

METROPOLITAN
MOSQUITO CONTROL DISTRICT

EXECUTIVE COMMITTEE

September 23, 2020

9:15 am

Information Packet

METROPOLITAN MOSQUITO CONTROL DISTRICT M E E T I N G A N N O U N C E M E N T

COMMITTEE: **Executive Committee Meeting**
 Metropolitan Mosquito Control District
 2099 University Avenue West
 St. Paul, MN 55104

DATE: **Wednesday, September 23, 2020**
TIME: **9:15 AM**

A G E N D A

1. Approval of Minutes for June 24, 2020 Meeting*
2. Intergovernmental Issues – (Peg Larsen, Kim Scott)
3. Approve MESB Lease Renewal (2021-22)*
4. Approve Lobbyist Contract Renewal (2021-22)*
5. Executive Director’s Report
6. Other Issues
7. Adjournment

* Action Requested

Commissioner Robyn West	Anoka County
Commissioner James Ische	Carver County
Commissioner Liz Workman	Dakota County
Commissioner Jeff Johnson	Hennepin County
Commissioner Mary Jo McGuire	Ramsey County
Commissioner Tom Wolf	Scott County
Commissioner Gary Kriesel	Washington County

Next Commission Meeting: Wednesday, October 28, 2020, 9:15 a.m.
Next Executive Committee Meeting: Thursday, November 19, 2020, 9:15 a.m.

METROPOLITAN MOSQUITO CONTROL DISTRICT
EXECUTIVE COMMITTEE

MINUTES
June 24, 2020
9:15 a.m.

Chair Liz Workman called the meeting to order at 9:15 a.m. Due to the ongoing COVID-19 pandemic, this meeting was conducted remotely using GoToMeeting software. Roll call votes were recorded for each item because this meeting was conducted remotely.

Roll Call:

Commissioner Robyn West	Anoka County
Commissioner Liz Workman	Dakota County
Commissioner Jeff Johnson	Hennepin County
Commissioner Mary Jo McGuire	Ramsey County
Commissioner Tom Wolf	Scott County
Commissioner Gary Kriesel	Washington County

Staff:

Stephen Manweiler, Executive Director
Arleen Schacht, Business Administrator

Visitors:

Kim Scott, RCS Consulting
Peg Larsen, RCS Consulting
Joe Langel, MMCD Legal Counsel

Chair Liz Workman welcomed all in attendance and thanked them for attending the meeting.

Commissioner Tom Wolf offered the following resolution and moved its adoption.

*Approval of May 27,
2020 Executive
Committee
Meeting Minutes*

Resolution 1:

Resolved, that the May 27, 2020 Executive Committee Meeting minutes be approved as presented.

Commissioner Robyn West seconded the motion.

The Commissioners voted as follows.

Commissioner Robyn West	Yes
Commissioner Liz Workman	Yes
Commissioner Jeff Johnson	Yes
Commissioner Mary Jo McGuire	Yes
Commissioner Tom Wolf	Yes
Commissioner Gary Kriesel	Yes

The resolution was adopted unanimously.

Arleen Schacht reported that Redpath and Company conducted the audit of the MMCD financial statements ending on December 31, 2019. The audit was largely conducted remotely because of COVID-19 but went well. The goal of the independent audit was to provide reasonable assurance that the financial statements of the MMCD for the year ended December 31, 2019, are free of material misstatement. Redpath and Company has issued an unmodified opinion on the MMCD's financial statements for the year ended December 31, 2019. A representative of Redpath and Company will provide a detailed report of their audit results at the meeting of the Metropolitan Mosquito Control Commission on July 22, 2020.

*Financial Auditor's
Report*

Peg Larsen reported that the Legislature ended the special session without finishing much. They did pass legislation to support small businesses impacted by COVID-19. Disagreements between legislators prevented passage of other legislation including police reform and bonding.

