

**BIG HORN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

121 3rd St W
Room 301
Hardin, MT 59034



**BIG HORN COUNTY BOARD OF COUNTY
COMMISSIONERS MINUTES
February 27, 2025
9:30 AM**

Members

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

1. Call to Order

Commissioner Big Hair, Presiding Officer calls meeting to order.

2. Roll Call

Commissioner Big Hair, Presiding Officer, and Commissioner Vandersloot, member were both in attendance. Heather Ready, Deputy County Attorney, was also in attendance.

3. Claim Approvals

Commissioner Vandersloot entertained a motion to approve Claims 1237 and 1233. 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 February 20, 2025. The motion was seconded by Commissioner Big Hair and passed unanimously.

5. Personnel/Legal

6. Old Business

Mosquito Contract

Heather Ready, Deputy County Attorney, has a one year agreement for Pest Control Specialist, LLC. They were the only entity to respond to the RFP. Commissioner Vandersloot entertained a motion to approve the mosquito contract with Pest Control Specialist, LLC. The motion was seconded by Commissioner Big Hair and passed unanimously.

7. New Business

Tax Deed Sale Date

Commissioner Vandersloot entertained a motion to approve Resolution 2025-9, a resolution setting the date and time of a tax deed sale for March 26, 2025, at 10 AM. The motion was seconded by Commissioner Big Hair and passed unanimously.

8. Public Comments

9. Discussion

10. Adjourn

There being no other business, the board adjourned.

Approved: 
Lawrence Big Hair, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

AGREEMENT

THIS AGREEMENT [hereinafter called Agreement], with an effective date of April 1, 2025 by and between Big Horn County [hereinafter County], the Mosquito Control District [hereinafter District] established by Big Horn County with a mailing address of P.O. Box 908, Hardin, MT 59034, Big Horn County, a political subdivision of the State of Montana with a mailing address of P.O. Box 908, Hardin, MT 59034, [Unless the context provides otherwise all references to County shall, include District.], and Pest Control Specialists LLC, a Montana Limited Liability Company, whose mailing address is 406 Community School Rd, Hardin, Montana 59034 [hereinafter referred to as Contractor].

WITNESSETH

Whereas pursuant to MCA § 7-11-1021 the District was established for the purpose of the control of mosquitos within the exterior boundaries of District;

Whereas the exterior boundaries of District are fully contained in the County;

Whereas the Board of County Commissioners of Big Horn County exercised the authority granted to it by MCA § 7-1-203(1) and assumed the duties of the Mosquito Control Board of the Mosquito Control District; and

Whereas the County desires to enter into an agreement with Contractor to provide mosquito control services within the District.

Now, therefore, it is agreed as follows:

1) **Term**

This Agreement shall begin on April 1, 2025 [hereinafter Effective Date] at 12:01 a.m. and terminating on October 15, 2025 at midnight. This Agreement may be renewed for additional seasons by the written agreement of both parties on or before January 1st. If renewed, the term of this Agreement shall be from April 1 to October 15.

2) **Application of Mosquito Control Agent and Unit Price Per Acre**

Contractor, using its own equipment, which includes but is not limited to truck(s), all-terrain vehicle(s) mounted equipment, backpack spray or hand-held sprayers shall apply, after consultation with and approval of the Big Horn County Mosquito Control District Board larvicide and adulticide to kill mosquitos.

The unit price per acre for the application of concentrate or diluted liquid adulticide per acre on Eight Hundred Sixty-Eight (868) acres within the City of Hardin shall be One Dollar Fifty Cents

(\$1.50) per acre. The unit price per acre for the application of concentrate or diluted liquid adulticide per acre on between Five Hundred (500) and Fifteen Hundred (1500) acres within the District but outside the City of Hardin shall be One Dollar (\$1.00) per acre.

Larvicide shall be applied on up to Two Hundred Fifty (250) acres. The cost of either liquid or granular larvicide is Ten Dollars (\$10.00) per acre per application. Contractor shall have sole discretion as to whether liquid or granular larvicide will be applied.

3) **Acreage Variance**

It is understood and agreed that the actual acreage to be sprayed may vary based upon a number of factors, including but not limited to mosquito breeding patterns, weather, budget capabilities and State and Federal Laws. Services may be increased or decreased as deemed necessary by the County Commissioners in consultation with the District and Contractor.

