

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 11, 2023 9:00 AM

Members

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

1. Roll Call

Commissioner Real Bird, Presiding Officer, and Commissioner Vandersloot, member were in attendance. Tom Ackerman, BHC News, was also in attendance.

2. Call to Order

Commissioner Real Bird, Presiding Officer calls meeting to order.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve the claims book 1250. The motion was seconded by Commissioner Real Bird and passed unanimously.

4. Approve Minutes and Supporting Documents

5. Old Business

Copy Machine

Discussion over the two quotes the County Attorney received from Peterson ensued. Commissioner Vandersloot entertained a motion to approve the copy machine for \$8869. The motion was seconded by Commissioner Real Bird and passed unanimously.

Broncs & Barrels

Commissioner Vandersloot entertained a motion to approve the Broncs and Barrels Contract. The motion was seconded by Commissioner Real Bird and passed unanimously.

6. New Business

Public Hearing - Little Big Horn Name Change

The commissioners received public comment through mail and email. Commissioner Vandersloot entertained a motion to leave the name of the Little Big Horn Center and to add a plaque to honor Larson T. Medicine horse in the law enforcement side of the Little Big Horn Center and to move the Janet Rogers plaque to the law enforcement side of the building as well. The motion was seconded by Commissioner Real Bird and passed unanimously.

RFQ - IT

The county received two proposals, one from Morrison-Maierly Systems and DIS. It is under Advisement with Dulcie Bear Don't Walk.

County Fair

- Fair Dates
- events
- etc

Commissioner Vandersloot entertained a motion to approve the County Fair dates for July 25-31, 2023. The motion was seconded by Commissioner Real Bird and passed unanimously.

MACo Town Hall

The commissioners will join a Maco Town hall zoom at 12:30.

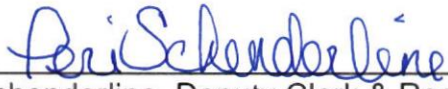
7. Public Comments

8. Discussion

9. Adjourn

There being no other business, the board adjourned.

Approved: 
George Real Bird III, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder



April 18, 2023

Big Horn Co. Attorney
Hardin, MT

Thank you for showing interest in our products and services. Below you will find pricing on a Konica Minolta Bizhub C450i. The Bizhub C450i is a 45 page per minute color digital copier, printer, fax, and scanner with 11" x 17" printing capabilities. This machine is configured with a document feeder, 2 – 500 sheet paper trays, a fax kit, a 50 – sheet stapling finisher with hole punch, and a stand. The price listed below includes delivery, setup, training, and networking.

Bizhub C450i - 45 page a minute color copier, printer, scanner, and fax.

Bizhub C450i	Retail Pricing	\$ 30,853.73
	County Discount	\$ -18,811.13
	Additional Discount	\$ -3,792.60
	Total	\$ 8,250.00

Maintenance Agreement

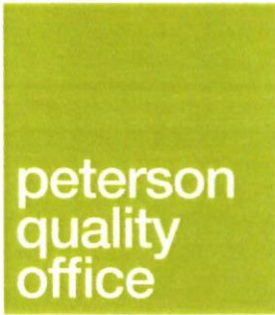
A full maintenance agreement is available for this machine that would include all of the toner, parts, supplies, and labor that would go into repairing the machine. We would charge 1¢ for every black page and 7¢ for every color page. This would be billed on a monthly basis. Again, this contract includes everything the machine will need except for paper and staples.

If you have any questions, please do not hesitate to call me at 406-245-5151.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle Arnold'.

Kyle Arnold
Sales and Service Technician



May 4, 2023

Big Horn Co. Attorney
Hardin, MT

Thank you for showing interest in our products and services. Below you will find pricing on a Konica Minolta Bizhub C450i. The Bizhub C450i is a 45 page per minute color digital copier, printer, fax, and scanner with 11" x 17" printing capabilities. This machine is configured with a document feeder, 2 – 500 sheet paper trays, 1 – 2,500 sheet letter paper tray, a fax kit, a 50 – sheet stapling finisher with hole punch, and a stand. The price listed below includes delivery, setup, training, and networking.

Bizhub C450i - 45 page a minute color copier, printer, scanner, and fax.

Bizhub C450i	Retail Pricing	\$ 32,033.73
	County Discount	\$ -19,165.13
	Additional Discount	\$ -3,999.60
	Total	\$ 8,869.00

Maintenance Agreement

A full maintenance agreement is available for this machine that would include all of the toner, parts, supplies, and labor that would go into repairing the machine. We would charge 1¢ for every black page and 7¢ for every color page. This would be billed on a monthly basis. Again, this contract includes everything the machine will need except for paper and staples.

