms of the Master Agreement shall have full force and effect. The following paragraphs of the Master Agreement have been amended, as follows:

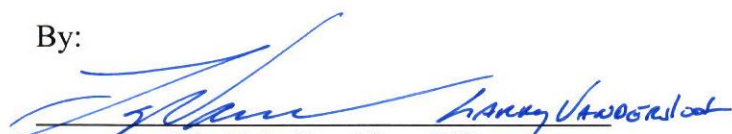
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property, including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil 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], and if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, CivicPlus agrees that (i) the hiring of persons, if any, to perform this Master 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 Master Agreement.
26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.
32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will be limited to the three times amounts paid by Customer for the Annual Recurring Services in the year prior to the event giving rise to such claim of liability.
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana. 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.

The Parties agree that the following provision shall be added to the Master Agreement:

49. CivicPlus shall carry a public liability insurance policy having limits of not less than One Million Dollars (\$1,000,000.00) naming Customer as an additional insured and providing that should the CivicPlus default in any manner under said insurance policy that Customer be notified by the insurer prior to cancellation of said insurance policy. For any claims related to the Master Agreement, CivicPlus's insurance coverage shall be primary insurance as respects Customer, its elected officials, employees and attorneys. CivicPlus shall provide Customer a Certificate of Insurance indicating that it meets the requirements herein, including but not limited to confirmation by CivicPlus's insurance carrier that its insurance is the primary insurance as set forth above. CivicPlus shall not violate, or permit to be violated, any of the conditions of the policy.

AUTHORIZED CLIENT:

By:



Lawrence Big Hair, Presiding Officer
Board of Commissioners of Big Horn County,
a political subdivision of the State of Montana

5/22/25
Date

CIVICPLUS

By (please sign):

Printed Name:

Title:

Date:
