

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 11, 2024:

- KLJ Engineering, Inc.—contract documents for right of way services in Tower Township;
- Vector control contracts for 2024—contracts with various local entities and aerial mosquito control applications;
- Flood lot lease renewal for 2024.



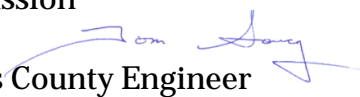
Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

MEMORANDUM

TO: Cass County Commission

FROM: Thomas Soucy, Cass County Engineer 

DATE: April 5, 2024

SUBJECT: Consent Agenda Item for April 15, 2024 Commission Meeting: CB2503 – C10 22/27 Tower Twp & CH2503 – C10 From Tower City to State Highway 38 – Right of Way Services

Attached are the contract documents for KLJ Engineering, LLC for the Right of Way Services for the Structure Replacement, Grading, & Incidentals for the projects listed above. The Right of Way Services include Project Management, Title Work, Appraisals & Documents, Pick up Survey/Corner Recordation/Plats (if needed), Landowner Meetings/Coordination, and Final Deliverables. These projects are included in our 5-year plan and will be constructed during the 2025 construction season. The estimated cost of this work is \$184,000.00

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH KLJ ENGINEERING, LLC FOR RIGHT OF WAY SERVICES SUBJECT TO STATE'S ATTORNEYS APPROVAL.

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CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

KLJ Engineering, LLC, 300 23rd Ave. East, Suite 100, West Fargo, ND 58078

DATE OF REQUEST: April 5, 2024

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: April 15, 2024

DEPARTMENT HEAD REQUESTING SIGNATURE: Thomas Soucy, 701-298-2374 

STATE'S ATTORNEY SIGNATURE: _____

STATE'S ATTORNEY COMMENTS: _____

PORTFOLIO COMMISSIONER SIGNATURE: _____

Attached are the contract documents for KLJ Engineering, LLC for the Right of Way Services for the Structure Replacement, Grading, & Incidentals for the projects listed above. The Right of Way Services include Project Management, Title Work, Appraisals & Documents, Pick up Survey/Corner Recordation/Plats (if needed), Landowner Meetings/Coordination, and Final Deliverables. These projects are included in our 5-year plan and will be constructed during the 2025 construction season. The estimated cost of this work is \$184,000.00

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH KLJ ENGINEERING, LLC FOR RIGHT OF WAY SERVICES SUBJECT TO STATE'S ATTORNEYS APPROVAL.

CASS COUNTY GOVERNMENT ENGINEERING SERVICES AGREEMENT

Project Numbers and Locations: CB2503 – C10 22/27 Tower Twp. & CH2503 – C10 From Tower City to State Highway 38

Type of Project: Bridge Replacement/Regrade

Type of Construction: Right of Way Services

THIS AGREEMENT is entered into by and between Cass County, herein after known as the County, and KLJ Engineering, LLC, of West Fargo, North Dakota hereinafter known as Engineer.

I.

The Engineer shall perform the needed detailed construction design services only per Request for Proposal.

II.

The County will pay the Engineer as follows:

A. Maximum Payment: The total contract cost not to exceed \$184,000.00 unless changed according to Section VI.

III.

The work under this agreement shall be performed as required to meet the project requirements and the contractor’s work schedule.

IV.

Duly authorized representatives of the County, North Dakota Department of Transportation, and Federal Highway Administration (FHWA) shall have right to inspect and copy the Engineer’s plans, files, and records relating to the work included in this agreement.

All books, documents, papers, accounting records, and other evidence pertaining to the cost incurred under the agreement shall be retained by the Engineer and available for inspection by the County, North Dakota Department of Transportation, or FHWA for a period of three years after the date of final payment.

The files and records shall be available in the Engineer’s office located at KLJ Engineering, LLC.

V.

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the County and North Dakota Department of Transportation shall have the right to annul this agreement without liability, or to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

VI.

No change in the type or extent of the work to be performed by the Engineer shall be made except by supplemental agreement in writing between the County and the Engineer. The supplemental agreement shall set forth the proposed changes of work, extension of time for preparation of the plans, and adjustment to the fee to be paid by the County to the Engineer, if any. On federal-aid participating projects any supplemental agreement must be approved by the North

Dakota Department of Transportation.

VII.

