



AGENDA ITEM # 10 A/B

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

January 14, 2019

Item Title: Mosquito Abatement Intergovernmental Agreement

Staff Contact: Jeffrey D. O'Dell, Village Administrator

VILLAGE BOARD ACTION

- 1. Consider a staff recommendation to enter into a new Financial Reimbursement Intergovernmental Agreement with Bloomingdale Township for mosquito abatement services.**
- 2. Adopt a resolution authorizing the Mayor to sign a Financial Reimbursement Intergovernmental Agreement between the Village of Roselle and Bloomingdale Township for mosquito abatement services.**

Executive Summary:

The Financial Reimbursement Intergovernmental Agreement (IGA) between the Village of Roselle and Bloomingdale Township for mosquito abatement services expired on December 31, 2018. The IGA provided a process for the Village to reimburse Bloomingdale Township for a portion of the cost to provide mosquito abatement services to Township residents who reside in Roselle.

Until 2010, Bloomingdale Township contracted with Clarke Environmental Mosquito Management, Inc. to provide mosquito abatement for all residents located in the Township's jurisdictional boundaries. At that time, the Township informed all seven municipalities in Bloomingdale Township that it would no longer provide mosquito abatement services without a financial contribution from each community. Since then, the seven municipalities have entered into three separate IGA's reflecting a proportionate share of those costs with the Township. The proportionate share has been 50% of the total cost to provide those mosquito abatement services. Each municipal share is based on its percentage of property in the Township. Since 2014, the Village's contribution has been frozen at \$46,111.

The Township Supervisor has informed the seven municipalities that is has negotiated a new four year contract with Clark Environmental Mosquito Management, Inc. to provide those same services for the period 2019 through 2022. Effective in 2019, the costs for these services will increase by 1.95%. The rate for 2020 will be frozen while increases for 2021 and 2022 will be the lessor of 2.5% or the CPI-U cost of living increase from

December to December. Therefore, the Village's contribution in 2019 and 2020 will increase to \$47,011.

Other notable points of interest in the IGA include the fact that the Village continues to have the right to terminate participation in the program at any time, the IGA shall not automatically renew after December 31, 2022 despite the renewal provision in the contract between the Township and Clarke, the Village will continue to make its annual contribution in four equal payments in April, May, June, and July of each year, and the scope of services provided each community remains essentially the same. For example, there are eight community wide sprayings in each municipality each year.

The IGA does not cover property owners in the Cook County portion of Roselle. The Northwest Mosquito Abatement District will continue to provide these services to this portion of the community.

Implications:

Is this item budgeted? Yes, the FY 2019 General Fund budget reflects an expenditure of \$46,111. The remaining \$900 will come from reserves.

Any other implications to be considered? While the IGA is with Bloomingdale Township, Clarke Environmental Mosquito Management, Inc. has been very responsive to additional requests from the Village to address mosquito abatement concerns in Roselle. They communicate with the Village in advance of community wide sprayings and provide abatement services for special events such as the July 3 Party in the Park concert and fireworks show on the grounds of the Lake Park West Campus.

Attachments:

Financial Reimbursement IGA

Exhibit 1: Contract between Bloomingdale Township and Clarke

Appendix A: 2019 – 2022 Municipal Cost Share

Letter from Bloomingdale Township Supervisor

RESOLUTION NO. 2019-

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
FINANCIAL REIMBURSEMENT INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ROSELLE AND BLOOMINGDALE TOWNSHIP
FOR MOSQUITO ABATEMENT SERVICES**

WHEREAS, the Village of Roselle, Illinois and Bloomingdale Township are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, that the attached Agreement entitled “Financial Reimbursement Intergovernmental Agreement between the Village of Roselle and Bloomingdale Township for Mosquito Abatement Services” is hereby approved and the Mayor is authorized to execute and Village Clerk directed to attest to this Agreement.

ADOPTED this 14th day of January, 2019.

AYES:

NAYS:

ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patty Burns, Village Clerk

FINANCIAL REIMBURSEMENT INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ROSELLE AND
BLOOMINGDALE TOWNSHIP
FOR MOSQUITO ABATEMENT SERVICES

WHEREAS, Bloomingdale Township is a unit of local government established under the laws of the State of Illinois and is hereinafter referred to as the "TOWNSHIP;" and

WHEREAS, the Village of Roselle is an Illinois municipal corporation and is hereinafter referred to as the "VILLAGE;" and

WHEREAS, the TOWNSHIP for a period of years has provided mosquito abatement services for TOWNSHIP residents within the VILLAGE; and

WHEREAS, the TOWNSHIP and VILLAGE have determined that it is reasonable for the VILLAGE to continue to reimburse the TOWNSHIP for a portion of the mosquito abatement services provided by the TOWNSHIP, within the Village, by Clarke Environmental Mosquito Management, Inc.; and

WHEREAS, the TOWNSHIP and VILLAGE have the legal authority to enter into this Intergovernmental Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and 5 ILCS 220/1 *et. seq.*; and

WHEREAS, the TOWNSHIP has entered into a mosquito abatement contract hereinafter "CLARKE CONTRACT" with Clarke Environmental Mosquito Management, Inc., (hereinafter "CLARKE") to provide mosquito abatement services for the 2019 through 2022 mosquito seasons, a copy of the CLARKE CONTRACT being attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the purpose of this Agreement is to establish the VILLAGE's and TOWNSHIP's duties and rights with regard to intergovernmental cooperation for reimbursement for mosquito abatement services for the 2019 through 2022 mosquito seasons.

1. The foregoing recitals are incorporated into this Agreement as evidence of the intent of the TOWNSHIP and VILLAGE and as representing substantive covenants between them.

2. Subject to the termination provisions, and the provisions regarding potential increases or decreases in the level of mosquito abatement services as described below, the VILLAGE shall pay the TOWNSHIP for mosquito abatement services provided by CLARKE within the VILLAGE, in the 2019, 2020, 2021 and 2022 mosquito seasons, in those percentages and dollar amounts set forth in Appendix A of the CLARKE CONTRACT.

3. The VILLAGE shall have the right to terminate its participation in the TOWNSHIP'S mosquito abatement program and this Agreement at any time in the sole discretion of the Corporate Authorities of the VILLAGE. Any and all sums due from the VILLAGE up to the date of termination shall be paid by the VILLAGE to the TOWNSHIP at the appropriate percentage as set forth in Appendix A. After termination, no further payments will be required by the Village. Written notice of the VILLAGE'S termination shall be provided by facsimile or e-mail, and regular mail to the Bloomingdale Township Supervisor and CLARKE.

4. The VILLAGE's sole duty and obligation under this Agreement is to reimburse the TOWNSHIP. The VILLAGE shall have no contractual privity with CLARKE under this Agreement and shall have no right to control, supervise, or otherwise direct CLARKE'S mosquito abatement activities within the VILLAGE; except insofar as the VILLAGE may exercise its ordinary and routine public health, safety, and welfare controls during any mosquito abatement activity.

5. This Agreement shall expire on December 31, 2022, or on any date the VILLAGE provides written notice of its intent to terminate this Agreement. This Agreement shall not automatically renew after December 31, 2022, despite automatic renewal provisions contained in the CLARKE AGREEMENT.

6. If during the term of this Agreement the VILLAGE elects to increase the service level of mosquito abatement, beyond the scope identified in the CLARKE AGREEMENT, it shall be responsible to pay the TOWNSHIP the entire amount attributable to the increase caused by that level of service. If the VILLAGE elects to decrease the level of mosquito abatement service during the term of this Agreement, its proportionate share payable to the TOWNSHIP will be decreased accordingly. The VILLAGE shall notify the TOWNSHIP of its direction to increase or decrease the service level in writing. The TOWNSHIP shall thereupon notify CLARKE of the VILLAGE's direction.

7. During the term of this Agreement the VILLAGE shall have the right to contact the TOWNSHIP and provide any and all information relevant to CLARKE's performance of the CLARKE CONTRACT within the VILLAGE. The TOWNSHIP shall be responsible to communicate the VILLAGE's position to CLARKE and to make certain that CLARKE corrects or remediates any difficulties or concerns that the VILLAGE has with regard to performance of the mosquito abatement services within the VILLAGE.

8. The TOWNSHIP and the VILLAGE agree that CLARKE is the TOWNSHIP's independent contractor with regard to the mosquito abatement services described herein. It shall be the responsibility of the TOWNSHIP, and not the VILLAGE, to secure any and all indemnifications and hold harmless agreements the TOWNSHIP deems necessary and appropriate from CLARKE

prior to CLARKE's commencement of the performance of its mosquito abatement services within the VILLAGE.

