



Teton County Mosquito Abatement
District
Board of Trustees
Minutes of Meeting of
May 7, 2015



The meeting was convened at 19:00 hours May 7, 2015 at the Teton County Law Enforcement Center, Driggs, Teton, Idaho.

Those present were Trustees Dan Burr, Sean Moulton, and Jack Liebenthal, Ken Anderson and Director Greg Adams.

Dan reported that Glen Moradian will be able to serve with no problem although absent in the future.

- Approve previous minutes: The minutes were approved.
- Claims review: No claims were presented.
- Financial status: Greg reviewed the financial information attached to the agenda
- 2016 Budget: The 2016 budget was reviewed and set at 2015 levels.
- AMCA meeting: Greg and Sean reported on the meeting and judged that the value to the District and County was worth the taxpayers' expense to send them.
- Other business: There was no other business.



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Attachment: Draft Contract

MOSQUITO CONTROL PROFESSIONAL SERVICES AGREEMENT

2015-2016 Contract

THIS AGREEMENT for Mosquito Control Professional Services is entered into between the Teton County Mosquito Abatement District (TCMAD) and Vector Disease Control International (V.D.C.I.).

For the protection of its residents, the TCMAD desires to provide a professionally designed, documented, and integrated program for the control of the mosquito population in the treatment area. V.D.C.I. has agreed to provide these services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the TCMAD and V.D.C.I. agree as follows:

1. **Term of the Agreement.** The primary term of this Agreement shall be for a period beginning January 1, 2015 and ending December 31, 2016. Provided, however, that unless sooner terminated as provided herein, this Agreement by mutual consent may be renewed for two (2) subsequent renewal terms of two years each beginning on January 1, 2017 on the same terms and conditions as contained in this Agreement.. In accordance with IC 39-2804(8) the contract is voidable until plans and budget for each fiscal year are approved by the Board of County Commissioners.
2. **Services to be Provided.** During the term of this Agreement V.D.C.I. shall provide the following services and those included in the TCMAD RFP:
 - a) **Surveillance.** Larvae breeding sites such as ditches, tire piles, artificial containers, septic ponds, rainwater pools, etc. will be inspected at least weekly. In addition, adult mosquito



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populations will be monitored using light traps, landing rates, and resting stations. All collections will be identified as to species and population distribution and presence of disease. Density will be plotted to detect any changes in problem areas.

- b) **Larviciding.** V.D.C.I. will apply only EPA-registered chemical and biological larvicides throughout the treatment area. These will be applied at least weekly to persistent mosquito production areas and as indicated in other production areas. Chemicals, application rates and methods, including aerial application if needed, will be tailored to habitat and mosquito species in order to provide greater control.
 - c) **Adulticiding.** V.D.C.I. will apply only EPA-registered mosquito adulticides that will be dispensed by aerial application, from truck-mounted, or hand-held ultra-low volume (ULV) equipment throughout the treatment area in order to provide uniform control and protect against re-infestation. All ULV applications will be timed to coincide with peak mosquito activity in order to provide the most effective control possible.
 - d) **Record Keeping.** V.D.C.I. will keep complete records of all operations including records of inspections and larvicide and adulticide applications, all of which will be tabulated and presented in written monthly reports to the TCMAD. All forms and reports of pesticide usage required by all regulatory agencies will be filed to comply with applicable laws and copies will be submitted to the TCMAD for its files.
3. **Payment.** For services to be provided by V.D.C.I. during the terms hereof, subject to cancellation without recourse and without cost or obligation on the part of the TCMAD, the TCMAD shall pay to V.D.C.I. the following:
- a) For each of the calendar years of 2013 and 2014 the annual sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) in twenty three equal monthly installments of \$20,833.33 beginning January 31st, 2015 and ending on November 31st, 2016, with the final payment of \$20,833.41 being due on December 31st 2016.



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4. **Insurance.** V.D.C.I. shall at its own expense procure and maintain from a company or companies authorized to do business in the State of Idaho the following coverages:
 - a) Workers compensation in an amount required by statute;
 - b) Liability coverage in a minimum total of one million dollars (\$1,000,000.00). The TCMAD will be named insured on this policy. V.D.C.I. shall provide the TCMAD with written proof that it has obtained the insurance required under the terms of this Agreement.
5. **Non-Liability of the District and County, Its Officials and Employees.** No employee, agent or official of the TCMAD shall be personally responsible for any damage resulting from the negligence or intentional acts of V.D.C.I. in the performance of services required under the terms of this Agreement.
6. **Indemnity.** V.D.C.I. shall indemnify and hold harmless the TCMAD, its officials, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees as a result of any work done by V.D.C.I. in the performance of this Agreement, including full and complete compliance with all state and federal laws, rules, and regulations.
7. **Civil Unrest.** Notwithstanding anything contained in this Agreement to the contrary, in the event V.D.C.I., in its sole discretion, determines that because of civil unrest a substantial risk of personal injury to its employees or damage to its equipment exists, then V.D.C.I. may refuse to provide services in that part of the coverage area where such risk exists until:
 - a) Order is restored and the threat of such injury or damage has been resolved; or
 - b) The TCMAD has, in the sole discretion of V.D.C.I., taken adequate security measures to insure the safety of V.D.C.I personnel and equipment.

Any refusal by V.D.C.I. to treat a part of the coverage area under the circumstances described in this section shall not be deemed to be a breach of this Agreement.



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8. **Prohibition of Other Commercial Mosquito Control Applications.** Because of its various reporting and record keeping responsibilities and the liability assumed by V.D.C.I. under the terms of this Agreement and because of potential harm to the public, the TCMAD shall not permit other commercial mosquito control pesticide applications to occur in public areas of the treatment area during the term of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the _____ day of December, 2014.

VECTOR DISEASE CONTROL INTERNATIONAL

By:

TETON COUNTY MOSQUITO ABATEMENT DISTRICT

By: Dan Burr, Teton County Mosquito Abatement District
Board of Trustees Chairman

ATTEST:
