

CONTRACT FOR SERVICES

THIS AGREEMENT was made on this 23 DAY OF August 2023 between Chiloquin Vector Control District (hereafter referred to as the "CVCD" and Three Rivers Mosquito and Vector Control hereinafter referred to as "TRMVC ").

RECITALS

A. CVCD sought Statewide proposals for integrated mosquito management services, pursuant to CVCD Resolutions 14-001 and 14-002 (hereafter referred to as "the Resolutions" and ORS 452.110 Subsections (1) (4) and (8)). A true copy of the Request for Proposals for an Integrated Mosquito Management Plan (hereafter referred to as the "Proposals for Integrated Mosquito Control Management Services" is attached hereto as Exhibit A and by this reference incorporated herein. The attached published Exhibit "A" "Proposal for BIDs" constitutes the work required by the CVCD from TRMVC. The CVCD Contract Review Board determined that TRMVC qualified as a sole source vendor after giving statewide and local public notice in the State of Oregon, "**OREGON BUYS**" OR "**Pericope**" contracting notices and by legal notice published in the Herald & News.

1. CONTRACT

AGREEMENT

1. Incorporation of Recitals. The above recitals are incorporated into this Contract by reference.

2. Services to be Performed. TRMVC, for the consideration hereinafter mentioned, does hereby covenant, promise and agree to sufficiently provide integrated mosquito management services within the boundaries of the Chiloquin Vector Control District using a combination of public education, source reduction, larviciding and adulticiding, utilizing ground and aerial drones, for a period of 60 months, beginning July 1, 2024 and ending June 30, 2029, in accordance with all the terms and conditions of the specifications herein referred to, as fully as though included herein.

3. Consideration. CVCD does hereby covenant and agree that it shall and will in consideration of the covenants and agreements hereof being strictly performed and kept by TRMVC as herein specified pay unto TRMVC the agreed to sums of money specified below. The intent of the payment structure is to maintain a yearly sum certain expense to the CVCD.

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4. Payment schedule. The CVCD Board of Trustees desires to pay TRMVC approximately 86% of the annual property tax receipts received from the County of Klamath Treasurer as compensation for the work to be performed by TRMVC.

The Chairman or Treasurer will report the annual deposit of property tax funds to TRMVC that are normally received in November of each calendar year. The amount received will be divided into seven equal payments to be paid in the next calendar year beginning in the month of March and ending in the Month of September.

TRMVC will submit to the Chairman and Treasurer an invoice detailing the monthly billing to the CVCD over the course of the seven equal payments to the Chairman and Treasurer within 30 days of the receipt of property tax payment information from the Chairman and Treasure.

Should the CVCD receive additional property tax revenue from the County of Klamath Treasure between November and the 1st of June of each fiscal year period, the CVCD will pay 86% of the received additional tax revenue to TRMVC by June 30th of the calendar year the additional tax revenue was received in by

3. CONTRACT

means of a separate check based on an additional invoice from TRMVC.

5. Liability Insurance. TRMVC shall carry and maintain during the term of this Contract, the following insurance at TRMVC's cost: **Commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$1 million and a per occurrence limit of not less than \$1 million.**

In addition, TRMVC will carry "AIRCRAFT AND COMMERCIAL GENERAL AVIATION LIABILITY INSURANCE in the minimum amount of \$1,000,000.00, as required by the Oregon Department of Agriculture pesticide applicator regulations. Such insurance shall cover all risks arising directly or indirectly out of TRMVC' s activities whether or not related to an occurrence caused or contributed to by CVCD' s negligence. Such insurance shall name CVCD as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring ten days' written notice to CVCD before any change or cancellation shall be furnished to CVCD before execution of this Contract. TRMVC will submit a copy of its insurance documents to the Chairman of the CVCD by February of every calendar year or at an agreed to date each calendar year.

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6. Supervision. It is further understood and agreed by and between the parties hereto that the work specified and referred to in this contract shall be done under the indirect supervision of the Chairman of the Board of Trustees of CVCD, or such person or persons as he may delegate for that purpose and to his/her entire satisfaction.