This agreement may be terminated by the County and North Dakota Department of Transportation at any time upon written notice to the Engineer. In the event that such termination should take place before the completion of the total work to be performed hereunder the County will pay the Engineer for the completed hourly work not to exceed the total work to be performed under this contract.

In the event that the termination of this agreement is not the fault of the Engineer the County shall compensate the Engineer for services performed prior to the termination, along with reimbursable expenses then due.

The original copies of all drawing, prints, plans, and field notes prepared by the Engineer prior to termination shall become the property of the County. Such termination shall not affect any legal right of the County against the Engineer for any breach of this agreement.

The design services done as a result of this agreement are intended for use only on the project that is the subject of this agreement. The design services are not intended to be used on other projects. In the event that the County uses the design services that are the subject of this agreement on another project the use of the design services will be at the County's own risk.

VIII.

The Engineer shall indemnify, save, and hold harmless the County and/or North Dakota Department of Transportation and employees thereof, from any and all claims, demands, actions arising out of the negligent acts, errors, or omissions of the Engineer, his employees, or agent, in the performance of the agreement, or matters incidental thereto.

Any and all persons employed directly or indirectly by the Engineer who are engaged in the performance of any work or services required of the Engineer under this agreement shall be considered employees of the Engineer only and not of the County or North Dakota Department of Transportation.

The Engineer shall comply with applicable federal state and local laws together with all applicable ordinances and regulations applicable to the work. He shall procure all licenses, permits, and other rights necessary for the fulfillment of his obligations under this agreement.

The appropriate professional engineer (P.E.) and/or land surveyor (L.S.) endorsement shall be placed on all documents, plans, or plats.

The Engineer shall comply with Title VI of the Civil Rights Act of 1964, Executive Order 112246 and Executive Order 11375. In accordance with the aforementioned act, no person in the United States shall, on the grounds of race, color, religion, sex, age, handicap, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this agreement.

IX.

The services of the Engineer to be performed hereunder are personal and shall not be assigned, sublet, or transferred, except specialized services or additional work items. If the specialized services or additional work exceeds \$10,000.00, the contract with the agency or firm doing the work shall contain all the provisions of this agreement. The Engineer shall not engage, on a full-or part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of the agreement in the employment of the FHWA, the North Dakota Department of Transportation, or the County, without the written consent of the public employer of such person.

X.

The Engineer shall obtain all risk record protection insurance to cover the loss of all survey notes or all other records or data obtained in connection with the work.

XI.

The Engineer is advised that his or her signature on this contract and/or agreement certifies that the company or any person associated with it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

ATTESTED:

COUNTY OF CASS

County Finance Director

Chairperson, Board of County Commissioners

Matt Lange, KLJ Engineering, LLC

Date

Date



Vector Control

Telephone: 701-298-2382
Fax: 701-298-2395
vector@casscountynd.gov

Wednesday, April 3, 2024

Board of County Commissioners
Cass County Government
211 9th Street South
Fargo, ND 58103

RE: Mosquito Control Agreements & Aerial Application Contract

Dear Commissioners:

The enclosed documents include 2024 mosquito control contracts with various local entities along with a contract for aerial mosquito control applications.

Sincerely,

A handwritten signature in cursive script that reads "Ben Prather".

Ben Prather
Vector Control Director

SUGGESTED MOTION:

Authorize Chair to sign contracts for mosquito control activities.



CONTRACT APPROVAL

REQUIRED BY DEPARTMENT:

DEPARTMENT: Vector Control DATE OF REQUEST: 04-11-2024

COMPANY REQUESTING CONTRACT: _____

Vector Control contracts with various local entities and areal

BRIEF PROJECT DESCRIPTION: application

 NEW CONTRACT OR x CONTRACT RENEWAL

REQUIRED BY STATE'S ATTORNEY OFFICE:

STATE'S ATTORNEY SIGNATURE: _____ DATE _____

STATE'S ATTORNEY COMMENTS:

2024 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 2024 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 2024 season, approximately \$1.02 million 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

2024 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 2024 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 2024 season, approximately 1.02 million dollars 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

2024 Mosquito Control Agreement City of Horace and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Horace whose office is at 215 Park Drive East Horace, ND 58047 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 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 2024 season, approximately \$1.02 million dollars in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Horace and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Horace for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Horace, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Horace officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$11604 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 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 all the activities described in paragraph 4. Anticipated total cost of services defined in paragraph 4 are not to exceed \$8,000 from June 1st to AUGUST 31st in Horace ET. Additional service can be provided upon request of CITY if desired. COUNTY will provide updates to CITY at any time requested to monitor expenditures.
- 6) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 7) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$125.00 per application if requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions.