Legislative Update

Kim Scott described various environment bills including legislation prohibiting neonicotinoid use in Wildlife Management Areas and granting authority to cities to regulate or ban pesticides (SF 4531 by Senator Dziedzic and HF 4661 by Representative Jordan). No environment bill passed. We are in contact with Sen. Dziedzic and Rep. Jordan about language modifications to protect MMCD's ability to control vectors similar to language Rep. Wagenius added to her legislation (HF 1255).

Stephen Manweiler reviewed the overall District goals for 2020 that include (1) providing as much service as possible while adhering to COVID-19 safety requirements and (2) preserving our current cash reserves to insulate the District from negative economic impacts in 2020, 2021 and thereafter.

*2020 Expenditure
Update*

As of mid-June, the number of acres worth of aerial larval control completed in 2020 (95,691) is very similar to 2017 (94,882) and 2019 (96,752). July-Sept weather forecasts predict slightly warmer than average and slightly drier than average conditions in 2020. The season total

average between 2010 and 2019 is 236,881 acres worth of aerial larval control completed. The July-Sept total average is 83,949 acres.

In 2020, 141,190 acres remain to satisfy service demands before exceeding 236,881 acres. The July-Sept total exceeded 141,190 acres during only two years between 2010 and 2019. We anticipate a good chance of meeting our expenditure goal if the weather forecasts are accurate.

Our long-term plan initiated in 2016 includes annual levy increases and smaller annual budget increases until the levy and budget are equal (funding/resources equal planned expenditures). In 2017 we cut \$1.2 million in services (difference between the 2017 budget and levy) to rebuild cash reserves. Cash reserves were restored to the minimum level recommended to support District cash flow needs by the end of 2019. In January 2020, the difference between the budget and levy was about \$800,000. We planned to restore \$400,000 worth of services cut in 2017.

*Longer-Term
Budget/Funding
Plan*

Due to COVID-19, we are recommending a pause in levy and budget increases in 2021 (0% increase in 2021) with another review in 2021 to determine how to resume the plan. The levy and budget would have become equal in 2025. Pausing the plan in 2021 will delay budget – levy parity until 2026.

Because of expected COVID-19 related levy shortfalls in 2020, we have cancelled most of the service restorations planned in January to preserve District cash reserves. Service restorations planned in 2021 also will be reduced by pausing budget and levy increases in 2021 and the potential economic impact of COVID-19 in 2021.

Stephen Manweiler reported that Governor Walz announced Phase III of the Stay Safe MN plan, including a gradual turn of the dial to allow cautious and safe re-opening of indoor dining, gyms, and entertainment venues beginning Wednesday, June 10, 2020. Because it is an essential service, District operations have been permitted so long as a COVID-19 preparedness plan had been developed that satisfies CDC and Minnesota Department of Health recommendations. Since mid-March we have changed operations significantly including all staff working remotely as much as possible. Phase III continues to mandate remote working when possible meaning that District operations will continue unchanged unless significant new recommendations are forthcoming from the CDC and Minnesota Department of Health.

*Executive
Director's
Report*

Multiple District employees have expressed a desire to help communities impacted by COVID-19 and social unrest. The District's Sustainability Team is collecting donations of food and basic necessities to be delivered

to local organizations. This is an expansion of ongoing support, primarily by adding more basic necessities to food donations.

We developed a statement of solidarity that our Public Affairs has posted on our website, FaceBook, and other communication venues. This statement of solidarity incorporates feedback from MMCD legal counsel and is comparable to similar statements issues by counties.

Given the July – September weather forecasts (slightly warmer and drier than typical), the remaining season may favor higher populations of *Culex pipiens* which may increase human WNV risk. No WNV positive mosquitoes have been detected yet although we still are early in this season.

Chair Liz Workman asked if there was anything else to come before this meeting. Nobody mentioned any additional items. Chair Liz Workman declared the meeting adjourned at 9:40 a.m.

