

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to State's Attorney approval, and authorize the Chairman to sign.

Received as of April 27, 2022:

- Mosquito control agreements with the City of Fargo and the City of West Fargo for 2022
- Cass County Weed Control—spraying services for various County-owned properties.



Vector Control Board

MEMORANDUM

Tony Gehrig
Dr. Joe Rinehart PhD
Dr. Matthew Eaton DDS

Ben Prather
Director

TO: Cass County Commission

FROM: Ben Prather, Vector Control Director
Jason Benson, County Engineer

DATE: April 25th, 2022

SUBJECT: Mosquito Control Agreements:
Fargo and West Fargo Control Contracts

The enclosed documents include 2022 mosquito control contracts with West Fargo and Fargo.

The City Commission of West Fargo has already signed and approved the contract. The City of Fargo requires Cass County signatures and authorization prior to appearing on their Commission agenda.

The contract language and cost saw no changes between the current contract and the 2021 agreement.

SUGGESTED MOTION:

Authorize Chair to sign contracts for mosquito control activities in partnering Cities.

1201 Main Ave West
West Fargo, North
Dakota 58078-1301
701-298-2382

2022 MOSQUITO CONTROL AGREEMENT
CITY OF FARGO AND CASS COUNTY GOVERNMENT

This is an agreement to formalize the partnership for mosquito control between the City of Fargo and Cass County Government during the 2022 mosquito control season. The agreement is made between the City of Fargo, whose office is located at 200 North 3rd Street, Fargo, North Dakota 58102, hereinafter CITY, and Cass County Government whose office is 211 Ninth Street, Fargo, ND 58018 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately \$835,500 in Vector Control Mill funds has been designated for the Countywide Vector Program. COUNTY funds will be used within the CITY and in surrounding areas with the objective being to distribute products and services commensurate with the source of revenue.
2. In addition to service provided in paragraph 1, COUNTY will provide services within the CITY for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, spraying mosquitoes in and surrounding Fargo including parks and schools, inspection of public and private property, collection of mosquito traps for population monitoring. The COUNTY Vector Director will provide technical direction and coordination of these activities. The Vector Director will also work in cooperation with CITY officials to provide other technical and administrative assistance as necessary.
3. CITY agrees to provide funding to support the activities referred to in paragraph 2. The total cost for these activities is \$290,000. Estimated start date and end dates for activities is April 15th to October 1st respectively.
4. COUNTY will provide services within the predetermined "Extra-territorial" area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, inspection of public and private property, and collection of mosquito traps for population monitoring.
5. CITY agrees to fund fifty percent (50%) of the activities described in paragraph 4. COUNTY agrees to fund fifty percent (50%) of the activities described in paragraph 4. Anticipated total cost of services defined in paragraph 4 are estimated to not exceed \$40,000.
6. COUNTY will provide monthly statements to CITY of time and materials, and invoice CITY monthly.
7. CITY agrees to fund the cost of city-wide adult mosquito spraying at \$3,000 per full application. Estimate between 5 and 10 applications per season dependent upon conditions. Adult mosquito spraying will be invoiced monthly.
8. If funding needed to maintain activities in paragraph 2 and paragraph 5 is forecasted to exceed \$302,000 COUNTY must provide CITY with written notice requesting contract adjustment 14 days prior to contract funding shortfall. All COUNTY contract adjustments will receive acceptance or rejection through written notice by CITY within 10 days of request. Failure by CITY to respond to COUNTY within 10 days of request will constitute CITY acceptance of contract adjustments.

All requests for contract adjustments shall be submitted to:

Fargo Public Works
402 23rd Street N.
Fargo, ND 58102

9. If COUNTY fails to comply with paragraph 6, all costs associated with activities outlined in paragraph 2 exceeding contracted dollar amounts will be the sole responsibility of COUNTY to fund.
10. COUNTY will fund up to \$145,000 for aerial spray application or comparable partial applications within the metro area including within CITY limits and surrounding area when determined necessary.
11. CITY agrees to fund any additional costs for aerial spraying above or beyond paragraph 8 when CITY requests the contracted services of an aerial applicator. COUNTY will coordinate the aerial spray operation upon the CITY's approval or after expressed written permission is given by the CITY authorizing the Vector Control Director as its agent to make the determination. Additional funds for an aerial application are available for use in COUNTY at the discretion and authorization of COUNTY.
12. COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any party from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
13. CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the CITY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date

Mayor, City of Fargo

Date

2022 MOSQUITO CONTROL AGREEMENT
CITY OF WEST FARGO AND CASS COUNTY GOVERNMENT

This is an agreement to formalize the partnership for mosquito control between the City of West Fargo and Cass County Government during the 2022 mosquito control season. The agreement is made between the City of West Fargo, whose office is located at 800 4 Ave East, West Fargo, ND 58078, hereinafter CITY, and Cass County Government, whose office is 211 Ninth Street South, Fargo, ND 58108, hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