8) 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 part 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.

9) 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 Horace:

Date:

2024 Mosquito Control Agreement

City of Briarwood and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Briarwood whose office is at 8 Briarwood Place Briarwood, ND 58104 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 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 2024 season, approximately 1.02 million dollars in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Briarwood and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Briarwood for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Briarwood, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Briarwood officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$228 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$35.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) 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 part 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.
- 7) 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 Briarwood:

Date:

2024 Mosquito Control Agreement

City of Frontier and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Frontier whose office is at 5202 32 St S Frontier, ND 58104 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 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 2024 season, approximately 1.02 million dollars in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Frontier and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Frontier for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Frontier, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Frontier officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$960 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$65.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) 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 part 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.
- 7) 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 Frontier:

Date:

2024 Mosquito Control Agreement
City of Harwood and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Harwood whose office is at PO Box 65 Harwood, ND 58042-0065 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 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 2024 season, approximately 1.02 million dollars in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Harwood and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Harwood for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Harwood, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Harwood officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$3300 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$95.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) 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 part 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.
- 7) 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 Harwood:

Date:

2024 Mosquito Control Agreement

City of North River and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of North River whose office is at 5401 River Drive North River, ND 58102 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 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 2024 season, approximately 1.02 million dollars in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of North River and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of North River for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of North River, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of North River officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$276 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$45.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) 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 part 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.
- 7) 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 North River:

Date:

2024 Mosquito Control Agreement

City of Prairie Rose and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Prairie Rose whose office is at 4009 33rd St S Prairie Rose, ND 58104 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 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 2024 season, approximately 1.02 million dollars in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Prairie Rose and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Prairie Rose for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Prairie Rose, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Prairie Rose officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$252 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$40.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) 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 part 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.
- 7) 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 Prairie Rose:

Date:

2024 Mosquito Control Agreement
City of Reilie's Acres and Cass County Government

This is an agreement to formalize the partnership for mosquito control between the City of Reilie's Acres whose office is at 4635 35th Avenue North Reile's Acres, ND 58102-5413 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 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 2024 season, approximately 1.02 million dollars in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Reilie's Acres and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Reilie's Acres for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Reilie's Acres, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Reilie's Acres officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$2256 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 5) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$70.00 per application when requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions. Adult mosquito control spraying will be billed monthly.
- 6) 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 part 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.
- 7) 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 Reilie's Acres:

Date:



Vector Disease Control International, LLC
2288 150th Street
Halstad, MN 56548

March 18, 2024

Cass County Vector Control
Ben Prather (Primary)
1201 Main Ave W
West Fargo, ND 58078-1301
US

RE: Mosquito Control for 2024

Dear Ben:

In preparation for the 2024 summer season, enclosed is the necessary paperwork to comply with the FAA and North Dakota Department of Environmental Quality for aerial mosquito control. In order for us to be ready when you need us, the following paperwork must be completed and returned by April 20, 2024. **We request that you send your completed documents to Robert.Aslesen@VDCI.net for processing.**

1. Authorization Application approved and **signed by an authorized representative of Cass County.**
2. Add / update changes to your proposed spray area and any vertical obstructions over 100 feet high.
3. North Dakota State Health Application for Aerial Application of Pesticide over a city.

As always, we appreciate your attentiveness to these documents and trust that you will review and return promptly. We look forward to our working together again this year.

Sincerely,

Rob Aslesen
Manager

Enclosures



AUTHORIZATION APPLICATION

I understand that Vector Disease Control International, LLC
is required to obtain the approval for aerial
spraying over Cass County, ND by an authorized representative.

By the powers granted to me, I hereby give my approval for the low flying aircraft
waivers required by the Federal Aviation Administration to Vector Disease Control International
(This application must be signed by an authorized representative of Cass County.)