4) **Termination of Agreement**

- a) This Agreement may be terminated or reduced in scope by County if the funding sources are eliminated or reduced for any reason.
- b) It is understood that if either party fails to comply with the terms of this Agreement, the other party may terminate this Agreement by providing thirty (30) days written notice to the other party to cure the default. If the default is not cured to the satisfaction of the non-defaulting party within the thirty (30) days this Agreement shall terminate at the end of the thirty (30) days. Provided, however, if Contractor, due to its own fault or negligence, shall fail or refuse to provide the service within the parameters described in Clause 12 hereof, the County may place Contractor upon written notice and if not corrected within five (5) working days from the time of notification, the County may cancel this Agreement, in whole or in part at the end of the five (5) working days.
- c) Either party may terminate this Agreement, without cause, by giving no less than sixty (60) days written notice to the other party of its intent to terminate.
- d) The end of the term of this Agreement as provided in Clause 1 above.

5) **Insurance**

Contractor shall maintain during the term of this Agreement the following insurance coverage for all its member(s) and employees:

- a) Comprehensive General Liability. One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) for bodily injury and property damage (excluding chemical liability); and Two Million Dollars (\$2,000,000.00) per person / occurrence for chemical bodily injury or chemical property damage.
- b) Automotive Liability. Automotive Liability insurance covering all

vehicles used in the performance of this Agreement with limits of not less than One Hundred Thousand Dollars (\$100,000.00) each person and Three Hundred Thousand Dollars (\$300,000.00) each accident as to bodily injury and Twenty-Five Thousand Dollars (\$25,000.00) as to property damage to others.

- c) Workers' Compensation. Workers' compensation coverage in the statutory amounts as required by Montana law, unless Contractor provides certificates of exemption from the State of Montana for all of its employees and members. In the alternative, Contractor may show by appropriate documentation from the State of Montana that any person that works for Contractor is exempt from Worker's Compensation Coverage.

All insurance policies, with the exception of Workers' Compensation, shall name the County and District as additional insureds and provide that should Contractor default in any manner under said insurance policy that District and County be notified by the insurer. It is understood and agreed that Contractor's insurance policies are primary to any other valid and collectible insurance available. For any claims related to this Agreement, Contractor's insurance coverages shall be primary insurance as respects the District, its board members, employees, attorneys, 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 Contractor's insurance and shall not contribute with it. Contractor shall, at the time of the execution of this Agreement, provide County and District with Certificates of Insurance indicating that it meets the requirements herein.

6) **Licensure**

Contractor shall furnish County and District with proof of a valid State of Montana Pesticide Applicator License for mosquito control prior to performing any spraying or spreading any mosquito larvicide or adulticide, [hereinafter referred to as MCAs (mosquito control agents)].

7) **Indemnification**

Contractor agrees that it shall indemnify and hold the District, its board members, employees, attorneys, the County, its employees, elected officials and attorneys harmless from and against any and all claims for injury, loss of life, or damage to a loss of use of property, including but not limited to attorney's fees caused or alleged to be caused by acts or omissions of the Contractor, its employees and invitees which arise out of Contractor's performance or failure to perform as specified in this Agreement.

Without limiting the generality of the foregoing, this indemnification clause shall specifically apply to any and all suits, actions, or claims of any character instituted or made on account of any injuries or damages alleged to have been sustained by any person or property as the result of the pursuance of the work provided for herein, or any act or omission by the Contractor for work expressly ordered by the County or District; or for alleged injuries to person(s), livestock, poultry, crops, or

property attributable to the characteristics of the insecticide such as but not limited to potency, mislabeled, misformulated or residual effect; or for any such alleged injuries from the MCAs that resulted from weather conditions before, during, or after application; or for any over spraying or over application, spraying at a heavier rate per acre than specified by label instruction, or due to over-lapping applications and/or spraying at a heavier rate due to equipment malfunction or breakage, and the County shall not be responsible for said activities or any related activities. The duty to indemnify hereunder shall survive the termination of this Agreement.

8) **Force Majeure**

Neither the Contractor nor the County or District shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to, government restriction, strikes, flood, fire, or unforeseen catastrophe beyond either party's control. The Contractor and the County shall notify each other in writing, and in a timely manner not to exceed thirty (30) days, of any situation that may prevent performance under the terms and conditions of this Agreement.

9) **Billing and Payment**

Contractor will bill the County on a monthly basis and reflect all acreage treated with MCAs that month. The Contractor shall indicate on the maps and the daily pesticide application record log, furnished by the Contractor, all areas treated with MCAs, what type larvicide and/ or adulticide was used, the application rate, time applied, and the weather conditions, including temperature range and humidity, and the general wind speed and direction. All payments shall be made by the County and shall be final and binding on both parties.

