

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
August 14, 2025
9:30 AM**

Members

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

1. Call to Order

Commissioner Big Hair, Presiding Officer calls meeting to order.

2. Roll Call

Commissioner Big Hair, Presiding Officer, Commissioner Real Bird, member, and Commissioner Vanderslout, member, were all in attendance. Heather Ready, Deputy County Attorney, Mayor Dabney, Mike Opie, Accountant, AJ Espinoza, Road Superintendent were also in attendance.

3. Claim Approvals

Commissioner Vanderslout entertained a motion to approve Claims 1054. The motion was seconded by Commissioner Real Bird and passed unanimously.

4. Approve Minutes and Supporting Documents

Commissioner Vanderslout entertained a motion to approve the minutes of July 24, 2025. The motion was seconded by Commissioner Real Bird and passed unanimously. Commissioner Vanderslout entertained a motion to approve the minutes of August 7, 2025. The motion was seconded by Commissioner Real Bird and passed unanimously.

5. Personnel/Legal

6. Old Business

7. New Business

AJ Espinoza, Road Superintendent, explains a storm came through the night of August 12th and they had 12 fires start on the 12th and 13th, he sees it necessary to go into stage 1 fire restriction. It is deemed an emergency. Commissioner Vanderslout entertained a motion to approve Resolution 2025-26. The motion was seconded by Commissioner Real Bird and passed unanimously.

Library Board Appointment

Commissioner Vanderslout entertained a motion to appoint Bill Hodges to the Library Board. The motion was seconded by Commissioner Big Hair and passed unanimously.

City-County Planning Board Appointments

Commissioner Vanderslout entertained a motion to appoint Taylor Sidwell to the City-County Planning Board. The motion was seconded by Commissioner Real Bird and passed unanimously. Commissioner Real Bird entertained a motion to appoint Commissioner Vanderslout to the City-County Planning Board. The motion was seconded by Commissioner Big Hair and passed unanimously.

Right-of-Way Tax Cancellation

Commissioner Vanderslout entertained a motion to approve Resolution 2025-25, a resolution canceling real property taxes on parcels being used for right of way purposes. The motion was seconded by Commissioner Real Bird and passed unanimously.

Fire Suppression Agreement

Heather Ready, Deputy County Attorney, explains that the county will provide the town of lodge grass volunteer fire department equipment to be the initial attack and cover the school district area. Commissioner Vanderslout entertained a motion to approve the agreement. The motion was seconded by Commissioner Real Bird. Mayor Dabney is requesting training as soon as possible. He also expresses his gratitude. Commissioner Real Bird expresses his thanks to the Mayor taking this on for their community. The agreement passed unanimously.

Food Service Contract

Commissioner Vandersloot entertained a motion to approve the food service contract with J&D meats. The motion was seconded by Commissioner Real Bird and passed unanimously. Start day will be September 2nd.

8. Public Comments

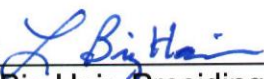
9. Discussion

The Board conferenced in Ken Greybull, Dispatch Administrator, explained that the jail radio are out. The 5014 channel is so scratchy you can't hear anyone. Roads are up and EMS are using high-terra radios so they have that work around. Deputy's are fine. The Harris radios seem to be working the best and are half the price and way down compared to the Motorolas. Get Detention 6 Harris Radios today, then we can work on getting everyone else switched over.

Jeanne Torske, County Attorney, presents her minutes she took during the meeting yesterday with the governor. Commissioner Vandersloot entertained a motion to approve the minutes from their meeting with Governor Gianforte taken by County Attorney Torske. The motion was seconded by Commissioner Real Bird and passed unanimously.

10. Adjourn

There being no other business, the board adjourned.

Approved: 
Lawrence Big Hair, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

8/13/25 Dispatch Meeting w/ Gov. et. al.
Quorum (J. Real Bird III, Dr. Vanderhant)

→ Called to order

→ Introductions

u Gov. Dineffelt (State)

u Chf. Gump (City)

u Wyatt Glade (BH(CO))

u Kim Schreder (City TAC)

u Dave Sibley (BH(CO) + Crew Truck)

~~u J. Van~~

u Commissioner Vanderhant (BH(C))

u AJ Espinoza (City Alderman)

u Commissioner Real Bird III (BH(C))

u Mayor Purcell (City)

u Sgt. Mark Fay (BH(SC))

u Sheriff Middlestead (BH(SO))

u Jordan Knudsen (City)

→ Middlestead → State turning system
u Question Re: Status

→ Middlestead → Re: Bear Cat
u Military Surplus as SWAT vehicle

→ Schreder → Concerns Re: Safety
u Turning system
u Overall public safety con.