If you have any questions, please do not hesitate to call me at 406-245-5151.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle Arnold', with a long horizontal flourish extending to the right.

Kyle Arnold
Sales and Service Technician

Explosive Entertainment, LLC

BRONCS and BARRELS on the BIGHORN, Hardin, Montana, USA



VENUE SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made and entered into this 9th day of May 2023 ("Effective Date"), and memorialized 9 day of May, 2023, by Explosive Entertainment, LLC, a South Dakota limited liability company ("EXENT"), whose mailing address is 28949 436th Ave. Menno, SD 57045 and Big Horn County ("County") a political subdivision of the State of Montana, whose mailing address is P.O. Box 908, Hardin, MT 59034. EXENT and County may be referred to herein as a "Party" or, collectively, the "Parties."

I. **Scope.** EXENT agrees to produce **Broncs and Barrels on the Bighorn ("Event")** pursuant to the terms and conditions contained in this Agreement. The Event will occur at the Big Horn County Fairgrounds, 118 Sawyer Loop, Hardin, MT, 59034 on Saturday, **July 29, 2023**, starting at 7:00 p.m. MDT and will be a 2 – 2 ½ hour performance.

II. **EXENT Support.** EXENT will provide the following support:

- a. Stock Contractor. J-J agrees to provide all bucking horses for the Event, including re-rides to match the number of entries in each event. J-J will also provide personnel including: 2 Pickup Men; 2 Judges; 1 Secretary; 1 Timer; 1 Clown; and feed, arena, and back-pen personnel. J-J will also provide electric eyes and timer for barrel racing.
- b. An experienced on-site coordinator/chute boss.
- c. An experienced rodeo sports show announcer.
- d. An experienced music director and music.
- e. A sound system for the Event.
- f. Added money for the contestants for BHC.

III. **Event Preparation and Logistics.**

- a. J-J will instruct County's operations crew on: how to prepare and place any panels necessary; work and water arena for dust control; and water stock (using equipment provided by County).
- b. It is expected that approximately 20-40 total contestants will participate in the Event. Once the number of contestants in each event is determined, then J-J will divide the contestants into section as appropriate. Contestant entries are to be recruited by J-J and the sanctioning body(ies) for rodeo saddle bronc riding.
- c. Up to 12 ladies barrel racing contestants are to be recruited by County for the performance and their entries are to be acquired two weeks prior to the event. Any additional ladies barrel racing contestants will compete during slack immediately following the Event.
- d. Entries will take place prior to the Event through J-J and sanctioning body(ies). Information and entry dates to be posted under sanctioning body(s).
- e. Payment of all money to the competition money winners will be paid out by J-J.
- f. Payment to all personnel by J-J.
- g. Post event autograph session. Contestants and Bullfighters may be required to stay for an autograph session following the Event. This is separate from; *IX Optional Promotional Display*.

Explosive Entertainment, LLC

BRONCS and BARRELS on the BIGHORN, Hardin, Montana, USA

IV. **County Support.** County agrees to provide the following support:

- a. As soon as reasonably practicable, County shall provide to EXENT an Event schedule to facilitate planning and coordination. Such schedule shall include set-up, event, and tear-down schedules.
- b. **Personnel and Livestock Requirements.**
 - i. Veterinarian (DVM) during the Event.
 - ii. Ushers and ticket takers during the Event.
 - iii. Security/Law Enforcement, EMT, and ambulance service during the Event.
 - iv. Hotel for J-J and EXENT staff with 5 rooms, as follows: 2 rooms (2 beds/room) for 2 nights, Friday, July 28th and Saturday, July 29th, 2023, and 3 rooms (2 beds/room) for 1 night, Saturday, July 29th, 2023.
 - v. Three (3) big round bales of horse quality grass or second cutting alfalfa hay. J-J will provide any grain.
 - vi. Stock water, and water tubs, to be available beginning Thursday, July 27th, 2023, until the conclusion of the Event or Sunday, July 30th, 2023, whichever is later.
 - vii. Housing for livestock in pens available Thursday, July 27th, 2023, until conclusion of the Event or Sunday, July 30th, 2023, whichever is later.
 - viii. Arena with loading chute, back pens, strip chute, and bucking chutes. Arena needs to appear safe, functional, and professional.
 - ix. Equipment and operations crew to set-up and tear-down any panels to adjust arena, work and water the arena under the guidance of the J-J operations staff.
 - x. Off-road extended forklift, skid loader, or tractor with forks or bucket to tend to any injured large animal during the performance. J-J will provide a panel and/or trailer, should an emergency occur. All equipment DVM and personnel are to be immediately available.
 - xi. Three nicely painted or wrapped barrels provided for barrel racing.

