

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 2, 2025:

- Braun Intertec Corporation—construction materials testing services on Cass Highway 16 and Cass Highway 26;
- Central Specialties, Inc.—asphalt patching on various County Highways;
- Vector Control contracts for 2025—contracts with various local entities and aerial mosquito control applications.



Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

SMB-HWY@casscountynd.gov

MEMORANDUM

TO: Cass County Commission

FROM: Kyle Litchy, County Engineer

DATE: March 18, 2025

SUBJECT: Consent Agenda Item for April 7th, 2025 Commission Meeting: SC-0950(061) & SC-0910(063) – Mill, HMA, Seeding, & Incidentals.

Attached is a Construction Materials Testing Services Proposal for Braun Intertec Corporation for the following project listed above. The project is located on Cass County Highway 16; from State Highway 18 to Davenport, and Cass County Highway 26; from Cass County Highway 5 North to State Highway 18.

This proposal is needed to complete the necessary material testing for the above-mentioned project. Due to the inexperience of our recent hire for the Engineer Technician position, we are forced to contract this work out to fill the void of being short staffed. The estimated cost of this work is \$49,815.00.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN THE PROPOSAL AGREEMENT WITH BRAUN INTERTEC CORPORATION TO COMPLETE CONSTRUCTION MATERIALS TESTING SERVICES WORK NEEDED ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corrsp\2025 Commission Correspondence\SC-0950(061) C16 & SC-0910(063) C26 Paving\Consent Agenda Memo Braun SC-0950(061) & SC-0910(063).docx

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Braun Intertec Corporation, 526 10th Street NE, Suite 300, P.O. Box 485, West Fargo, ND 58078

DATE OF REQUEST: March 18, 2025

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: April 7, 2025

DEPARTMENT HEAD REQUESTING SIGNATURE: **Kyle Litchy, 701-298-2380**



STATE'S ATTORNEY SIGNATURE: *Mark A. Nauman*

STATE'S ATTORNEY COMMENTS: Approved as to form.

PORTFOLIO COMMISSIONER SIGNATURE: _____

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March 14, 2025

Proposal QTB212072

Kyle Litchy, PE
Cass County Highway Department
1201 Main Avenue West
West Fargo, ND 58078

Re: Proposal for Construction Materials Testing Services
Cass County Highway 16 & Cass County Highway 26
SC-0950(061) PCN 24302 & SC-0910(063) PCN 24301
Cass County, North Dakota

Dear Mr. Litchy:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Cass County Highway 16 & Cass County Highway 26 project located in Cass County, North Dakota.

Our Understanding of Project

We understand this project will include reshaping and bituminous surfacing to Cass County Highway 16 from State Highway 18 to the Red River Valley Western Railroad crossing near the City of Davenport, and a mill and overlay to Cass County Highway 26 from Cass County Highway 5 to State Highway 18.

This is a Cass County project with federal funding. Projects that are constructed with federal funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the North Dakota Department of Transportation's (NDDOT's) 2024 Standard Specifications for Road and Bridge Construction and NDDOT's Field Sampling and Testing Manual. This project is using the NDDOT's 2024 Field Sampling and Testing Manual. Personnel with NDDOT certifications must complete the testing. Braun Intertec will perform the QA bituminous field testing on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing the required QC testing and submitting the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Cass County Highway Department, dated October 31, 2024.

Braun Intertec Project Personnel

For this project, we will provide technicians that are NDDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Field Lab
- Asphalt Mix Tester

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Bituminous Related Services

- Sample and test the bituminous mixture for maximum specific gravity and bulk specific gravity.
- Sample and test the bituminous aggregate for sieve analysis, fine aggregate angularity, coarse aggregate angularity, flat or elongated pieces in coarse aggregate, sand equivalent of fine aggregate, and lightweight pieces in aggregate.
- Collect cores cut by the contractor and test for thickness and density of pavement cores.
- Collect samples of asphalt cement and submit the samples to the NDDOT.
- Complete NDDOT QA testing forms, diaries, and workbooks.

Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicating with you and the parties you may designate, such as the project contractor(s), and other project team members, as needed.
- Transmit results to the project team.

Assumptions

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume the bituminous paving will be completed in 25 days for this project assuming the contractor paves an average of 3,400 tons each day.