7. Licensing requirements: TRMVC and their applicators shall be required to maintain as a minimum the Oregon Department of Agriculture Public Health Applicators License, all licenses required by the State of Oregon and the Federal Aviation Administration to operate agricultural drones within the CVCD geographic area. TRMVC will be responsible to obtain and retain all permits required to perform the obligation of mosquito control within the CVCD geographic area except for the annual Oregon DEQ NPDES 2300A permit that is paid for by the CVCD. TRMVC will submit a copy of all required licenses to the Chairman of the CVCD.

8. No Additional Compensation. It is further understood and agreed by and between the parties hereto that TRMVC shall or will not claim or be entitled to any compensation in excess of the amount hereinabove stated, or to any compensation for any extra work performed or to be performed under this contract. It shall be presumed that any and all work is done as part of this contract and

compensation for the same is included in the amount to be paid monthly, as above expressed, and no further or other compensation for the same shall be charged or collected therefor. In the event there is a change to this Contract for the services to be performed or the compensation to be paid, such service and compensation must have the prior approval of the Board of Trustees of the CVCD given in an open public meeting. It is specifically understood that any pre-season or post season treatment for mosquitos shall be at the discretion and cost of TRMVC. Should the maximum allowable acreage exceed 200 acres for larviciding and 11,000 acres of adulticiding, because of public health issues related to mosquitoes borne diseases, the Board of the CVCD may authorize additional treatment after negotiating the cost for additional treatments.

9. The CVCD may authorize TRMVC to perform additional task examples; printing of brochures, sign posting or mosquito hazard removal as a separate and distinct contract or agreement that is approved by the Board of Trustees of the CVCD in a noticed public hearing. Said contracts or agreement shall not be considered part of this contract.

10. TRMVC agrees to provide on a once-a-month basis to the Chairman copies of all mosquito complaints and do not treat requests received from the webpage www.chiloquinmosquito.org that is

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maintained by TRMVC. The CVCD Agrees that it will use the mosquito treatment request form located in www.chiloquinmosquito.org as the basis of communicating citizen complaints received by members of the Board of Trustees from the public to TRMVC. TRMVC agrees that it is solely responsible to maintain the CVCD's webpage functionality.

10a. Deduction for Payment for Claims. It is further understood and agreed by and between the parties hereto that if TRMVC fails or refuses to pay any claims or claim for wages, salaries, materials, supplies, equipment used in connection with and in the performance of this contract, or for any claim or claims arising out of damage to any property or person, and any environmental claims, whether brought by any individuals or any government, entity or agency thereof, CVCD may, on being satisfied of the correctness of said charges discussed in an open public hearing, shall deduct the same from the next payment or payments to grow due to said TRMVC and to pay the same to the claimant.

11. Default by TRMVC. It is further understood and agreed by and between the parties hereto that if TRMVC shall at any time during the continuance of this contract or during the period above expressed, fail to carry out the work that is to be done under this contract as herein set forth, and as set forth in the specifications

hereto annexed and made a part hereof, then CVCD may at its option declare in a noticed open public hearing that this contract will be null and void or take such action as is permitted to it by virtue of the provisions contained in the specifications hereunder annexed and made a part of this contract.

12. Specific Causes for termination of contract. TRMVC and the CVCD agree that this contract at the discretion of the Board of Trustees of the CVCD may be terminated for failure to perform if TRMVC exceeds the average of six or more mosquitoes per hour measured in more than four standard CDC approved light traps, over more than five populated square miles area in the CVCD within two months' time period or if TRMVC fails more than three times in any one calendar year to respond to citizen's mosquito complaints within five days of being notified by telephone or email of said complaint. Determination of failure to maintain the rate of mosquitoes at less than six per hour shall not include any device or trap that uses CO2 gas or U.V light attractant as these devices are know to increase capture rates greater than 500% of the standard CVCD approved light trap.

13. Incorporation of Proposal. It is understood and agreed by and between the parties hereto that this contract is entered into pursuant to the Three Rivers Mosquito and Vector Control

Professional Services Outline for The Chiloquin Vector Control District Integrated Mosquito Management Services Proposal 2019–2024, a copy of which is attached and made a part hereof this contract, refer to Exhibit A.

14. Assignment of Contract. It is further understood and agreed by and between the parties hereto that TRMVC shall not assign, underlet or sublet this contract or any part thereof without the written consent of the Board of Trustees of CVCD, and in the event that such consent be obtained, TRMVC and its surety or sureties shall be liable for the faithful performance of this contract for the remainder of the period as above expressed. Any assigning, subletting or under letting without the written consent of the Board of Trustees of the CVCD after a discussion in a public meeting of the Board of Trustees of the CVCD, and any such assignment made without said written consent shall be null and void.

15. Assignment of Payments Due. It is further understood and agreed by and between the parties hereto that TRMVC shall not assign any of the payments due or to become due it under the terms of this contract or any part thereof, without the written consent of the Chairman of the Board of Trustees of CVCD, and any such assignment made without said written consent shall be null and void.

16. Damages. TRMVC shall protect and hold harmless the CVCD and its Board of Trustees as individuals or as a government agency from any damages to any person or property that may occur in the performance of this contract and from any suit or judgment or other thing whatsoever that shall occur in such performance or growing out of anything done or intended to be done hereunder.

17. Hold Harmless. TRMVC further agrees to make payment of all proper charges for labor, materials, and equipment required in the aforementioned work or service and to save harmless CVCD, its officers, agents, and servants and each and every one of them against and from all suits and costs of every name and description, and from all damages to which CVCD or any of its officers, agents or servants may be put, by reason of injury to the person or property of others resulting from carelessness in the performance of the said work or service, or through the negligence of TRMVC, its agents or servants, or through improper or defective machinery or equipment used by TRMVC or its agents or servants.

18. Terms of Request of Proposal to Prevail. If there is a conflict between the terms of this contract and of the Request for Proposal, the Resolutions or the Proposal, the parties agree this contract, shall prevail over the terms of the attached Proposals, refer to exhibits A and A-1.

19. Binding Effect. This contract shall bind and insure to the benefit of the administrators, successors and assignments of the respective parties hereto.

20. No Third-Party Beneficiaries. Nothing in this contract, express or implied, is intended or will be construed to confer on any person, other than the parties to this contract, any right, remedy, or claim under or with respect to this contract.

21. Notices. All notices and other communications required By this contract must be given in writing and will be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses:

Chiloquin Vector Control District
PO Box 860
Chiloquin, Or 97620 - 0860

Andrew C Brandsness, Attorney at Law
Representing the Chiloquin Vector Control District
411 Pine Street

Three Rivers Mosquito & Vector Control
Mr. Edward Horvath
651 Market Street
Klamath Falls, OR 97601

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third day after the date of deposit in the United States mail, or (c) on the date of confirmed overnight delivery service. Notices by email shall not be deemed "delivered" unless the receiving party has sent an acknowledgement return email verifying receipt of the email to all aforementioned parties.

22. Amendments. This contract may be amended only by an instrument in writing executed by all the parties, which writing must refer to this contract.

23. Construction. The captions used in this contract are provided for convenience only and will not affect the meaning or interpretation of any provision of this contract. All words used in this contract will be construed to be of such gender or number as the circumstances require. Whenever the words include or including are used in this contract, they will be deemed to be followed by the words without limitation.

24. Counterparts. This contract may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

25. Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this contract.

26. Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this contract.

27. Expenses. Except as otherwise expressly provided in this contract, each party to this contract will bear the party's own expenses in connection with the preparation, execution, and performance of this contract and the transactions contemplated by this contract.

28. Waiver. Any provision or condition of this contract may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

29. Governing Law. This contract will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

30. Attorney Fees. With respect to any dispute relating to this contract, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this contract, including, without limitation, any proceeding under the United States Bankruptcy Code and involving issues peculiar to federal bankruptcy Law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

31. Arbitration. Any dispute, controversy, or claim arising out of or relating to this contract will be settled by arbitration. Unless the parties otherwise agree, the arbitration will be administered by The Arbitration Service of Portland, Inc. Judgment on the award rendered by the arbitrator may be entered in the

circuit court in the county in which the arbitration occurs, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties. There will be one arbitrator. Any arbitration will be conducted in Klamath Falls, Oregon, in accordance with the rules of the Arbitration Service of Portland, Inc.

32. Injunctive and Other Equitable Relief. Notwithstanding the mandatory arbitration provisions in Paragraph 28 above, the parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained. The remedies in this paragraph may be enforced by a court of competent jurisdiction in the Klamath County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, or the arbitrator.

33. Venue. Any action or proceeding seeking to enforce any provision of or based on any right arising out of, this contract will be brought against any of the parties in Klamath County Circuit

Court of the State of Oregon, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

34. Exhibits. The exhibits referenced in this contract are part of this contract as if fully set forth in this contract consisting of attached exhibit "A", the published legal notices for solicitation of bid proposal by the CVCD. No other references are attached or incorporated herein.

35. Severability. If any provision of this contract is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this contract will not be in any way impaired.

36. Entire Contract. This contract (including the documents and instruments referred to in this contract) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this contract and supersedes all prior

understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

37. No other agreements are binding, enforced or exist. TRMVC and the Board of Trustees of the CVCD agree that any previous terms and conditions of contracting agreements not made part of this contract or it's exhibits have no force and effect other than TRMVC and the CVCD existing contract that will be completed in by June 30, 2019 under its existing terms and conditions.

38. Change in tax revenue to the CVCD: Both parties agree that if the CVCD receives in any one tax year less property tax money than received in the previous tax year that this contract shall be renegotiated to reflect less services rendered by TRMVC and or less payment obligations by the CVCD in a percentage equal to the loss of revenue to the CVCD.

39. Larvicides and Adulticide identification: It is fully understood between TRMVC and the Board of Trustees of the CVCD that the goal of the CVCD is to deliver natural or mostly natural mosquito control services to the taxpayers of the CVCD. Both parties agree that using the least amount of adulticides and reducing the amount of larvicides is the desired mosquito control goal. It is further agreed that TRMVC will inform the Chairman of the Board of the CVCD

of the **Name and EPA number of all chemicals utilized by TRMVC** in the CVCD geographic area. TRMVC agrees to maintain a current, accurate and complete chart of chemicals that will be made available to the public and the Board of Trustees of the CVCD as exemplified by exhibit "B". Failure to inform the Chairman of the Board of any changes in chemicals utilized by TRMVC will be considered a breach of contract.

40. Citizen customer relationships: It is the responsibility of TRMVC, its staff and management to maintain a "professional relationship" whenever contacting citizen mosquito complainants. Should there arise any hostility, disrespect, or obnoxious behavior by any citizen or an employee of TRMVC, TRMVC must advise the Chairman or Vice Chairman if the chairman is not available in person, by telephone or verified email within 24 hours of said incident. Failure to notify may be considered a breach of contract. The CVCD Board of Trustees designates the Chairman or Vice Chairman if the Chairman is not available to represent the Board of Trustees in resolving citizen complaint issue that may arise during the normal course of business. The Chairman or Vice Chairman will be responsible to report the incident to all members of the Board of Trustees by email or in a public meeting at their discretion.

41. TRMVC Monthly reports from March to September to CVCD: TRMVC will provide a monthly report for March through September of each contract year to the CVCD Board of Trustees that will be attached to the Public meeting agenda. The report will as a minimum state how many complaints received, how many locations were inspected and treated, how often the drones were utilized, what treatment method was employed; examples larvicide or fogging. The report will state the general area where the drones were flown. The report will indicate the name of the agents used for mosquito control and how much was applied. At the end of the mosquito season, a summery report will be generated for presentation in the October meeting. The TRMVC will provide all Public Health Applicator reports required by the Board of Klamath County Commissioners, The State Department of Agriculture and The State Department of Environmental Quality.

IN WITNESS WHEREOF, CVCD has caused these presents to be signed by the Chairman of the Board of Trustees after authorization of the CVCD Board of Trustees given in an open public meeting and attested to by TRMVC has caused these presents to be signed by its proper corporate officers, all as of the day and year first above written. This document in its entirety constitutes a contract between the CVCD and TRMVC.

