

## 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 June 27, 2024:

- The Village Family Service Center—contract for 2024 Employee Assistance Program (EAP)
- City of Moorhead—contract for 2024 mosquito control.



## MEMO

### County Administrator

Robert W. Wilson  
701-241-5770  
wilsonro@casscountynd.gov

TO: County Commissioners  
FROM: Tracy Peters, HR Director  
DATE: June 19, 2024  
SUBJECT: The Village – EAP Renewal

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This is a request to renew our contract with The Village Business Institute to provide our Employee Assistance Program (EAP) in 2024. We received this contract just recently and The Village has continued to provide services to us throughout the first half of 2024 despite not having a signed contract. The contract is the same as 2023 except the cost decreased from \$14,490 in 2023 to \$14,280 in 2024. The cost of this service is the \$30 for every FTE.

The Village indicated Cass County's usage of this service is strong compared to the national and local averages.

**SUGGESTED MOTION:**  
**Authorize the Chair to review and sign the EAP Service Contract with The Village for 2024.**

PO Box 2806  
211 Ninth Street South  
Fargo, North Dakota 58108

[www.casscountynd.gov](http://www.casscountynd.gov)



**CONTRACT APPROVAL**

**REQUIRED BY DEPARTMENT:**

DEPARTMENT: Human Resources      DATE OF REQUEST: 06-27-2024

COMPANY REQUESTING CONTRACT: The Village Family Service Center

BRIEF PROJECT DESCRIPTION: Employee Assistance Program services contract

     NEW CONTRACT    OR      x   CONTRACT RENEWAL

**REQUIRED BY STATE'S ATTORNEY OFFICE:**

STATE'S ATTORNEY SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

STATE'S ATTORNEY COMMENTS:

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## Employee Assistance Program Full-Service Contract for EAP Services

The following is a contract between CASS COUNTY and THE VILLAGE FAMILY SERVICE CENTER [Village EAP].

WHEREAS The Village EAP is engaged in offering personal assistance to employees of business, industry and agencies and their household members, and WHEREAS, CASS COUNTY desires to participate in this program:

THEREFORE, the Village EAP and CASS COUNTY agree to the following:

1. The Village EAP agrees to provide the following:
  - a. A Household Aggregate Model Employee Assistance Program (EAP). The Village EAP shall make available to each covered current full or part time employee, a quantity of sessions equal to the number of household members times (x) 4. (Example: 5 household members times (x) 4 sessions per household member equals 20 available sessions for the household.) No household will have less than 8 available sessions. A household member may be a spouse, child, parent, partner, stepchild, child outside the home going to school, or an individual not related but living in the home. Coverage may be provided in some unique cases where an individual is outside of the home, but still maintains the same permanent address as the individual primarily covered by the Village EAP. These sessions include access to a full range of short-term counseling and services available at the Village EAP. If referred outside of the Village EAP for medical or other reasons, it is the responsibility of the household member to arrange payment for the service. (Service may be covered by personal health insurance or other sources.) Sessions may be applied towards face-to-face mental health counseling, financial counseling, legal counseling, wellness/education, 24/7 access to counselors for in-the-moment telephonic support, and Chemical Dependency Assessments/education.
  - b. Formal referral process is available for:
    - 1) Job performance issues
    - 2) Violation of Companies' Drug Free Workplace policy
    - 3) For employees falling under DOT (Department of Transportation) regulations, The Village EAP will locate and provide referrals to SAP (Substance Abuse Professional) that meets the requirements of federal regulations.
  - c. 8 hours of tailored web-based or on-site employee or management training and /or crisis management services to meet the needs of CASS COUNTY. Additional hours may be purchased at the current reduced EAP rate.

- d. Training hours available in the CASS COUNTY contract may also be used to have an EAP professional assist your organization(s) in integrating EAP services with work-life, wellness, human capital, and healthcare programs to provide a linked, comprehensive delivery of services. The Village EAP professionals, upon request, will attend via teleconference or web-based, department or committee meetings and provide input and coordination of EAP services. Training programs are the work product of the Village EAP and are not for the use of the CASS COUNTY in any way outside the scope of this Agreement, nor shall this Agreement be construed as a license for CASS COUNTY to use or reproduce EAP materials.
  - e. The Village EAP's consulting services are at the current reduced EAP rate to CASS COUNTY.
  - f. Orientation sessions for management/supervisory staff in dealing with troubled employees and using the Village EAP.
  - g. Orientation sessions for employees to explain the Village EAP program, how it is used, and the services offered. Sessions are scheduled to encourage 100% participation.
  - h. Travel expenses for covered orientations within ND, SD, and MN are the sole responsibility of The Village EAP. Travel expenses for covered training and/or crisis management services shall be shared by the parties as follows: lodging and food will be the responsibility of The Village EAP; transportation costs shall be paid by CASS COUNTY. Travel expenses for non-covered training and/or crisis management services are the sole responsibility of CASS COUNTY.
  - i. Toll-free Supervisor Helpline providing phone consultation to supervisors/managers in dealing with troubled employees. Supervisor Helpline services will be provided by Village EAP professionals.
  - j. Monthly employee newsletters focused on work-related issues, personal wellness, and family dynamics.
  - k. Quarterly supervisor newsletters focused on leadership guidance.
  - l. Semi-annual statistical reports on program utilization.
  - m. Services to an employee for ninety (90) days following termination/disability from CASS COUNTY.
  - n. Promotional materials or other appropriate information to encourage use of the program.
2. CASS COUNTY agrees to provide the following:
- a. Endorse the Village EAP program and incorporate it into existing personnel policies and procedures.
  - b. Provide space in the workplace and consistently promote EAP services to encourage program use.

- c. Ensure employees receive informational materials, monthly newsletters, quarterly supervisor newsletters and EAP program updates.
  - d. Designate one or more employee contacts to serve as liaison with the Village EAP and to keep direct open communication between the two groups. Assist in implementing the program, promote usage and additional duties such as submitting FTE counts and contract management.
  - e. Provide an opportunity for all management, supervisory personnel, and employees to participate in orientations and training.
3. The terms of the contract shall be from January 1, 2024, to December 31, 2024, at a cost of \$30.00 per year per Full-Time Equivalent employee (FTE) for 476 FTE employees. Total first year contract cost is \$14,280.00 and will be paid annually at the beginning of the contract year or as determined. FTE's will be confirmed annually.
4. This contract automatically renews annually after the dates listed in #3 or until a new contract is executed, except that either party may terminate this agreement upon sixty (60) days written notice to the other party and confirmation by said party. FTE count will be updated yearly, and CASS COUNTY will be required to provide current FTE count to their Village EAP Account Executive or Village Business Office at [ContractRenewal@TheVillageFamily.org](mailto:ContractRenewal@TheVillageFamily.org) within 10 business days of the renewal date or contract will automatically continue/renew with a 10% increased FTE count for the upcoming year.
5. Both the Village EAP and CASS COUNTY shall maintain confidentiality of privileged information in accordance with applicable state and federal law. Identifying information about CASS COUNTY employees or household members using the program shall not be given out by the Village EAP under any circumstances unless the client signs an agreement authorizing the Village EAP permission to disclose such information, except in instances of risk/safety concerns or as required under state or federal law. The Village EAP will maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard protected client information.

Both the Village EAP and CASS COUNTY shall maintain the highest ethical and legal standards in all phases of the program.

6. CASS COUNTY understands that the Village EAP does not provide counseling services through its own employees or employees of The Village outside North Dakota and Minnesota. The Village EAP contracts with licensed and insured affiliate providers "Affiliates" located throughout the United States. CASS COUNTY hereby consents to Affiliates providing counseling services to its employees and agrees to indemnify and hold harmless for any services, losses, expenses, damages, or injuries resulting from or arising out of services provided to CASS COUNTY or its employees by an Affiliate.

7. CASS COUNTY represents that it has been apprised of all states in which EAP counseling services are presently provided outside of its regional offices of North Dakota and Minnesota. While the Village EAP strives to provide services where CASS COUNTY employees are located, the Village EAP does not represent, warrant, or guarantee that it will provide services in all states when CASS COUNTY employees are located outside of its regional offices of North Dakota and Minnesota. These service areas are subject to change without notice to CASS COUNTY, and Village EAP is under no obligation to expand to states outside its current service areas.
  
8. CASS COUNTY agrees to indemnify and hold harmless the Village for actions, causes of action, suits, claims, judgments, settlements, liabilities, damages, penalties, losses, expenses, including without limitation, extra-contractual damages, court costs, attorney's fees, punitive and exemplary damages resulting from or arising out of any function under this Agreement, including but not limited to any services provided by an Affiliate, if the liability was the direct consequence of the action of the CASS COUNTY or Affiliate.

**THE VILLAGE FAMILY SERVICE CENTER**

**CASS COUNTY**

2701 12<sup>th</sup> Ave S.  
Fargo, ND 58103

PO Box 2806  
Fargo, ND 58106

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title:

Title:

Date:

Date:



## Vector Control

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

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Tuesday, June 25, 2024

Board of County Commissioners  
Cass County Government  
211 9<sup>th</sup> Street South  
Fargo, ND 58103

RE: Mosquito Control Agreement

Dear Commissioners:

Enclosed is the 2024 mosquito control contract with the City of Moorhead.

Sincerely,

Ben Prather  
Vector Control Director

**SUGGESTED MOTION:**

**Authorize Chair to sign contract for mosquito control services in the City of Moorhead.**





**CONTRACT APPROVAL**

**REQUIRED BY DEPARTMENT:**

DEPARTMENT: Vector Control DATE OF REQUEST: 06-26-2024

COMPANY REQUESTING CONTRACT: City of Moorhead

BRIEF PROJECT DESCRIPTION: Vector contract for 2024

     NEW CONTRACT OR   x   CONTRACT RENEWAL

**REQUIRED BY STATE'S ATTORNEY OFFICE:**

STATE'S ATTORNEY SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

STATE'S ATTORNEY COMMENTS:

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# City of Moorhead

## 2024 LARVAL MOSQUITO CONTROL AGREEMENT BETWEEN THE CITY OF MOORHEAD AND CASS COUNTY GOVERNMENT

This agreement for larval mosquito control services is made between the City of Moorhead whose office is at PO Box 779, 500 Center Ave Moorhead, MN 56561 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 CASS COUNTY (CITY and CASS COUNTY collectively and/or referred to as “Party” and/or “Parties”)

WHEREAS, pursuant to Chapter 54-40.3, N.D.C.C. and Minnesota Statutes Section 471.59, the above-named governmental units have the legal authority to enter into an agreement, through action of their respective governing bodies, to jointly or cooperatively exercise any power common to the contracting powers or any similar powers, including those which are the same except for territorial limits within which they may be exercised.

### THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

- 1) The purpose of this agreement is to collaborate under a single unit for the control of larval mosquitoes and related pests in the joint jurisdictions for 2024. CASS COUNTY agrees to provide larval mosquito control activities throughout the CITY commensurate with available funding and resources.
- 2) All activities herein are to be funded by the CITY. These activities include but are not limited to: collection of adult mosquito traps, specimen identification, data reporting, pesticide applications on public and private lands, inspection of public and private property.
- 3) CITY agrees to provide full funding for all labor, supplies, and additional cost of any and all activities within and adjacent to CITY as designated by CITY.
- 4) Estimated annual cost for items in paragraph 2 is:
  - a) \$95,000 for the 2024 mosquito control season
  - b) Estimated start and end dates for the above activities are May 1st to Sept. 30th.
- 5) CASS COUNTY will provide 4 statements each year for time and materials referred to in paragraphs 2 and 3 covering the following date ranges: April through May 31, June 1 to June 30, July 1 to July 30, Aug 1 to Season End.
- 6) The Cass County Director of Vector Control and other full time CASS COUNTY staff will provide technical direction, coordination of activities, and other miscellaneous activities not listed in subsections below. The Vector Director will also work in cooperation with CITY Mayor, CITY Administrator, or CITY Public Works Director to provide other technical and administrative assistance as necessary
  - a) CITY will handle all Moorhead resident calls. CITY and COUNTY will work cooperatively

to develop a process for the CITY to report resident comments and concern to the COUNTY.  
b) CITY will handle all calls and requests from local, regional, or national news. CITY may request assistance from the COUNTY regarding accurate, technically correct responses to the media.