- We assume Cass County inspectors will generate random numbers for the core locations, mark the core locations, and observe the contractor coring.
- We assume a bituminous testing laboratory located at the site of the bituminous paving plant will be provided to us, and the laboratory will be furnished with all necessary bituminous testing equipment. We can perform the testing at our laboratory in West Fargo if necessary or deemed advantageous to you.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- No special site specific training or gear is required to complete our scope of services.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$49,815.00. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be reduced or higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal including the attached General Conditions.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mike Marquart at 701-353-9915 (mmarquart@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Michael Marquart
Project Manager

 for

Ezra Ballinger, PE
Director, Principal Engineer

Attachments:

Cost Estimate Table

General Conditions – (11/4/24)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Project Proposal

QTB212072

SC-0950(061) PCN 24302 & SC-0910(063) PCN 24301

Client:

Cass County Highway Department
Kyle Litchy
1201 Main Ave
West Fargo, ND 58078
(701) 298-2370

Work Site Address:

Co. HWY 16 & Co. HWY 26
Cass County, ND

Service Description:

Construction Materials Testing

| | Description | Quantity | Units | Unit Price | Extension |
|------------------------|---------------------------------------|----------|-------|------------|--------------------|
| Phase 1 | HWY 16, SC-0950(061) PCN 24302 | | | | |
| Activity 1.1 | Bituminous Testing | | | | \$31,333.00 |
| 106 | NDDOT Bituminous Testing Technician | 240.00 | Hour | 112.00 | \$26,880.00 |
| 1854 | Vehicle, per day | 17.00 | Each | 125.00 | \$2,125.00 |
| 226 | Project Manager | 12.00 | Hour | 194.00 | \$2,328.00 |
| Phase 1 Total: | | | | | \$31,333.00 |
| Phase 2 | HWY 26, SC-0910(063) PCN 24301 | | | | |
| Activity 2.1 | Bituminous Testing | | | | \$18,482.00 |
| 106 | NDDOT Bituminous Testing Technician | 140.00 | Hour | 112.00 | \$15,680.00 |
| 1854 | Vehicle, per day | 10.00 | Each | 125.00 | \$1,250.00 |
| 226 | Project Manager | 8.00 | Hour | 194.00 | \$1,552.00 |
| Phase 2 Total: | | | | | \$18,482.00 |
| Proposal Total: | | | | | \$49,815.00 |

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.




Highway Department

Telephone: 701-298-2370

Fax: 701-298-2395

MEMORANDUM

TO: Cass County Commission

FROM: Kyle Litchy, County Engineer 

DATE: March 28, 2025

SUBJECT: Consent Agenda Item for April 7th, 2025 Commission Meeting: CH2508 – Contract Asphalt Patching

Attached are the contract documents with Central Specialties, Inc. for Contract Asphalt Patching on various Cass County Highways.

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH CENTRAL SPECIALTIES, INC. FOR THE CONTRACT ASPHALT PATCHING ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

J:\Admin-Eng\Commission Corresp\2025 Commission Correspondence\CH2508 CONTRACT PATCHING\Consent Agenda Memo Central Specialties CH2508.doc.docx

CONTRACT APPROVAL REQUEST

COMPANY REQUESTING CONTRACT:

Central Specialties, Inc., 6325 County Road 87 SW, Alexandria, MN 56308

DATE OF REQUEST: March 28, 2025

DATE OF EXPECTED RETURN TO THE COMMISSION OFFICE: April 7th, 2025

DEPARTMENT HEAD REQUESTING SIGNATURE: **Kyle Litchy, 701-298-2380**



STATE'S ATTORNEY SIGNATURE: Martin Naumann

STATE'S ATTORNEY COMMENTS: _____

Approved as to form.

PORTFOLIO COMMISSIONER SIGNATURE: _____

Request for bids for Contract Asphalt Patching located on various Cass County Highways was received.

| <u>Engineer's Estimate</u> | <u>CH2508</u> | <u>Total</u> |
|----------------------------|---------------|--------------|
| | \$154,990.00 | \$154,990.00 |

The bids were received as follows:

| <u>Contractor</u> | <u>CH2508</u> | <u>Total</u> |
|-----------------------------------|---------------|--------------|
| Central Specialties, Inc. | \$171,028.81 | \$171,028.81 |
| Northern Improvement Company | \$210,293.00 | \$210,293.00 |
| Advanced Striping and Sealcoating | \$254,321.00 | \$254,321.00 |
| Border States Paving | \$262,357.00 | \$262,357.00 |

SUGGESTED MOTION: AUTHORIZE CHAIRPERSON TO SIGN CONTRACT DOCUMENTS WITH CENTRAL SPECIALTIES, INC. FOR THE CONTRACT ASPHALT PATCHING ON THE CASS COUNTY HIGHWAYS STATED ABOVE SUBJECT TO STATE'S ATTORNEYS APPROVAL.