*Other Issues and
Adjournment*

METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

September 23, 2020

Requested by:

Stephen Manweiler
Arleen Schacht

Action Requested:

Approve MESB Lease Renewal (2021-22)

Background:

The Metropolitan Emergency Services Board has been renting space from the MMCD since the mid-1990s. The current rental (lease) agreement will expire on December 31, 2020. Since the beginning of this agreement (January 1, 2019) utility and operating expenses have increased. The current rent is \$25,644 per year and will increase 3% to \$26,412 per year (\$2,201 per month). The new agreement is unchanged except for the new monthly rent. The MESB Board will review the new agreement at their October 29, 2020 Board meeting for approval.

The agreement also includes the text of Memorandum of Agreement (MOA) negotiated by MMCD and MESB in 2009 that describes situations when the Metropolitan Emergency Services Board (MESB) has proposed using the Boardroom (205) at the Metro Counties Government Center as a Multi-Agency Coordination Center (MACC).

Resolution:

Whereas, the current rental agreement between MMCD and MESB will expire on December 31, 2020, and the utility and operating expenses have increased since the initiation of the current agreement,

Be it now resolved, the new rental agreement between MMCD and MESB increases the annual rent to \$26,412 and includes the MOA language about Boardroom (205) use by MESB under certain circumstances.

LEASE

This lease, entered into as of the first day of January, 1, 2021, between Metropolitan Mosquito Control District; a government corporation (hereinafter called "Lessor") having an address of 2099 University Avenue West, St. Paul, Minnesota 55104-3431 and the Metropolitan Emergency Services Board, a Minnesota joint powers organization (hereinafter called "Lessee"). 2099 University Avenue West, St. Paul, Minnesota 55104.

1. DEMISE: Lessor leases to Lessee and Lessee leases from Lessor the following: the office space described in the attached document marked as Exhibit "A" and made a part hereof (the "Office Space"), located at 2099 University Avenue West, St. Paul, Minnesota. In addition, Lessee shall have the right, in common with Lessor and those lawfully claiming under Lessor, to use the driveways, sidewalks, parking areas, entryways, staircases, elevators, lavatories, and other common facilities on the Land and the Building (the "Common Areas"). See (Exhibit "B").

2. TERM: To have and hold said Office Space together with all rights, easements, privileges and appurtenances thereunto belonging (all of which are hereinafter collectively referred to as the "Premises") unto Lessee for a term commencing January 1, 2021, the date that the Lessee takes possession of the Premises (the "Commencement Date") and ending on the last day of December 2022.

3. OPTION TO RENEW: It is agreed that Lessee is granted the option to renew this lease under the same terms and conditions, or modified terms and conditions as the Lessee and Lessor may mutually agree to, for additional periods agreed to.

To exercise said option Lessee must notify Lessor in writing no later than thirty (30) days before the expiration of this lease.

4. USE OF PREMISES: The Premises shall be used and occupied by Lessee for general office and for public meetings. Lessee shall be entitled to use the Board room in the Building, at no additional cost and shall have priority over non-tenants for scheduling use of the Board room. The Board room (room 205) may be used when an event occurred that interrupted or overwhelmed regional response capabilities as described in a Memorandum of Agreement between the Lessor and Lessee (Exhibit "C").

5. RENT: Lessee covenants to pay Lessor, without demand, rent for the Premises in monthly payments of: \$2,201.00, for the period from January 1, 2021 through December 31, 2022. Lessee and Lessor agree that they may, from time to time, share resources for their mutual benefit, and that any charges that they agree to for any items shared will not be part of this lease, but may be added to or subtracted from lease invoices for purposes of simplified payment.

6. BUILDING SERVICES: Lessor shall furnish Lessee the following services:

A. Maintenance, repair, cleaning/custodial/janitorial services including trash removal and snow and ice removal for Building and Land, (Exhibit C) including, but not limited to, the Common Areas and the Premises;

B. Heat and air conditioning service throughout the year for the Building and the Premises to the extent required to maintain comfortable interior temperatures, proper humidity and ventilation;

C. Public toilet facilities on each floor of the Building;

D. Gas, electricity and water (In the event gas, electricity or water rates are increased during the terms of this lease or its renewal, Lessee agrees to pay its proportionate share of any increase), which shall be payable as additional Rent.