→ Trunking System
" Chief Re: Connectivity to the Trunk System

* Chairman White Clay & Assin 12:35
Sandra Tomney

Gen. or Captains issue Re: Explain the ^{White} ^{chief} ^{Tomney}
" # of Towers for trunking

Tomney → Discuss Re: Broadband Committee
to maybe assist w/ funding

White Clay → Chairman Report that Verizon is working
w/ state to add more towers and to
allow BIA radio access to the
towers

Simmons → Response Re: Working w/ Verizon + ATT to
expand service

→ Mentioned Starlink as possible solution
\$120 - \$200 per mth Re: Residential service
stand next - \$165 a commercial
↳ Limit Re: G.B.s

White Clay

→ Maintained Stocklist as possible being used by tribal fish + game + Tribal Search & Rescue

Tribal Band #

→ Summarize the tracking system and how Big Horn County needs to tie into Wyoming tracking system

Jimforte

→ State call DOJ / Attny In Response Re: get state level MOUs w/ w/ for tracking

White Clay

→ ~~etc~~ Explain how BIA has streamlined process at BIA (Scott Davis) → Key Contracted Re: Contracted + MOUs

→ Explain how BHC + BFA are using N.D. Templates to coordinate

Tribal

→ Wants to push for a centralized dispatch Summarizer that leadership at City/County is better and more forward.

Manual of style

Kin
Schuch

→ Complained the unity between City +
County (Chief + Sheriff)

~~Shuff~~

→ ~~Political~~ C

Shuff

→ Re: Unity can help → need more
commerce

Parrell

→ Need new jail

Shuff

→ Explain that new cell Block is being
added to ~~disposal~~ Deer Lodge +
more capacity

James/
Vandys

→ Re: Push for ~~several~~ prison in
Harden

Sibly

→ Re: Sell the ^{2-prison} Jail to the D.O.C.

Paul
Bird #

→ Possible solution Re: Centralized / Regional
Detention facility →

~~Shuff~~

Glade → Need more space for pre-adjudicated space

~~Glade~~ → Moves to juvenile enclosures

↳ Needs more space + beds

Sibly → Mentioned that tribal juveniles need beds too

↳ Kids are being sent everywhere in U.S.

↳ Discusses the possibility of using the fort as a place to ~~stay~~ house juveniles

Glafato → Promote 406 jobs → New initiative

↳ Talk about re-entry post-release

↳ Work w/ employers + local officials to help develop training program

↳ Discusses the advocacy of education on the prison

Schubert → Discuss lack of housing is critical
↳ need places for people to live in the community

Simple ~~to~~

→ Discusses how communities across the state are solving the problem

Settle → Discusses how schools are best and need to have the house

Summer → Re: Schools are improved across the state Re: Mentorship program

While
they → Successes of tube R: Building new homes @ Watamu hotel
~~to hotel~~

→ Tutu College Re: Teaching degrees + skilled labor program

→ P.F. program to get everyone's shared time

→ Details the program the tube has implemented to support tutu youth + training, ~~at~~ education, etc.

Chad
George

→ Limit the ETOH sold in the county

Schedule
Silly
Wish
Ch

Re: How to limit the sale to get
rid of silly single + How to restrict
the stores to prevent theft

→ How to use local ordinances to
limit the type + amount of ETOH sold

→ Stealing the Beer etc.

Impact Closing Remedy, what spending measures, etc.

Schedule

→ Communication etc.

Impact Closing Remedy again

Minutes Drafted by:

John on 8/13

JRB @

Ratified by: L. Bittin

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 25

PREAMBLE:

A Resolution canceling real property taxes on parcels being used for right of way purposes.

RECITALS:

Pursuant to MCA 15-16-701(3), the Board of County Commissioners may enter an order that permanently and prospectively cancels real property taxes on parcels identified by the County Treasurer or Board as being used solely for road purposes and that otherwise meet the requirements of the statute.

The Treasurer has identified the following parcels located in Big Horn County as being solely used for road purposes:

1. Assessment Code: 000K0067A0

Township 2 South, Range 34 East, MPM
Section 23: 5.155 acres in NE1/4NE1/4

2. Assessment Code: 000H006000

Township 1 South, Range 33 East, MPM
Section 24: 5308 square feet, M&B in SW1/4NW1/4 less R/W

The taxes on the above identified parcels have been delinquent for more than five years.

THEREFORE:

The Board of Commissioners, Big Horn County, Montana, hereby finds that the above identified parcels, Assessment Codes: 000K0067A0 and 000H006000 are solely used for road purposes.

The Board hereby resolves that the real property taxes on Assessment Codes: 000K0067A0 and 000H006000 shall be permanently and prospectively cancelled.

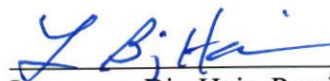
EFFECTIVE:

This Resolution shall be effective immediately.

ENACTED:

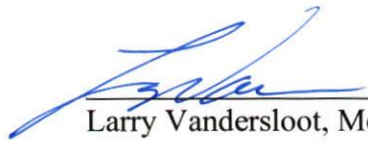
This 14 day of August, 2025, in Hardin, Montana.

BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA



Lawrence Big Hair, Presiding Officer


George Real Bird III, Member


Larry Vandersloot, Member

ATTEST:


Peri Schenderline
Deputy Clerk and Recorder

Dear Board of County Commissioners

I am writing to formally express my interest in serving on the City-County Planning Board name for Big Horn County. With a strong commitment to thoughtful, sustainable growth and civic engagement, I believe I can contribute to the board's mission of guiding the responsible development and future vision of our community.

I value the unique character of our area and recognize the importance of strategic planning in preserving that identity while accommodating growth and innovation. I am eager to collaborate with fellow board members, staff, and the public to ensure that development aligns with our shared vision.

Thank you for considering my application. I would be honored to serve and support the Planning Board's work in shaping a vibrant, resilient future for our community. Please let me know if any additional materials or references are needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Taylor Sidwell', with a stylized, flowing script.

Taylor Sidwell

DETENTION FOOD SERVICE CONTRACT

This Contract is made this 14th day of August, 2025 between Big Horn County, a political division of the State of Montana, with an address of P.O. Box 908 Hardin, MT 59034, [hereinafter referred to as County] and J & D Meats LLC, of 412 N. Custer, Hardin, MT 59034 [hereinafter referred to as Vendor].

The County desires to enter into a Contract for inmate food service at the Big Horn County Detention Center, located at 121 3rd Street West, Hardin, MT 59034 [hereinafter called Detention].

Now therefore it is agreed as follows:

1. **Purpose.** Vendor will be responsible for providing all food procurement, food preparation, supply inventory, meal planning, cooking, cleaning, stocking, and staffing for all administrative and operational functions for the inmate food service specified herein.
2. **Schedule.** Vendor shall be responsible for providing three meals a day, Monday through Friday, excluding County recognized holidays. While Vendor is not required to provide meals on holidays, holiday meal service may be negotiated for an extra charge. Vendor shall deliver meals at the times requested by County.
3. **Number of Meals.** Vendor shall provide meals for an average of thirty-seven people per day. If there are more than thirty-seven inmates, the Detention Center will provide notice of the increased number of meals required to Vendor at least two (2) hours prior to the delivery of the next meal.
4. **Vendor Meal Responsibilities.** Vendor shall prepare all meals at its facility. Vendor may use the Detention Center's kitchen in the event that Vendor's kitchen is not operational due to an emergency (e.g. power outage). The meals must consist of a minimum of 2,900 calories per day. The meal menus must be dietitian approved and also approved in advance by the Detention Commander. There must be a minimum two-week menu cycle. Vendor must make accommodations for inmates requiring special religious and/or medical diets.
5. **County Responsibilities.** The County will provide small wares, paper materials, trays, condiments, and drinks.
6. **Term of Contract.** The term of this Contract shall be three (3) years, beginning on September 2, 2025.

7. Contract Price and Payments. The Contract price for the first year shall be \$125,000. At the start of the second year, and again at the start of the third year, the Contract price from the last year shall be increased by three percent (3%). Vendor shall submit monthly invoices to County for payment.

In the event that the cost of food, goods, or labor increases by more than five percent (5%) as evidenced by the Consumer Price Index, the Contract price shall be renegotiated to reflect the actual cost increase. Any price adjustments shall be made in good faith and will take effect within thirty (30) days of Vendor providing County evidence of the increase in costs.

8. Insurance. Vendor shall purchase and maintain occurrence insurance coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000** per occurrence and **\$1,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Vendor or their officers, agents, representatives, assigns, or subcontractors which may arise from operations under this Contract. The County, and its officers, and employees are to be covered and listed as additional insured's, for liability arising out of activities performed by or on behalf of Vendor.

Vendor shall provide the County with proof of either Workers' Compensation Coverage or an Independent Contractor Exemption Certificate.

9. Indemnification. Vendor agrees to protect and defend the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties, harmless from and against all claims, demands, causes of action, including the cost of defense thereof, arising in favor of Vendor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of Vendor and/or its agents, employees, representatives, assigns, subcontractors, except when the cause of action arises from the sole negligence of the County, under the Contract.

10. Notice. All notices required under this Contract shall be deemed to have been properly served if delivered in writing personally or by certified mail to the parties at their addresses set forth above. The date of service of the notice by mail shall be the date on which such notice is received or rejected.

11. Independent Vendor. This Contract does not constitute a hiring by either party. The Vendor shall remain an independent contractor. Vendor is under control of County as to the result of Vendor's work only and not as to the means by which such result is accomplished.

Vendor acknowledges and understands that provisions of law, including workers' compensation, unemployment insurance, wage and hour as well as all applicable taxes are the responsibility of the Vendor and not County.

12. Time. Time is of the essence in the performance of this Contract.

13. Assignment and Delegation. Vendor shall not delegate its duties hereunder, subcontract or in any manner assign its rights hereunder without the written consent of County, in writing, which will not be unreasonably withheld. Nothing herein shall be construed to prevent Vendor from hiring employees of Vendor's choice to complete the work set forth in this Contract.

14. Modifications. This Contract shall not be amended, altered or modified without the prior written consent of both parties.

15. Successors and Assigns. It is understood and agreed that the provisions hereof shall apply to and bind the heirs (if any), devisees (if any), personal representatives (if any) successors and assigns of the respective parties as if in each covenant particularly mentioned.

16. No Third-Party Beneficiaries. This Contract does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.

17. 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 Contract 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 Contract.

18. Default. Failure on the part of either Party to perform the provisions of the Contract

constitutes default. Default may result in the pursuit of remedies for breach of contract, including but not limited to damages and specific performance.

19. Termination of Contract: Unless otherwise stated, the County may, by written notice to the Vendor, terminate the Contract in whole or in part at any time Vendor fails to perform the Contract. In the event of termination due to the Contractor's failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Contractor. However, at its sole discretion, the County may approve requests by the Contractor for reimbursement of expenses incurred.

20. Dispute Resolution: Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that arise under the Contract.

21. Remedies. The rights and remedies of the Parties set forth in this Contract are not exclusive and are in addition to any rights and remedies available at law or in equity. In the event of a suit by the Parties concerning the terms and provisions of this Contract, each Party shall pay their own attorney fees.

22. Governing Law. This Contract 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.

23. 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 Contract, 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.

24. Waiver. The waiver of or the failure of a Party to enforce any provision of this Contract shall not constitute a waiver of any subsequent violation or the relinquishment of any right hereunder.

25. Severability. If any term, provision, or condition in this Contract is deemed or declared unenforceable, invalid, or void, the same will not impair or invalidate any other provision herein.

26. Equal Parties. County and Vendor 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 Contract. Therefore, no provision of this Contract, including any amendment or addendum, shall be construed against the party who drafted this Contract.

Dated this _____ day of 2025.

J & D Meats LLC

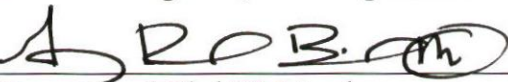
By: _____
Its: _____

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

By its Board of Commissioners:



Lawrence Big Hair, Presiding Officer

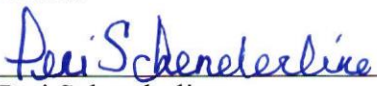


George Real Bird III, Member



Larry Vandersloot, Member

Attest:



Peri Schenderline,
Deputy Clerk and Recorder

FIRE SUPPRESSION AGREEMENT

THIS AGREEMENT made and entered into this 14 day of August, 2025, by and between BIG HORN COUNTY, MONTANA, a political subdivision of the State of Montana, hereinafter referred to as the "County" and the TOWN OF LODGE GRASS VOLUNTEER FIRE DEPARTMENT, hereinafter referred to as the "Fire Department". The purpose of this Agreement is to provide for the suppression of fires in and around the Town of Lodge Grass in Big Horn County.

Pursuant to MCA 7-33-2202(5), the County may enter into mutual aid agreements for itself and for county volunteer fire companies with incorporated municipalities and other governing bodies.

The Fire Department, as an independent contractor, and the County, in consideration of the covenants and agreements contained herein, enter into this Agreement.

I. Fire Response and Support.

- a. The Fire Department will furnish firefighting equipment to fight fires in the Town of Lodge Grass and the surrounding areas, specifically the Lodge Grass High School District. *See* Attachment A. This includes fires on County, state, or federal lands.
- b. The Fire Department agrees to provide the initial response to fires in the area set forth on Attachment A and to notify the County dispatch if the Fire Department needs assistance from County to put out the fire.
- c. The County shall respond to assist with fire suppression in the area set forth on Attachment A, when requested by the Fire Department.
- d. The Fire Department further agrees to provide mutual aid and assist in fighting fires in other areas as available, when called by the other Fire Departments, the Fire Chief, or the County Dispatch Center.

II. Equipment and Personnel.

- a. The Fire Department will maintain firefighting equipment and personnel sufficient to meet the terms of this Agreement.

- b. The Fire Department shall have appropriate personal protective equipment (PPE) as designated by the Department, for all firefighters when called to suppress a wildland fire.
- c. The Fire Department agrees to keep fire personnel on call at all times (twenty-four (24) hours a day/seven (7) days a week/three hundred sixty-five (365) days a year).
- d. The County shall provide equipment (road graders and other) as requested and as available to aid in the suppression of wildfires.
- e. The County shall provide a DNRC 1874, Big Horn County 6X6 Tender 2, and Big Horn County Fast-Tac fire truck for use by the Fire Department in performing the services described herein.
- f. The Fire Department shall make a good faith effort to use and take care of the equipment provided by the County and DNRC so that it remains in good condition. The Fire Department shall immediately notify the County if any equipment owned by the County or DNRC is in need of maintenance or repair. The County shall be responsible for maintaining and repairing the County and DNRC's equipment.
- g. The County shall provide the Fire Department with one (1) truck radio, two (3) portable radios and three (3) pagers.
- h. The County shall give the Fire Department notice of when gear and equipment no longer used by the County will be sold at a surplus property sale. The Fire Department acknowledges that any gear and equipment that it purchases at a surplus property sale is purchased "as is".
- i. The County shall reimburse Fire Department for fuel purchased for performing fire suppression, pursuant to this Agreement. On a monthly basis, Fire Department shall submit receipts for fuel purchased in compliance with County's policies.

III. Insurance and Training.

- a. The Fire Department must have workers compensation coverage on firefighters to cover injuries and lost time and provide proof by July 1 to the County Fire Chief.
- b. The Fire Department shall complete and maintain documentation of

training for its firefighters and must submit proof of such training for all firefighters prior to July 1 of each year to the County Fire Chief.

- c. The County shall provide the Fire Department with notice and the opportunity to participate in County Fire Department and DNRC training.

IV. Liability.

- a. It is understood and agreed that the County will not be held liable for any damage to equipment, nor shall it be liable for any accidents to personnel, volunteers, or equipment, or for any damages caused in fighting such fires as stipulated herein.
- b. It is further understood and agreed by both parties that the Fire Department assumes no liability to the County for loss due to fire or damage by fire, smoke, water, or chemicals used in the fighting of a fire or for any other damages necessary to save life and property or to the delay in answering fire calls which are due to causes beyond the Fire Department's control. Should the Fire Department be engaged in another emergency call on another property when they receive a fire call, said Fire Department will not be liable to the County for any damages due to delay in answering the call.

V. Use of Equipment provided by County and/or DNRC.

- a. The Fire Department agrees that none of the equipment provided by the County shall be used for any purpose other than the performance of this Agreement. The Fire Department further agrees that none of the equipment provided by DNRC shall be used for any purpose other than wildland firefighting.

VI. Command and Rules.

- a. It is understood and agreed that the Sheriff of the County, or their designated deputy, shall aid the Fire Incident Commander in fire origin and cause investigation. The Fire Incident Commander shall direct and command all firefighting personnel in fire suppression activities within their area of responsibility with support of the Fire Chief and other County officers and resources.
- b. The Fire Department, through the Fire Chief shall execute responsibilities

of the County found in law, policy, Standard Operating Procedures (SOPs) or Standard Operating Guidelines (SOGs).

- c. 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], and if applicable, MCA 18-5-401, et seq. concerning the Blind Enterprise Program's vending facility rules.
- d. In accordance with MCA 49-3-207 and Executive Order No. 04-2016, the Parties 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.

VII. Fire Reporting Requirements.

- a. To fulfill the reporting requirements required by MCA 7-33-2001(10), the Fire Chief of the Fire Department shall report all fires to the Department of Justice and shall use the National Fire Incident Reporting System (NFIRS) or other reporting method approved by the Department of Justice's fire prevention and investigation section.
- b. The Fire Department shall report all wildland fires to the County Fire Chief and/or DNRC on, at minimum, a weekly basis from June 1 to September 30 and on a monthly basis for all other months of the year. Reports shall include start date, start time, location (GPS point or other means), size (acres), land ownership (private, state, federal), point of origin, and cause, if known. Fires over 100 acres shall be reported to the County Fire Chief

and DNRC within 12 hours.

- c. The County Department of Emergency Services (DES) shall assist the Fire Department with fire and training reporting responsibilities if a request is made to DES in writing. Such assistance requires the production of weekly records to DES by the Fire Department to ensure that DES has the proper information to use for reporting.

VIII. Term of Agreement.

- a. This Agreement shall commence on the date of the last signature, and continue until July 1, 2026, inclusive. The Agreement will be automatically renewed unless either party gives written notice of its intention to not renew the Agreement thirty (30) days prior to the expiration date.
- b. Either Party to this Agreement may terminate said Agreement by rendering in writing their intention of termination at least thirty (30) days in advance of such termination. Such notice from the Fire Department must be provided the Big Horn County Fire Chief. Notice by the County must be provided to head of the Fire Department and the Mayor of Lodge Grass. The termination of a party's duties under the contract will take effect thirty (30) days after the notice is received by the parties. Such termination will only be in effect regarding the party that provides proper notice.

IX. Miscellaneous.

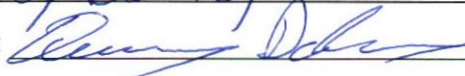
- a. This Agreement supersedes all previous Agreements entered into by the parties for this purpose.
- b. This Agreement shall be governed by and construed according to the laws of the State of Montana. The Parties irrevocably consent to the exclusive personal jurisdiction of, and venue in, the Montana Twenty-Second Judicial District Court, Big Horn County, or the United States District Court for the District of Montana.
- c. 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. 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. 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. 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. This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the Parties.

FIRE DEPARTMENT:

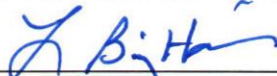
Lodge Grass VFD


Print Name: 

TOWN OF LODGE GRASS


Quincy Dabney, Mayor

**BOARD OF COMMISSIONERS
BIG HORN COUNTY, MONTANA**


Lawrence Big Hair, Presiding Officer


George Real Bird III, Member


Larry Vandersloot, Member

ATTEST:



Peri Schenderline

Deputy Clerk and Recorder

COUNTY OF BIG HORN, MONTANA

RESOLUTION 2025- 26

STAGE I FIRE RESTRICTIONS

PREAMBLE:

A Resolution of the Board of County Commissioners declaring that Big Horn County shall enter into State I Fire Restrictions.