Authorized Signature

Printed Name, Title or Position

Date

Please complete application as soon as possible and return to
Vector Disease Control International for processing and filing.

Expiration Date: *October 31, 2024*



APPLICATION FOR AERIAL APPLICATION FOR PESTICIDE OVER A CITY
 NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY
 DIVISION OF AIR QUALITY
 SFN 14493 (6-2023)

PERMISSION IS REQUESTED TO CONTRACT FOR AERIAL APPLICATION OF PESTICIDE:

Name of City Cass County	To Spray for Control of Mosquitoes, Cankerworms and/or Tent Caterpillar	Request Date	
Name of City Contact	Title	Telephone Number	
Mailing Address 1201 Main Ave West	City West Fargo	State ND	ZIP Code 58078-1301
E-Mail Address			

AERIAL APPLICATOR SERVICE INFORMATION:

Name of Applicator Service Vector Disease Control International, LLC	Name of Pilot Rob Aslesen and/or Jon Aslesen	Telephone Number (218) 456-2465	
Mailing Address 1320 Brookwood Dr., Ste H	City Little Rock	State AR	ZIP Code 72202

PESTICIDE INFORMATION:

Chemical Name Mosquitoes: Either or Trumpet EC #5481-481 ¹ / Dibrom #5481-480 ² / Perm-X 31-66 #89459-45 ³ / Fyfanon #279-3539 ⁴ Cankerworms/Tent Caterpillar: Foray 48B #73049-427 ⁵	Concentration Percentage 78 ¹ /87.4 ² /31 ³ /96.5 ⁴ /12.65 ⁵	Rate of Application 1 oz ¹ / .75 oz ² / .31 oz ³ / 3 oz ⁴ / 31 oz ⁵
Method [ULV, Sprayer, Other (Specify)] Aerial - ULV	Date of Application Between 5/1/24 & 10/31/24	
Method Public Notice (Check All That Apply) <input type="checkbox"/> Radio <input type="checkbox"/> Newspaper <input type="checkbox"/> Television <input type="checkbox"/> Website <input type="checkbox"/> Posted Notification <input type="checkbox"/> Telephone <input type="checkbox"/> Other (Specify)	Date of Public Notice > 6 hours prior to application	
Registered by the State of North Dakota Aeronautics Commission (701-328-9650)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
FAA Approval to Conduct a Spraying Operation Over a City Congested Area (701-492-5800)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
The Pilot is a Certified Applicator Through the ND Department of Agriculture	<input type="checkbox"/> Yes <input type="checkbox"/> No	

SIGNATURE OF CITY CONTACT

Submit Your Application To: North Dakota Department of Environmental Quality Division of Air Quality 4201 Normandy Street, 2 nd Floor Bismarck, ND 58503-1324 (701)328-5188 (701)328-5200 – Fax	TO BE COMPLETED BY THE NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL BY	
	Signature	
	Date	

Approval from the Department of Environmental Quality is required for aerial spraying of pesticides over a city [NDAC 33.1-15-10-01]. This application form must be completed before approval will be granted. Aircraft spraying and loading equipment must be dedicated for the use of only those chemical pesticides approved for residential ULV spraying and no other chemical pesticides will be used in the spraying or loading equipment. If a public health emergency exists, these requirements may be waived.

The aerial applicator must also be registered by the State of North Dakota Aeronautics Commission (701-328-9650) and must have Federal Aviation Administration (FAA) approval to conduct a spraying operation over a city congested area. To receive this approval the aerial application can contact the FAA Flight Standards District Office, 4620 Amber Valley Parkway, Fargo, ND, 58503, 701-492-5800.

The North Dakota Department of Environmental Quality will not be held liable for any accidents, misapplications, errors in mixing, etc. These are the sole responsibility of the pesticide applicator.

Vector Disease Control International 2024 Spray Season Cass County Vector Control, West Fargo, ND

Proposed Spray Area
Summer 2024

Please use a green highlighter to draw any modifications to the proposed spray area.

Mark any additional vertical obstructions with an asterisk (*) and highlight in orange. Enter the height of the obstruction next to the asterisk.

Mark any sensitive areas and/or bee hives with an asterisk (*) and highlight in red.

Color Key

Green - Spray Area

Orange - High Obstruction

Blue - Emergency Landing

Red - Sensitive Areas/Bee Hives