9. The TOWNSHIP shall be responsible for directing CLARKE to maintain its independent contractor status while working within the VILLAGE and not to undertake any action which could be interpreted to establish that CLARKE is an apparent agent of the VILLAGE.

10. The TOWNSHIP shall require CLARKE to name the VILLAGE OF ROSELLE as an additional insured on CLARKE'S general commercial liability, auto liability and, if applicable, umbrella policies of CLARKE'S activities in the performance of its mosquito abatement activities in the VILLAGE in accordance with this Agreement.

11. The TOWNSHIP shall invoice the VILLAGE for its 2019, 2020, 2021 and 2022 proportionate share of CLARKE's mosquito abatement services over four payments on April 1, May 1, June 1, and July 1 of each calendar year. The VILLAGE shall reimburse the TOWNSHIP for amounts due within thirty (30) days of receipt of the invoice. The VILLAGE shall be entitled to receive written confirmation of the completion of work or a treatment from the TOWNSHIP upon written request.

12. This Agreement may not be assigned or transferred without mutual written consent of the TOWNSHIP and the VILLAGE.

13. This Agreement contains the entire agreement between the VILLAGE and the TOWNSHIP and all prior discussions and negotiations associated herewith are merged herein. Any amendment or modification of this Agreement shall be by mutual written consent only.

IN WITNESS WHEREOF, the VILLAGE and TOWNSHIP have approved this Intergovernmental Agreement by resolution or ordinance and execute the same in conformance therewith.

VILLAGE OF ROSELLE

Andrew J. Maglio, Mayor

ATTEST:

Patty Burns, Village Clerk

BLOOMINGDALE TOWNSHIP

Michael D. Hovde, Jr.
Bloomingdale Township Supervisor

ATTEST:

Joyce M. Hundhausen
Township Clerk



**Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The 2019-2022 Bloomingdale Township
Environmental Mosquito Management (EMM) Program**

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
 - a. All data remains property of Clarke
- B. Public Relations Support
- C. Mosquito Hotline Citizen Response System
- D. Comprehensive Insurance Coverage naming the Bloomingdale Township additionally insured
- E. Program Consulting and Quality Control Staff
- F. Monthly Operational Reports, Periodic Advisories
- G. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods.
- B. Arbovirus Surveillance: Gravid Trap: Operation of two (2) traps to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing RAMP technology for West Nile Virus
- C. Clarke New Jersey Light Trap Network: Operation of two (2) traps within Bloomingdale Township to monitor and evaluate adult mosquito activity.
- D. *Aedes Albopictus*: Operation of two (2) oviposition/BG Sentinel traps to collect *Aedes albopictus* to determine presence in area.
- E. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMST™) computer database and site management.
- B. Larval Site Monitoring: 12 inspections
 - 1. Three (3) complete inspections of up to 575 sites as outlined by most recent Clarke GIS Survey.



2. Six (6) targeted inspections of up to 311 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 3. Three (3) targeted inspections of up to 234 known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 4. Inspections of sites called in/reported by residents on the Mosquito Hotline System.
- C. Prescription Larval Control with *Bacillus sphaericus*, *Bacillus thuringiensis israelensis*, Methoprene, Temephos and Spinosad.
- D. Helicopter Treatment:
1. Helicopter Prehatch: Four (4) treatments with 30 day residual product of up to 450 acres.
- E. Stocking of 12,000 mosquitofish (*Gambusia affinis*) for biological control based on environmental factors and mosquito breeding.
- F. Catch Basin Control:
1. One (1) treatment of up to 7,700 catch basins, inlets and manholes with a 90+day release insecticide.
 2. One (1) treatment of up to 7,700 street side catch basins, inlets and manholes with a 30 day sustained slow release insecticide.
 3. One (1) treatment of up to 1,500 off road catch basins, inlets and manholes with a 90+day sustained release insecticide.
 4. One (1) treatment of all reported backyard catch basins by participating municipality with Natular XRT or extended residual briquet or appropriate length of control based on reporting date. Locations can be reported by address or GPS coordinates.

Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
1. Up to sixty (60) truck / ATV Ultra Low Volume (ULV) treatments with a synthetic pyrethroid insecticide for community special events.
- B. Adulticiding in Residential Areas:
1. Eight (8) community-wide truck ULV treatments of up to 444 miles of streets with Biomist, Duet®, Merus or synthetic pyrethroid insecticide.
- C. Adulticiding Operational Procedures
1. Notification of community contact.
 2. Weather limit monitoring and compliance.
 3. Notification of residents on Clarke Call Notification List.
 4. ULV particle size evaluation.
 5. Insecticide dosage and quality control analysis.