RECITALS:

In accordance with MCA 7-5-2101(1), the board of county commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county.

The danger from forest and range fires on state and private lands within Big Horn County have reached a dangerous point.

The Board of County Commissioners has unanimously recognized the necessity for fire control measures in all of Big Horn County.

The County Fire Marshall has advised that the County should enter into a Stage I Fire Restriction.

THEREFORE:

The Board of Commissioners, Big Horn County, Montana, hereby resolves that the following acts are prohibited until further notice:

- 1) Building, maintaining, attending, or using a campfire except within a developed recreation site or improved site.
- 2) Smoking, except:
 - a. within an enclosed vehicle or building (to the extent allowed by law);
 - b. at a designated developed recreation site; or
 - c. while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
- 3) Discharge of all fireworks.
- 4) Use of exploding targets that use binary compounds of ammonium nitrate/ aluminum powder mixture, (e.g. Tannerite).

This Resolution and these restrictions will become effective at **12:01 a.m., MDT, Friday, August 15, 2025.** They will remain in effect until rescinded or revoked.

EXEMPTIONS: Only the following exemptions to the above prohibitions are allowed under this Resolution:

- 1) Persons with a written permit from Big Horn County that specifically authorizes the otherwise prohibited act.
- 2) Persons using a fire solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials with a radius of at three feet (3').
- 3) Persons conducting activities in those designated areas where the activity is specifically authorized by a written posted Big Horn County permit.

- 4) Use of acetylene cutting torches or electric welders so long as such use is in a building where they are customarily in use or in an area that is barren or cleared of all overhead and surrounding flammable materials with a radius of at least fifteen feet (15').
- 5) A federal, state, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
- 6) With the exception of Exemption number 5 immediately above, no Exemption shall be applicable when the National Weather Service issues a Red Flag or Fire Weather Warning for the area which is claiming to be under an Exemption.
- 7) An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

DEFINITIONS: The following definitions are cited for this Resolution:

- 1) Restriction: A limitation on activity or use.
- 2) Campfire: A fire, not within any building, mobile home, or living accommodation mounted on a vehicle, which is used for cooking, branding, personal warmth, lighting, ceremonial, or aesthetic purposes. Campfires are open fires, usually built on the ground, from native fuels or charcoal, including charcoal grills.
- 3) Developed Recreation Site: An area that has been improved or developed for recreation. In order to be a developed recreation site; the site must be specifically designated by a written posted Big Horn County permit as a campground or picnic area.
- 4) Improved Site: An area that has been cleared and has an established fire barrier that restricts fire spread. These areas also include improvements such as picnic tables and/or toilets.
- 5) Permit: A written document issued by an authorized representative to specifically authorize and otherwise prohibited act.
- 6) Fireworks: any pyrotechnic or explosive device regardless of the quantity of explosive contained therein.

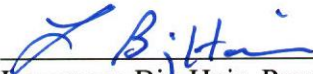
The Board of Commissioners, Big Horn County, Montana, hereby further resolves that the area of said fire control measures shall include all state and private properties within Big Horn County except:

- 1) Lands managed by any Federal Agency, including but not limited to the Bureau of Land Management (BLM), the U.S. Forest Service, National Park Service and the Bureau of Indian Affairs which shall be subject to any rules or regulations imposed by the respective Federal Agency.
- 2) Lands located within incorporated areas of Lodge Grass and Hardin, which shall be subject to any rules or regulations imposed by the respective incorporated area.
- 3) Lands under the jurisdiction of the Crow Nation or the Northern Cheyenne Nation.

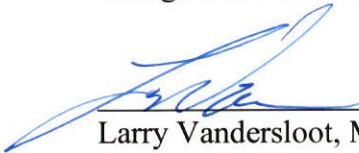
The Board of Commissioners, Big Horn County, Montana, hereby further resolves that any person violating this resolution on state or private properties that fall under the jurisdiction of Big Horn County shall be subject to Criminal Prosecution.

DATED THIS 14th day of August, 2025, in Hardin, Montana.

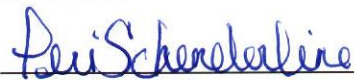
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