Lessor shall make such repairs or replacements to Building utility distribution lines and other facilities as may be required to restore any such service interrupted or suspended. In the event of an interruption or suspension of, or fluctuation in, any Lessor provided building service which continues for a period of five (5) or more consecutive days of Lessee's normal business operation and which, in the opinion of Lessee deprives Lessee of beneficial occupancy of the Premises, Lessee shall have the right to provide such substitute service at the sole

cost, risk, and liability of Lessor, but such cost, risk, and liability not to exceed the rents payable for the applicable period, and deduct the actual cost thereof from the next payment(s) of rent.

7. LOSS OR DAMAGE TO PROPERTY: All personal property belonging to Lessee or any other person located in or about the Premises or the Building shall be there at the sole risk of Lessee or such other person, and neither Lessor nor Lessor's agents or employees shall be liable for the theft or misappropriation thereof, or for any damage or injury thereto, or for the death or injury of Lessee or any other persons or damage to property caused by water, snow, frost, steam, heat, cold, dampness, falling plaster, explosions, sewers or sewage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds, or by any act or neglect of other tenants or occupants of the Building, or of any other person, or caused in any other manner whatsoever, unless the same shall proximately result from the negligence of Lessor or Lessor's agents or employees or from failure of Lessor to perform its obligations hereunder.

8. HOLDING OVER: Should Lessee remain in possession of the Premises after the expiration of the term of this lease as the same may have been extended, then, unless a new agreement in writing shall have been entered into between the parties hereto, Lessee shall be a tenant from month to month. Lessee shall be required to give a sixty (60) day notice before vacating the Premises. Such tenancy shall otherwise be subject to all of the covenants and agreements of this lease, at a monthly rental equal to the last monthly installment of rent payable hereunder.

9. ASSIGNMENT AND SUBLETTING: Lessee shall not assign, mortgage, hypothecate or convey this lease or any interest therein, or sublet the Premises or any part thereof, without in each case the prior written consent of Lessor which shall not be unreasonably withheld or delayed. Lessor hereby consents to the transfer of Lessee's interests hereunder to a successor organization; provided, however, that such transferee shall assume the duties and obligations of Lessee hereunder, and provided, further, that Lessee shall not be relieved of liability therefore.

10. SURRENDER: At the expiration of the term hereof, Lessee shall quit and surrender the Premises, together with all installations, improvements, and alterations (including partitions) which may have been installed by Lessor or Lessee (except Lessee's property as provided for in Paragraph 12 below), broom clean and in as good condition as when possession was accepted by Lessee; reasonable use, wear and tear, loss or damage by fire, the elements or other casualty and taking by eminent domain excepted. If Lessee fails to remove Lessee's equipment that it has a right to remove from the Premises within thirty (30) days of the date Lessee is required to surrender the Premises, Lessee shall be conclusively presumed to have abandoned the same, and ownership thereof shall forthwith vest in Lessor without payment or credit to Lessee. If Lessee fails to remove said equipment at the expiration of the term hereof, Lessee shall be responsible for payment of rent on a per diem basis for so long as said equipment remains on the Premises, for up to thirty (30) days.

11. USE OF PREMISES BY LESSEE: Subject to the obligations of Lessor set forth in Paragraph 6 above, Lessee shall take good care of the Premises and the fixtures and improvements therein and will not sell or store therein any spirituous, malt or vinous liquors, or any narcotic drugs; will not make or permit any use of the Premises which is forbidden by ordinance, statute or government regulation or which may increase the premium cost of, or invalidate, any policy of insurance carried on the Building or covering its operation, and will comply with, the Rules and Regulations, if any. Lessee shall give prompt notice to Lessor in case of fire or accident in the Premises or of any defects, damage or injury therein or to any fixtures or equipment.