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT BOND**

Project No. CH2508

KNOW ALL PERSONS BY THESE PRESENTS, that we Central Specialties, Inc., 6325 County Road 87 SW,

Alexandria, MN 56308 as principal, and _____

NAME AND ADDRESS OF SURETY

as surety, are held and firmly bound unto Cass County, North Dakota, as owner in the penal sum of **One Hundred Seventy One Thousand, Twenty Eight Dollars and Eighty One Cents (\$171,028.81)** for the use of the owner and also for the use of any person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which well and truly to be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

WHEREAS, said principal has entered into a written contract with the owner for: _____

_____;

Type of Work: **Contract Asphalt Patching**

CH2508, in Cass County, North Dakota, which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS THAT if the principal shall: (1) perform all the terms, covenants and conditions of said contract; (2) protect the owner against any loss or damage from any cause arising out of said contract; (3) pay or cause to be paid all bills and claims against the principal or any subcontractor on account of labor or services performed and all materials, equipment or supplies furnished, whether directly or indirectly arising out of the performance of said contract; (4) pay all insurance premiums and all items for which payment under the terms of the contract is to be made or guaranteed by the principal; (5) have made or will make, prior to the commencement of any work by the principal or any subcontractor under such contract, full and true report to the Worker's Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid, or will pay, the premium thereon prior to the commencement of such work; (6) pay or cause to be paid all contributions due to the Unemployment Compensation Division; and (7) pay or cause to be paid any and all taxes that may be assessed or levied or to be a charge against such contractor or any subcontractor under such contract by the state or any of its subdivisions; then this obligation shall be null and void; otherwise it will remain in full force and effect.

And the said surety hereby stipulates and agrees that any change, extension, alteration, deduction or addition, with or without notice to the surety, in or to the terms of said contract or the plans or the specifications accompanying the same as provided for therein, shall not in anywise affect the obligation and liability of said surety on this bond.

SIGNED and SEALED this _____ day of _____ 2025.

(SEAL OF PRINCIPAL)

PRINCIPAL

By: _____

Title: _____

SURETY

COMPLETE MAILING ADDRESS

(SEAL OF SURETY)

By: _____

Title: _____

COMPLETE MAILING ADDRESS

IMPORTANT NOTICE

An individual doing business under a firm name must give both names, and the individual shall designate himself as sole owner.

If a partnership, so state, and at least one member of such partnership must sign.

If a corporation, the full corporate name must be used and the execution must be by an officer of the corporation.

Any other person executing for the principal or surety must attach a power of attorney.

NOTICE TO SURETY

Section 26.1-03-01, N.D.C.C. Provides:

"Limitation on risks acceptable by company. An insurance company transacting an insurance business in this state may not expose itself to loss on any one risk or hazard to an amount exceeding ten percent of its paid-up capital and surplus if a stock company, or ten percent of its surplus if a mutual company, unless the excess is reinsured."

If excess reinsurance agreements are required on this bond, an affidavit executed by an officer of the surety shall be attached, stating that such reinsurance agreements have been entered into and are in effect at the time the bond is executed, giving the name an address of all companies with whom such agreements have been entered, and that copies of such reinsurance agreements will be furnished to the North Dakota commissioner of insurance.

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

ss.

County of _____

On this _____ day of _____ 2025, before me a notary public in and for the state of _____, personally appeared _____, known to me to be (title) of the principal described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said principal.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My Commission expires _____

ACKNOWLEDGMENT OF SURETY

State of _____

ss.

County of _____

On this _____ day of _____ 2025, before me a notary public in and for the state of _____, personally appeared _____, known to me to be (title) of the surety described in the within instrument and who executed the same and acknowledged to me that the same was executed for and on behalf of said surety.

Notary Public, State of _____

(Notary Public must print or type name here.)

(NOTARY SEAL)

My commission expires _____

Approved as to form this 4th day of April 2025.

For: Martin Nauman #06878
Cass County States Attorney

Approved by owner this _____ day of _____ 2025.