V. **Fees.** In exchange for EXENT's Services, County shall pay **\$28,100.00** as follows:

- a. **Deposit.** Within 5 business days of the Effective Date of this Agreement, County shall remit to EXENT a non-refundable deposit of **\$4,215.00** via certified funds or electronic funds transfer.
- b. **Interim Payment.** By May 17th, 2023, County shall remit to EXENT a non-refundable interim payment of **\$11,942.50** via certified funds or electronic funds transfer.
- c. **Balance Payment.** By July 14th, 2023, 2 weeks before the Event, County shall remit to EXENT the remaining balance of **\$11,942.50** via certified funds or electronic funds transfer.

VI. **Contingent Fees.** If County is unable to provide any agreed upon equipment, operators, or other resources, then EXENT may provide or arrange for the equipment, operators, or other resources. The County agrees to reimburse EXENT for any expenses incurred to obtain the necessary equipment, operators, or other resources.

VII. **Merchandise Sales.** The Parties agree that EXENT shall have the exclusive right to the sales and proceeds of all promotional merchandise related to the Event, including hats, shirts, toys, flags, photographs, ear protection, and any other promotional items. The Parties further agree that EXENT may establish a sales area or booth to conduct its sales, and EXENT shall be responsible for all equipment, personnel, product, and material need to conduct such sales.

Explosive Entertainment, LLC

BRONCS and BARRELS on the BIGHORN, Hardin, Montana, USA

VIII. **Optional Primer Party.** The Parties agree that EXENT may establish, conduct, a "Primer Party" to be held immediately prior to the Event, which may include ticketed access to autograph session and a VIP opportunity.

IX. **Optional Promotional Display.** For a negotiated fee, plus expenses, EXENT will coordinate with a promotion display and/or autograph party at sponsor, or advance ticket sales locations to promote the Event.

X. **County Insurance.** County may obtain and provide to EXENT proof of liability insurance covering County, EXENT and J-J during the Event. EXENT will alternatively add County and J-J to its policy of liability insurance and obtain a Certificate of Insurance that names County and J-J as an additional insured.

XI. **Crew & Contestant Waivers.** All J-J crew members and contestants participating in the Event, including all bronc and bull riding contestants, shall be required to enter a waiver, assumption of risk, and indemnity agreement for any claims, damages, and injuries related to the Event.

XII. **Independent Contractor & No Exclusivity.** EXENT shall be an independent contractor, and not an agent, employee, partner, joint venture, or legal representative of County. County acknowledges and agrees that nothing in this Agreement shall prohibit EXENT from providing services to other clients or to otherwise engage in EXENT's business activities.

XIII. **Suitability.** It is the County responsibility to ensure that the Event and any services provided by EXENT 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.

XIV. **Dispute Resolution.** If a Party fails to substantially 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.

XV. **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 the 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.

XVI. **Right of First Refusal.** EXENT shall have a right of first refusal, upon the same terms offered to any other party, for Broncs and Bulls on the Big Horn organized by County for a period of 3 years from the Effective Date.

XVII. **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 County, Big Horn County, or the United States District County for the District of Montana.

Explosive Entertainment, LLC

BRONCS and BARRELS on the BIGHORN, Hardin, Montana, USA

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, then 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 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. 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, successors, 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. Reproductions 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. County, including its affiliates, officers, directors, employees, agents, successors, and assigns, agree to indemnify, defend, and hold harmless EXENT from all liability, loss, damage, or expense that EXENT incurs as a result of any claim, demand, action, cause of action, damage, judgment, costs, or expenses, including reasonable attorney's fees, that arise out of or relate to the Event.

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.