County reserves the right to withhold payment for incomplete application of MCA coverage due to equipment malfunction, application error, or unfavorable weather conditions that may arise during the application. No charges, including but not limited to a cancellation fee, will be imposed other than for acreage effectively treated. The Contractor will be paid the unit price per acre for the actual acreage where the MCAs were applied.

County shall pay the Contractor for services rendered by the Contractor, provided the Contractor submitted a complete and accurate invoice including all MCA application information required and Exhibit "A" the form of which is attached to this Agreement. All invoices received by the 25th of any month shall be paid by the 10th of the following month.

10) **Application Equipment**

Contractor shall apply the adulticides with a mosquito ULV generator (cold aerosol) "Fogger" an example of which is the *Grizzly* made by Clarke Engineering Technologies, Inc. shown in Exhibit "B" of this Contract). Contractor agrees to appropriately maintain said fogger during the course and term of this Contract in a workman-like manner.

Contractor's fogger must be tested and certified by the manufacturer, State of

Montana, or other certifying entity, to be delivering the MCAs within the required size range. The certification must be submitted to the County prior to the beginning of each mosquito season. County may also test the fogger, at County expense, anytime during the term of this Agreement.

11) **Subcontracting and Assignment**

Contractor shall not subcontract or assign the work or any part thereof without the previous written consent of the County which will not be unreasonably withheld.

12) **Proposed Scheduling, Amount of Application, Factors Effecting Application of MCAs, and County's Use of Another Applicator**

- a) Adulthood applications typically average about 868 maximum acres per treatment within the City of Hardin and 500 to 1,500 acres per treatment outside the City of Hardin but within the District.
- b) Individual larvicide applications may involve up to 250 acres per treatment within District boundaries, whether in or outside the City of Hardin.
- c) Except as otherwise provided herein, adulthood shall be applied once a week.
- d) Except as otherwise provided herein, larvicide shall be applied once every thirty (30) days.
- e) Applications generally will not be made when the wind velocity exceeds ten (10) miles per hour for liquid formulations and fifteen (15) miles per hour for granular formulations.
- f) In general, adulthood application should begin around dusk, with early morning a secondary preference, as conditions are usually more favorable at said times.
- g) Additionally, ULV adulthood applications generally shall not be made when the temperature is above eighty-five (85) degrees Fahrenheit or the wind speed is above ten (10) miles per hour, or as per label maximum limit instructions.
- h) Contractor, keeping in mind that it is of great importance that there be no delay in applying MCAs in order to prevent the development of mosquito larvae or the flight of adults from their breeding grounds, or to provide timely nuisance relief or to minimize disease transmission potential, will determine, by inspection, the time for each application, that must be made without delay, barring unfavorable conditions. Such applications are usually made between April 1 and October 15 of each year.
- i) In the event Contractor cannot reasonably provide necessary applications in a timely manner, County reserves the right to inform Contractor and obtain another MCA applicator service to perform all or part of the work, with the County to pay for costs incurred for said work.

13) **Payment by County for MCAs**

Contractor shall first use all MCAs currently in the County's possession. Contractor shall bill County monthly for all MCAs ordered pursuant to this Agreement. Contractor shall arrange for the storage of MCAs at no cost to County and shall return any remaining MCAs to County at the end of the term of this Agreement or any extension thereof. The liquid and granular larvicides shall be applied by the Contractor per EPA registered label instructions. The MCAs ordered shall be chosen by the Contractor in consultation with and approval of the District and the County and may include but may not be limited to, Abate 4E, Vectobac 12AS, Vectobac (B.t.i.), Altosid granules or briquettes of varying residual effectiveness; and adulticides such as Biomist 3+15, Malathion 95% ULV, Anvil 2+2 ULV, Mosquito Mist 1.5 ULV, Mosquito Master 4+12 or other MCA formulations applied in accordance with EPA registered label instructions and that appropriately match the Contractor's fogging equipment.

14) **Maps**

District boundaries are indicated on the map attached hereto as Exhibit "C" and by this reference made a part hereof. The potential mosquito breeding areas, wetland or potential wetland areas are indicated on the map which attached as Exhibit "D" and by this reference made a part hereof.

15) **Independent Contractor**

In the performance of Services, and in the exercise of such rights granted under this Agreement, Contractor and its member(s), employees, at all times, shall act and perform as independent contractors with respect to the County. None of the provisions of this Agreement shall be deemed or interpreted to create any relationships between County and Contractor and any other persons, including, but not limited to Contractor's member(s), agents, or employees, other than that of independent contractors. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between Contractor, its member(s), agents or employees and the County.

Without limiting the generality of the foregoing:

- a) The Parties agree that Contractor's member(s), agents, and employees, if any, are employees of Contractor and are engaged in an independently established trade and practice and the County shall have no right to control or direct the details, manner or means by which services are performed. In performing services under this Agreement, the County shall have no control over or management authority with respect to Contractor or its operations and services provided.
- b) Contractor shall report, for federal and state income tax purpose, all amounts received by it under this Agreement as income. Contractor shall have responsibility for, and shall ensure that there is withholding

of all federal and state income taxes, workers' compensation insurance unemployment insurance tax, Social Security tax and other withholding for its member(s) and employees providing services under this Agreement, with respect to payments made to Contractor from revenues Contractor receives under this Agreement or from other permitted sources.

- c) Any person furnishing services under this Agreement will be member(s), employees of, or contracted to, Contractor.

16) **Governing Law and Venue**

This Agreement shall be governed and interpreted in accordance with the laws of the State of Montana and Big Horn District, Montana shall be the venue for any legal action between the parties.

17) **Public Records**

The parties acknowledge the County, as a political subdivision of the State of Montana, is required to comply with Montana Laws regarding public disclosure including, but not limited to MCA §§ 2-3-101 et seq and 2-6-1001 et seq.

18) **Notices**

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Contractor:

Pest Control Specialists LLC
406 Community School Road
Hardin, MT 59034

County:

Big Horn County Commissioners
P.O. Box 908
Hardin, MT 59034

19) **Equal Parties**

County and Contractor acknowledge and agree that the parties are experienced and competent business professionals who have been given an opportunity to consult with an attorney concerning this Agreement. Therefore, no provision of this Agreement, including any amendment or addendum, shall be construed against the party who drafted this Agreement.

20) **Third Party Beneficiary**

This Agreement does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the parties.

21) **Compliance with Local, State and Federal Laws**

County and Contractor 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 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, Contractor 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.

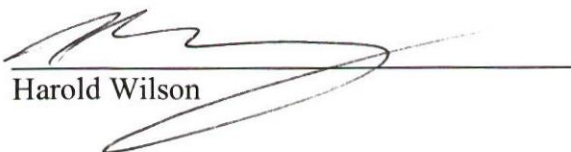
22) **Limits of Contract**

This instrument contains the entire Agreement between the parties, and no statements, or promises of inducements made by any party that is not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except as provided by written agreement of the parties.

IN WITNESS THEREOF: COUNTY and CONTRACTOR, have executed this Agreement on the date set forth above.

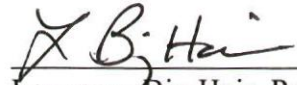
This 5 day of March, 2025.

CONTRACTOR:
PEST CONTROL SPECIALISTS LLC


Harold Wilson

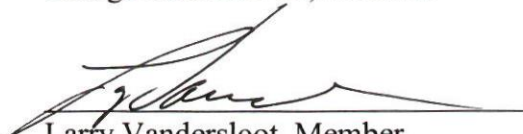
This 27th day of February, 2025.

**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

NOTICE OF SALE OF TAX DEED PROPERTY

2025- 9

BY THE ORDER OF the Board of County Commissioners of Big Horn County, Montana entered on it minutes the 27th day of February, 2025, the Board will, pursuant to Montana Code Annotated Section 7-8-2301(4), on March 26th, 2025 at 10:00 am of said day at the Big Horn County Courthouse meeting room on the first floor, in the City of Hardin, in Big Horn County, State of Montana offer for sale at public auction to the highest bidder all of the rights, title, interest, estate, lien claim and demand of the State of Montana and of said County of Big Horn, in and to the following real property and the Board determined and fixed the value of the property at the amount set after the description.

K067400 GENEVA OTHER MEDICINE

CROW AGENCY ORIGINAL TOWNSITE, S01, T03 S, R34 E, BLOCK 16, LOT 4-5
BISHBE AVE

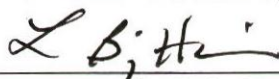
M000300 LEONARD JOHN MILLER JR

LODGE GRASS ORIGINAL TOWNSITE, S13, T06 S, R35 E, BLOCK 1, N 6.5'
LT 4, LTS 5 & 6
MAIN ST

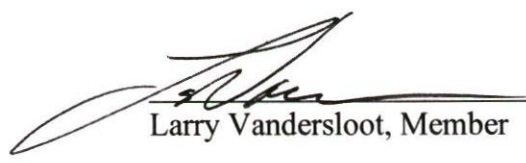
M003100 LYNN MILLER

LODGE GRASS ORIGINAL TOWNSITE, S13, T06S, R35 E, BLOCK 4, LOT 9-
10 MAIN ST

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