Signed and dated this 23th day of September 2023

FOR THE CHILOQUIN VECTOR CONTROL DISTRICT PER AUTHORIZATION OF IT'S
BOARD OF TRUSTEES BY MAJORITY VOTE IN A NOTICED PUBLIC MEETING;

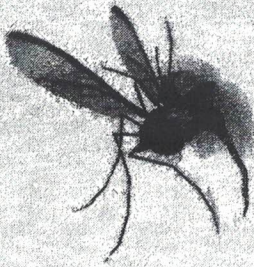
Dennis N Jefcoat

Chairman of the Board of Trustees

FOR THREE RIVERS MOSQUITO AND VECTOR CONTROL

Edward Horvath

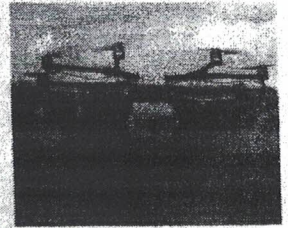
Owner and responsible party



**Chiloquin Vector Control District (CVCD)
of Klamath County, Oregon**

Contracts Review Board

JB Brown, Elliott Fox, Dennis Jefcoat, Tim McDermott & Albert Wilder
Mailing address PO Box 860, Chiloquin, Oregon 97624 541 274 0132
Email: cvcddistrict@gmail.com or www.chiloquinmosquito.org



PUBLIC NOTICE

**Determination of Sole Source vendor per ORS 137-047-0275
BY THE CHILOQUIN VECTOR CONTROL DISTRICT (CVCD)**

CVCD Requirements for a Public Health Mosquito Control Applicator Contractor
The value of the contract is estimated at less than \$61,000 per fiscal year
or less than 86% of the estimated CVCD annual property tax revenues

The CVCD Contract Review Board is seeking a determination that Three Rivers Mosquito and Vector Control, Mr. Ed Horvath Proprietor, located in Klamath County, Oregon is in fact a sole source vendor for mosquito control and general business services to the Chiloquin Vector Control District.

The CVCD welcomes qualified applicates to submit sealed proposal per ORS 279B.060 directed to the CVCD Contract Review Board, PO Box 860, Chiloquin Oregon, 97624 no later than Monday July 24, 2023, that will be opened in a regularly scheduled public meeting on Wednesday July 26, 2023 at 6:30 PM, at the Chiloquin Community Center Conference Room, 140 South 1st Street, Chiloquin Oregon. Proposals will be opened and reviewed by the Contract Review Board in public. Any person, organization, or corporation's proposals will be considered as a qualified bidder if they meet the following criteria.

- (1) The applicant and or applicators must be licensed in the State of Oregon as a Public Health Applicator and insured in an amount exceeding one million dollars of general liability.
- (2) The Applicant must prove that they have been in business for a period of more than five years providing mostly natural mosquito control services to government agencies.

- (3) The applicant must prove that they have a history of providing effective larviciding as the primary means of mosquito control.
- (4) The Applicant must prove they utilize modern computerized fogging control systems that record when, where, and quantity of fogging products applied.
- (5) The Applicant must prove knowledge of the breeding areas of mosquitos in the CVCD district. Examples: locations of ponds, pools, ditches, private water retention pools, and mosquito flyways, etc.
- (6) The Applicant must possess a valid FAA certification for flying agricultural drones.
- (7) The Applicant must prove that they possess agricultural drones capable of larviciding and fogging.
- (8) The Applicant must be willing to maintain a webpage similar to www.chiloquinmosquito.org as part of their contract agreement with the CVCD
- (9) The Applicant must be willing to attend CVCD board meetings while providing broadcast equipment for the public to view the CVCD board meetings on U-Tube.

In addition to the above listed requirements, the applicant(s) must prove they have a history of responding to mosquito complaints within 72 hours of receipt. The Applicant(s) must prove they have established a history of maintaining mosquito control in land mass exceeding 60 square miles. The applicant must submit proof that over the last five years, their mosquito control procedures have reduced the mosquito population to less than five mosquitos per hour as measured in CDC approved light traps that were located in populated areas with known mosquito issues.

Should the CVCD Contract Review Board find that no individual, organization, or corporation has responded to request for sealed proposals or that the individuals, organizations or corporations' proposals does not meet the above listed requirements, **Three Rivers Mosquito & Vector Control, Mr. Edward Horvath proprietor, who has meet all the above listed requirements, will be awarded the contract** to provide mosquito control and business services to the Chiloquin Vector Control District beginning in fiscal year July 1, 2024.

Should the CVCD Contract review Board find that other individuals, organizations or corporations meets our requirements, the CVCD Contract Review Board will ask for sealed bids from all interested parties before awarding a new mosquito control and business service contract. The CVCD contract review board reserves the right to reject any proposals or bids at its discretion and is under no obligation to award contracts to any person, organization, or corporation. Additional information is available by contacting Dennis Jefcoat, Chairman of the Board, at 541 274 0132 or emailing; cvcdistrict@gmail.com.

PUBLIC NOTICE

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ORS 137-047-0275
BY THE CHILOQUIN VECTOR CONTROL DISTRICT
(CVCD)**

**CVCD Requirements for a Public Health Mosquito
Control Applicator Contractor
The value of the contract is estimated at less than
\$61,000 per fiscal year or less than 96% of the
estimated CVCD annual property tax revenues**

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- 1) The applicant and or applicators must be licensed in the State of Oregon as a **Public Health Applicator** and insured in an amount exceeding one million dollars of general liability.
- 2) The Applicant must prove that they have been in business for a period of more than five years providing mostly natural mosquito control services to government agencies.
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Should the CVCD Contract review Board find that other individuals, organizations or corporations meets our requirements, the CVCD Contract Review Board will ask for sealed bids from all interested parties before awarding a new five fiscal year mosquito control and business service contract. The CVCD contract review board reserves the right to reject any proposals or bids at its discretion and is under no obligation to award contracts to any person, organization, or corporation. Additional information is available by contacting Dennis Jefcoat, Chairman of the Board, at 541 274 0132 or emailing: cvcdistrict@gmail.com. #23373 July 15, 2023

Open Market Bid S-R18822-00007528

Status: 2BI - In Progress

- General
- Items
- Address
- Accounting
- Routing
- Attachments
- Notes
- Bidders
- Questions
- Amendments
- Q & A
- Reminders
- Summary

General Validation Errors
No items.

Bid Number: S-R18822-00007528
Status: 2BI - In Progress
Type Code: [Dropdown]
Department: R1882201 - Admin [Dropdown]
Location: ADMIN - Admin [Dropdown]
Show on Web:
Required Date: 07/26/2023 [Calendar]
Available Date: (MM/DD/YYYY HH:MM:SS AM or PM) 07/13/2023 02:15:04 PM [Calendar]
Bid Type: Open Bid [Dropdown]
Estimated Cost: \$0.00 [Edit](#) [Icon]
Alternate ID: [Text Field]
Purchase Method: Open Market [Dropdown]
Tax Rate: [Dropdown]
Solicitation Enabled: No
Item Single Award Only:
Allow Vendors to Submit Multiple/Alternate Quotes:

Description: Mosquito Control Services
Purchaser: Jefferson, Dennis [Dropdown]
Fiscal Year: 2023
Organization: Chiloquin Vector Control District
Allow Electronic Response:
Bid Opening Date: (MM/DD/YYYY HH:MM:SS AM or PM) 07/26/2023 06:30:00 PM [Calendar]
Informal Bid:
Print Format: Bid Print New [Dropdown]
Enable Rolling Enrollment:
Enable Open Enrollment:

Enrollment Periods:

Delete	Start Date	End Date
Remove	07/13/2023 02:15:04 PM	07/24/2023 12:00:00 AM
<input type="checkbox"/>		
<input type="checkbox"/>		

Info Contact: Dennis Jefferson 541 274 6132 Email: djeff@chiloquin.org

Pre-Bid Conference: None
(Max size: 250 characters)

Bulletin Desc: See attached "Public Notice for sole source vendor, Public Health Mosquito Control Applicator Contractor
(Max size: 500 characters)

Quote Notification:

Discipline Type: Personal Services [Dropdown]

Exhibit "A" page 4 of 4
Contract for services 23 August 2023

Chiloquin Vector Control District

**Contract Negotiation with Three River Mosquito & Vector Control
Executive CVCD Board Meeting June 28, 2023 Worksheet info.**

Chart #1; Anticipated revenues over five (5) future fiscal years
With 3% property tax increase and best guess interest rates & other income
Interest at current rate of 3.75% could be as much as \$4,000 a year in income.