Explosive Entertainment, LLC

BRONCS and BARRELS on the BIGHORN, Hardin, Montana, USA

Addendum

The following shall be added to the Venue Services to which it is attached [hereinafter Agreement]:

a) 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 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.

b) 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.

c) INSURANCE

EXENT shall carry a public liability insurance policy having limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) naming the County as an additional insured and providing that should EXENT default in any manner under said insurance policy that County be notified by the insurer prior to cancelation of said insurance policy. It is understood and agreed that EXENT's insurance policy is primary to any other valid and collectible insurance available. For any claims related to this Agreement, EXENT'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 EXENT's insurance and shall not contribute with it. EXENT shall, at the time of the execution of this Agreement, provide County a Certificate of Insurance indicating that it meets the requirements herein, including but not limited to confirmation by EXENT's insurance carrier that EXENT's insurance is the primary insurance as set forth above.

d) EQUAL PARTIES

County and EXENT acknowledge and agree that the parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney

Explosive Entertainment, LLC

BRONCS and BARRELS on the BIGHORN, Hardin, Montana, USA

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 15th day of May, 2023.

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

Explosive Entertainment, LLC

By its Board of Commissioners:



George Real Bird III, Presiding Officer



Larry Vandersloot, Member



Lawrence Big Hair, Member

Attest:



Peri Schenderline,
Deputy Clerk and Recorder

By 
Randy Taylor
Its: President

Peri Schenderline

From: Kelly Diane <janman1210@gmail.com>
Sent: Monday, March 13, 2023 3:39 PM
To: Big Horn County
Subject: Name change

I am writing this email regarding the name change of the Little Big Horn Center to T. Larsen Medicine Horse Law Enforcement Center.

I agree that there should be some sort of acknowledgment of the years of service that Sheriff Larson provided to the county.

One of my concern is that it is my understanding that the building will also be used for other offices not just law enforcement.

My biggest concern is the cost. With the remodeling of the Senior Living building along with the remodeling of the Little Big Horn Center, can the county afford it. The tax payers of this county should be able to see the breakdown of costs before a final decision is made to rename a building that already represents Big Horn County.

Thanks you
Janis Manolis

Sent from my iPad

Peri Schenderline

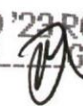
From: Debra Johnson <deb.voj@gmail.com>
Sent: Wednesday, March 29, 2023 5:12 PM
To: Peri Schenderline
Subject: Renaming the Little Big Horn Center

It is my opinion to not rename the center. The current name is historical in itself. Place a plaque on the Sheriff side of the building. Please consider the spending of money on issues that do not improve services. Thank you for your consideration.

Debra Johnson

--

Deb Johnson

 MAR 30 '23 RCVD
LV LP GRB3 

March 22, 2023

Big Horn County Commissioners
Attention: George Real Bird III, Chairman
P.O. Box 908
Hardin, MT 59034

✓ MAR 23 23 RQVD
LV CPLP GRB3

Chairman Real Bird

I am opposed to changing the name of The Little Big Horn Center for the following reasons:

- Commissioners John Doyle(23 years), John Pretty on Top(19 years), and Chad Fenner (17 years) spent significant time and thought deciding on a name and purpose for the current Little Big Horn Center. It was important that the name of this building represent all of the people of Big Horn County. Honor their work.
- Name changes are expensive. How many more name changes might be proposed? Consider the following, which have merit as well as many others.
- John Doyle was the first Native American elected County Commissioners and served the county for 23 years.
- Big Horn County has had numerous elected Sheriffs who have served this County very well.
- Sheriff Macleod was killed while serving as sheriff and Janice Rogers who, as a deputy, gave her life while serving Big Horn County.

In my opinion, it is best not to change the name of the Little Big Horn Center.

Sincerely

Mary Slattery

Mary Slattery
835 West Division
Hardin, MT 59034
406-665-2707

Pc Larry Vandersloot Lawrence Big Hair

March 22, 2023

MAR 23 '23 RCVD
-----LV-----LP-----GRB3

Big Horn County Commissioners
Attention: George Real Bird III, Chairman
P.O. Box 908
Hardin, MT 59034

Chairman Real Bird

This letter is in response to the request for public input on the suggested name change of the Little Big Horn Center proposed by BHC Sheriff King.

I am opposed to this name change and agree that a plaque honoring former BHC Sheriff Larson Medicine Horse would be an appropriate way to honor him. The name change itself would not reflect his significant accomplishments like the "firsts" he represented. .

A Wall of Honor would be a fitting addition to the facility where plaques honoring Former Sheriff Medicine Horse as well as the many others from previous years and those from future years who have earned recognition for meritorious contributions could be recognized.

Changing the name of the Little Big Horn Center is not an appropriate or necessary action to take.

Sincerely



Jane Slattery
835 West Division
Hardin, MT 59034
406-665-2707

Pc: Commissioner Larry Vandersloot

Commissioner Lawrence Big Hair