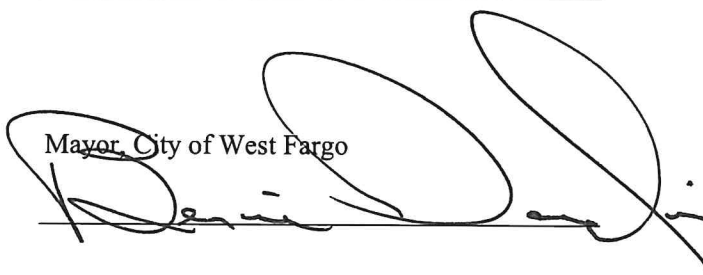
1. COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately \$835,000 in Vector Control Mill funds has been designated for the Countywide Vector Program. County funds will be used within the City of West Fargo and in surrounding areas with the objective being to distribute products and services commensurate with the source of revenue.
2. In addition to service provided in paragraph 1, COUNTY will provide services within the City of West Fargo and adjacent area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, spraying mosquitoes in West Fargo parks and schools, inspection of public and private property, collection of mosquito traps for population monitoring. The County Vector Director will provide technical direction and coordination of these activities. The Vector Director will also work in cooperation with CITY officials to provide other technical assistance as necessary.
3. CITY agrees to provide funding to support the activities referred to in paragraph 2. Total estimated cost for these activities is \$82,500. Estimated start date and end dates for activities is April 15th to October 1st respectively.
4. COUNTY will provide services within the predetermined "Extra-territorial" area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, inspection of public and private property, and collection of mosquito traps for population monitoring.
5. CITY agrees to fund fifty percent (50%) of the activities described in paragraph 4. COUNTY agrees to fund fifty percent (50%) of the activities described in paragraph 4. Anticipated total cost of services defined in paragraph 4 are estimated to not exceed \$15,000.
6. COUNTY will provide monthly statements to CITY of time and materials, and invoice CITY monthly.
7. CITY agrees to fund the cost of City-wide adult mosquito spraying at \$1,000 per application. Estimate between 5 and 10 applications per season dependent upon conditions. Adult mosquito spraying will be invoiced monthly.
8. If COUNTY costs significantly exceed any line items, COUNTY may request an additional funding to maintain activities in LINE 2. If at any time the amount charged to CITY exceeds funds available; the CITY can request a stoppage in service.
9. If at any time total charges to CITY exceeds \$97,500; the CITY can request a stoppage in service.

10. To request a stoppage in service, CITY must provide COUNTY written notice 14 days in advance of requested termination to Cass County Vector Control at the following address:
 - a. 1201 Main Ave West
West Fargo, ND 58078
11. CITY agrees to fund contract costs for aerial spraying when CITY requests the services of an aerial applicator. COUNTY will coordinate the aerial spray operation upon the CITY's approval. Additional funds for an aerial application are available for use in COUNTY at the discretion and authorization of COUNTY.
12. COUNTY will fund all contract costs for aerial spraying in unincorporated areas and all other areas within the district when determined necessary.
13. COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any party from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
14. CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the CITY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission

Date

Mayor, City of West Fargo



Date

4-18-2022

Cass County Weed Control

Weed Control Work Order

This agreement for noxious or troublesome weed spraying is between Cass County Commission hereinafter CLIENT and Cass County Weed Control hereinafter WEED CONTROL, for the control of noxious and troublesome weeds on land with the legal description being various county owned flood buy out lots and other county owned properties.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) WEED CONTROL will use only approved herbicides and apply as per herbicide label instructions. Herbicides to be used Tordon, Overdrive, 2,4-D, Milestone, Mec Amine-D, glyphosate.
- 2) WEED CONTROL will notify the North Dakota Department of Health of intent to apply herbicides on or in water and provide a copy of the notice to CLIENT.
- 3) WEED CONTROL agrees to take steps to control noxious or troublesome weeds with WEED CONTROL available resources. WEED CONTROL may hire commercial spray applicators if deemed necessary upon approval of CLIENT.
- 4) WEED CONTROL will bill CLIENT for services rendered as per the following rates:
 - a. ATV sprayer and labor \$55.00/hr.
 - b. Labor with hand sprayer \$30.00/hr.
 - c. Mileage \$0.80/mile
 - d. Mileage – pickup \$0.585/mile
 - e. Herbicides and additives at cost
 - f. Commercial applicator at cost
- 5) CLIENT will pay within 30 days of receipt of bill.
- 6) CLIENT will notify Weed Control of any issues that may affect the application of control measures i.e. timing of public gatherings in or near application site, property lines, flower beds, vegetable gardens, soft or muddy ground etc.

Dated this 2 day of May, 2022.

CLIENT (Authorized signature and title) _____ Rick Steen, Cass County Commission Chair

CLIENT Point of Contact (please print name) Robert Wilson, Cass County Administrator

CLIENT Phone number(s) 701-241-5770

WEED CONTROL (signature and title) _____