Source	Current	FY 24-25	FY 25-26	FY26-27	FY 27-28	FY 28-29
Prop Tax	57,887	59,623	61,412	63,254	65,121	67,075
Interest	2,000	2,000	2,000	2,000	2,000	2,000
Other	250	250	250	250	250	250
Yearly Carry over money	4,963 ***	4,827 ***	4,722 ***	5,382 ***	5,254 ***	5,138 ***
Total	65,100	66,700	68,345	70,886	72,625	74,463

Chart # 2; Anticipated budgets with appreciation factor over next five fiscal years
Anticipated category increases where applicable – statis quo 3% with unknown
Inflation factors considered

Line Item	FY 23-24	FY24-25	FY 25-26	FY 26-27	FY 27-28	FY28-29
Insurance	2,000	2,000	2,100	2,100	2,200	2,200
Advertising	2,500	2,500	2,500	2,700	2,700	2,700
Accounting	500	500	500	550	550	600
Legal	500	500	500	500	500	500
Rentals	1,000	1,000	1,000	1,100	1,100	1,100
Telephone	300	300	300	350	350	350
Office sup	2,000	2,000	2,000	2,150	2,150	2,200
Travel	500	500	500	500	600	600
Miscellan..	2,000	2,000	2,000	2,150	2,150	2,200
Bank fees	50	50	50	50	50	50
Dues	250	250	250	300	300	300
Permits	1,000	1,100	1,100	1,200	1,200	1,200
Contracting*	50,000	51,500	53,045	54,636	56,275	57,963
Actual # is \$49,700	Budget Number	**53,660	**55,270	**56,929	**58,609	**60,367
Grants?	2,500	2,500	2,500	2,500	2,500	2,500
TOTAL	65,100	66,700	68,345	70,886	72,625	74,463

**Changes made to original contract that effected total amount and percentages.*

***Three Rivers contract cost now consumes approximately 86% of our property tax budgeted income. Original number was 80%.**

**** Chart #3: Effect of the proposed change from 86% of current property tax value to 90% of property tax value for contract expenses**

	FY 24 -25	FY 25 -26	FY 26 -27	FY 27 -28	FY 28 - 29
Cost @ 90%	53,660	55,270	56,929	58,609	60,367
Increase Over original	2,160	2,225	2,293	2,234	2,404

By eliminating “grants” out of the budget in FY 24-25 forward, it is possible to afford a 4% increase to 3RMVC. Question to board “should we do this?)

***** Carry overs explained**

Every year for last decade the CVCD has underspent its budget by 6 to 12 percent. The underspent money is used to fund budget increases displayed in the yearly form LB-32 and used to add funds to the reserve account line.

Example LB form 20 resources line 1 in FY 23-24 list our available cash on hand as \$43,189.65. Where did the number come from? We take the ending balance on June 30 of the LGIF & Umpqua Bank Account minus the reserve account shown in form LB-31 line 20, minus required contingency fund, line 17 of \$2,000. That number becomes the “available cash on hand” for Resources line 1 of LB 20.

The beginning balance number is always increasing. We do not spend all of the money in the fiscal year budget. Every year we add the surplus from the previous budget year to the general budget categories, reserve funding line, and or the unappropriated ending balance fund.

Therefore, our budgets are always in balance as required by Oregon law and regulations irrespective of the budget category spending amounts totals that are greater than the combined property tax, interest, and other income received in a given fiscal year.

By law we can always pull money from the reserve fund. We can never legally pull money from the unappropriated ending fund balance that is used to fund the July 1 to November 30th appropriated expenditures.

The unappropriated fund is the total of 3 months of payments to 3RMVC + anticipated expenses to the CVCD. This amount should be around \$30,000 to \$33,000. Unspent funds should never be “stored” in this budget line.

The left over surplus either belongs in the general budget category lines or in the reserve fund category lines. We can never exceed our total approved budget spending by more than \$5,000 without public notification and hearing required.

Proposed changes in contract terms with 3RMVC

#1: We must agree to a fixed sum of money for each fiscal year that is not based on any percentages of the tax revenue received.

#2: We must agree to a provision stipulating that if the property tax revenue drops below the projected levels shown above that the contract payment amounts will be renegotiated by the percentage of the drop in revenue received.

#3: we must change the payment payout to reflect our current practice of seven equal payments starting in March and ending in September in equal sums rather than 6 equal payments as stated in the contract.

#4 We should keep all other provisions of the contract as currently written.