By _____
Chairperson, Cass County Board of Commissioners

**CASS COUNTY HIGHWAY DEPARTMENT
CONTRACT**

This agreement made and entered into by Cass County, North Dakota, party of the first part, and **Central Specialties, Inc., 6325 County Road 87 SW, Alexandria, MN 56308** party of the second part (hereinafter called Contractor), WITNESSETH:

1. That for and in consideration of the payments to be made by the party of the first part, the contractor promises and agrees to furnish and deliver all labor, equipment, and materials, and to pay or cause to be paid as they become due, all claims for any work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in and about the improvement and construction of **Projects CH2508**. In accordance and in conformity with the provisions of this contract, the project proposal, the standard specification, supplemental specifications, special provisions, and all of which are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth in the body of this agreement. References in the Standard Specifications for Road and Bridge Construction, 2024 edition, to the North Dakota Department of Transportation or Department must be construed as referring to the owner. Likewise, a reference by the same works to engineer or director must be construed as referring to the owner of the project.

2. The party of the first part agrees and promises to pay to the Contractor for said work, when completed and accepted in accordance with the provisions of this contract, the price set forth in the said proposal, amounting approximately to **One Hundred Seventy One Thousand, Twenty Eight Dollars and Eighty One Cents (\$171,028.81)** payments to be made as provided in said specifications upon presentation of the proper certificates of the County Engineer, or his representatives, and under the terms of this contract.

3. The said work shall be done in accordance with the terms of this contract, and the laws of the State of North Dakota, under direct supervision and to the entire satisfaction of the County Highway Department, subject at all times to the inspection and approval of the engineer.

4. The decision of the engineer upon questions connected with the execution of this agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. In the employment of labor, other things being equal, preference shall be given to honorably discharged Veterans of the Armed Forces, and bona fide North Dakota residents, as determined by NDCC Section 43-07-20.

6. The Contractor shall begin construction work when so ordered by the Cass County Highway Department and shall maintain at all times thereon a maximum and efficient working force necessary to complete the work within the time established by this contract.

IN WITNESS THEREOF, the parties to this contract have set their hands and seal this ____ day of _____ 2025.

CASS COUNTY NORTH DAKOTA

Chairperson, Cass County Board of Commissioners

Contractor

WITNESS TO CONTRACTOR'S SIGNATURE

By _____

Title _____



Vector Control

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

Tuesday, April 1, 2025

TO: Cass County Commission
211 9th Street S.
Fargo, ND 58103

FROM: Ben Prather, Vector Control Director
Kyle Litchy, County Engineer

DATE: Tuesday, April 1, 2025

SUBJECT: April 7th 2025 Commission Consent Agenda Item : Mosquito Control Agreements
& Aerial Application Documents

Dear Commissioners:

The enclosed documents include 2025 mosquito control contracts with various local entities. These contracts are in the budget revenue stream for 2025 and are the foundation of the partnerships Vector Control utilizes to effectively provide services to residents. These agreements have been modified over the years but originate back in 2003.

In addition, documents pertaining to aerial mosquito control applications are included in the packet. In order to be permitted to spray over the county, the Federal Aviation Administration (FAA) and North Dakota Department of Environmental Quality (NDDEQ) require waivers to be signed and filed.

Sincerely,

Ben Prather
Vector Control Director

SUGGESTED MOTION:

Authorize Chair to sign contracts for mosquito control activities.

2025 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 2025 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 2025 season, approximately 1.13 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

City of Moorhead

2025 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 2025. 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) \$140,000 for the 2025 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 2025 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 _____, 2025.

Chairman, Cass County Board of Commissioners

Authorized Official, City of Moorhead

Point of Contact for Mosquito Control (please print name) _____

Phone number(s) _____

2025 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 2025 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 2025 season, approximately \$1.13 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

2025 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 2025 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 up to \$21,768 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:

2025 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 2025 season, approximately \$1,139,000.00 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 \$3288 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
- 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:

2025 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 2025 season, approximately \$1,139,000.00 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 \$3420 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:

2025 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 2025 season, approximately \$1,139,000.00 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:

2025 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 2025 season, approximately \$1,139,000.00 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:

2025 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 2025 season, approximately \$1,139,000.00 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:

2025 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 2025 season, approximately \$1,139,000.00 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:



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 this city.)

Authorized Signature

Printed Name

Date

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

Expiration Date: *October 31, 2025*