- 7) CASS COUNTY will provide the following goods and services through the duration of the agreement: Administration, mapping, training, operational supplies (such as PPE), field supervision, data management, and product procurement. The CITY agrees to provide funding to support the activities referred to in this paragraph. The estimated total cost for these activities is \$38,000 annually. This will appear as a \$9,500 "Administration Charge" on each statement.
- 8) Pursuant to Minnesota Statue 181.9446 CASS COUNTY employees will accrue specified leave for the provided purposes of the statue. CITY agrees to fund employee utilized leave as documented and reported by CASS COUNTY. This includes employee hours accumulated in CASS COUNTY as well as in the CITY's territorial boundaries. CASS COUNTY will provide statements of accumulated and utilized leave to CITY concurrently with the statements as stipulated in paragraph 5.
- 9) If at any time total charges to CITY exceeds:  
\$165,000 for the 2024 season

the CITY can request a stoppage in service. To request a stoppage in service, CITY must provide CASS COUNTY written notice 14 days in advance of requested termination to Cass County Vector Control at the following address:

CASS COUNTY VECTOR CONTROL  
1201 Main Ave West  
West Fargo, ND 58078

- 10) CITY acknowledges and maintains "Decision Maker" and "Operator" rolls as specified by all applicable Local, State and Federal laws regarding pesticide applications.
- 11) CITY agrees to provide authority under Moorhead Council Policy in acceptance of this contract for CASS COUNTY employees, appointees, or other designated party to enter upon any land, public or private, within the CITY and extraterritorial space at any reasonable time to inspect for or to control public health vectors and their breeding places.
- 12) CITY agrees to fund any additional costs for aerial spraying when CITY requests the contracted services of an aerial applicator.
  - a) CITY retains the right to provide adult spraying applications.
- 12) CITY agrees to provide assistance in matters of permitting, licensing, and any other state of Minnesota statutory legal obligations as a result of this agreement. CITY agrees to provide legal counsel for all applicable laws and regulations in the State of Minnesota.
- 13) CASS 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 CASS 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 CASS COUNTY, its employees or contractors and any party from which CASS 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 CASS COUNTY in furtherance of this agreement.


- 14) CITY agrees to assume all liability and agrees to indemnify and defend the CASS 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 party 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. Nothing herein shall be deemed a waiver by CITY of the limitations on liability set forth in Minnesota Statutes Section 466.04, as amended from time to time, and the CITY's obligation to indemnify, hold harmless and defend CASS COUNTY shall be limited by the limitations on liability set forth in Minnesota statutes Section 466.04.
- 15) The statutory limits of liability for the Parties may not be added together to determine the maximum amount of liability for each Party.
- 16) Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services pursuant to this Agreement. Each Party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.
- 17) Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.
- 18) Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.
- 19) No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
- 20) Pursuant to Minn. Stat. § 6.551 and 16C.05, subd. 5. CASS COUNTY agrees that CITY, the State Auditor, or any of their duly authorized representatives, may examine any books, records, documents and the accounting practices and procedures of CASS COUNTY related to this Agreement. If either CITY or CASS COUNTY requests that the State Auditor conduct such an examination, then the requesting party is liable for the costs of the examination.

- 21) This Agreement may be executed in counterparts with both CITY and CASS COUNTY having a fully-executed counterpart.
- 22) Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.
- 23) This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
- 24) Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 25) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors and assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Chairman, Cass County Board of Commissioners



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Authorized Official, City of Moorhead

Point of Contact for Mosquito Control (please print name) Paul Fiechtner, Public Works Director

Phone number(s) 218-299-5421, 701-212-5177, 218-299-5422