2019 Total Cost

\$543,000.00



**Clarke Environmental Mosquito Management, Inc.
Client Agreement and Authorization
The 2019-2022 Bloomingdale Township
Environmental Mosquito Management (EMM) Program**

- I. **TERM AND TERMINATION:** **This Agreement has an Automatic Renewal Clause.** The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on December 31, 2022 (the "Initial Term"). Unless either party hereto provides the other party with written notice at least one hundred fifty (150) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically continue to renew for additional term, each term having a duration equal to the Initial Agreement. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within sixty days of receipt of said notice.

- II. **PRICE INCREASES:** The price for the services rendered hereunder may be increased by Clarke Environmental Mosquito Management, Inc. ("Clarke") on the first day of any Calendar year commencing on January 1, 2021 and 2022 (a "Price Increase Date") by *either the Consumer Price Index (national CPI-U December-to-December change) used to determine the property tax extension limitation (PTELL) or 2.5% ("Price Increase Percentage"), whichever is less**. Clarke Environmental Mosquito Management, Inc. may petition the Bloomingdale Township at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.

- III. **PROGRAM PAYMENT PLAN:** For Parts I, II, III, and IV as specified in the 2019-2022 Professional Services Cost Outline, the total for the 2019 program is \$543,000.00. The payments will be due on April 1, May 1, June 1 and July 1 according to the payment schedule below and Appendix A. The dollar amounts below for all percentage breakdowns have been rounded to the nearest dollar. Any additional treatments beyond the core program will be invoiced when the treatment is completed. In the event that a Village does not sign an intergovernmental agreement for their proportionate cost, then Clarke must separately contract with that Village and cost for that Village (see appendix A) will be deducted from Bloomingdale Township contract.



BLOOMINGDALE TOWNSHIP	2019
April 1	\$135,750.00
May 1	\$135,750.00
June 1	\$135,750.00
July 1	\$135,750.00
TOTAL	\$543,000.00

For Bloomingdale Township:

Name: _____ Title: Supervisor Date: _____
Michael Hovde

For Clarke Environmental Mosquito Management, Inc.

Name: *George Balis* Title: Regional Manager Date: November 5, 2018
George Balis



Bloomington Township

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Bloomington, IL 60108

(630) 529-7715
(630) 529-8074 fax
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DEC 06 2018

Michael D. Hovde, Jr.
Supervisor

Town Clerk: Joyce M. Hundhausen
Board of Trustee: Michael McGinn
Branka Poplonski
Joseph G. Salerno
Robert P. Tolentino

November 30, 2018

Andrew J. Maglio, Mayor
Village of Roselle
31 S. Prospect Street
Roselle, IL 60172

Dear Mayor Maglio,

RE: Intergovernmental Agreement regarding Mosquito Control

After enjoying the last five years without any contract increases, Clarke is now requiring some nominal increases for pricing over the next four years for our Township-wide mosquito coverage. Clarke attributes the increase primarily to the cost increases in their materials. Our contract will continue to provide all the services of the prior years, including the eight community-wide adult sprayings. Additional truck/ATV treatments for community special events has been increased to include up to sixty treatments.

Attached please find a new Appendix A to our agreement setting forth the yearly cost for each municipality and the 50% share as covered by the Township. The increase for the 2019 season amounts to about 1.9% and will be locked in for the 2020 season without further increase. Additional increases for each of 2021 and 2022 to be at the lesser of 2.5% or the CPI-U cost of living increase from December to December. Please note the monthly installments shown are for the four months of billing, April through July.

Please review our active intergovernmental agreement and update the dates for the new contract period to be the four years of 2019 through 2022. Substitute the new Appendix A and provide the Township a copy along with your resolution approving the contract extension based on the pricing listed in the new Appendix A. We would like to make as much use of the existing inter-governmental agreements as possible to minimize new legal review. Please let us know of any issues or concerns before re-writing your prior agreements.

If you should have any questions, please feel free to call me or discuss this matter with our Township Administrator, Ray Wanders at (630) 529-7715.

Very truly yours,


Michael D. Hovde, Jr.
Bloomington Township Supervisor

cc: Jeffrey O'Dell, Village Administrator