12. LESSEE'S PROPERTY: Lessee shall have the right to place in the Premises at such locations therein as Lessee may from time to time determine, Lessee's furniture, trade fixtures and business office machines and equipment. Such personal property shall be and remain the property of Lessee, and may be removed, replaced or supplemented by Lessee, at any time during the lease term, upon its expiration or upon its earlier termination in any manner; Lessee, however, agreeing to repair at Lessee's expense any damage to the Premises and the Building caused by such placement or removal.

13. UNTENANTABILITY: If the Premises shall be partially damaged by fire or other casualty, acts of God or other cause, and such damage can reasonably be repaired within sixty (60) days after such damage occurs, then this lease shall remain in full force and effect and the damage to the Premises shall be promptly repaired by the Lessor within such period. Rent shall be abated until such repairs are completed and full possession of the Premises is restored to Lessee on a per diem basis proportionate to the extent and for the period that the

Premises are unfit for occupancy. Provided Lessor commences promptly and proceeds diligently with such repair, Lessor shall incur no liability on account of any delay in the completion of such repairs which may arise by reason of labor difficulties or any other cause beyond Lessor's control. If the Premises or the Building are made unfit for occupancy by fire or other casualty, acts of God or other cause, to the extent to which such cannot reasonably be repaired within sixty (60) days after such casualty, Lessor and Lessee shall each have the right to elect to terminate this lease as of the date when the Premises or the Building are so made unfit for occupancy, by written notice to the other within fifteen (15) days after that date. If this lease is not so terminated, Lessor shall repair, restore, or rehabilitate the Premises and the Building at Lessor's expense within ninety (90) days after the damage, and rent shall be abated on a per diem basis proportionate to the extent and for the period that the Premises or the Building are unfit for occupancy. In the event Lessor shall not substantially complete the work within said 90-day period, Lessee shall again have the right to elect to terminate this lease, as of the date of such damage, by written notice to Lessor not later than ten (10) days after the expiration of said 90-day period. Rent shall continue to be abated on a per diem basis to the extent and for the period that the Premises or the Building are unfit for occupancy. In the event of termination of this lease pursuant to this paragraph, rent shall be apportioned on a per diem basis to and including the date Lessee surrenders possession of the Premises.

14. **EMINENT DOMAIN:** If the whole or any part of the Premises, the Building or the Land shall be appropriated, condemned, taken or otherwise acquired by any public or quasi-public authority under the power of eminent domain, condemnation or other proceedings (a "Taking"), and, in the opinion of Lessee, such Taking makes it impractical for Lessee to continue beneficial occupancy of the Premises, then Lessee shall have the right and option to terminate this lease by giving written notice to Lessor within sixty (60) days next following notice for such Taking, in which event this lease and the estate hereby created shall terminate and wholly expire on the earlier of the date legal title shall vest in the appropriator, or, condemnor or the date following Lessee's notice of termination on which Lessee surrenders possession of the Premises, and all rent shall be prorated and adjusted as of said date. In no event shall Lessee have any claim against Lessor by reason of any Taking; provided, however, that Lessee hereby reserves the right to any award or compensation separately recoverable for loss of business, moving, and relocation expenses or otherwise.

15. **DEFAULT:** If the rent or any part thereof shall at any time be in arrears and unpaid, and shall so remain for twenty (20) days following written notice by Lessor to Lessee, or if Lessee shall fail to keep and perform any of the other covenants, agreements or conditions of this lease on its part to be performed within thirty (30) days following written notice of such default, except that Lessee shall not be in default hereunder if such performance shall require more than thirty (30) days to complete and Lessee undertakes such performance within such period and proceeds with completion of such performance or if Lessee shall abandon or vacate the Premises during the term hereof, or if the interest of Lessee in the Premises shall be sold under execution or other legal process; then, in any such event, Lessor may enter in and upon the Premises and again have and repossess and enjoy the same as if this lease had not been made, and thereupon this lease and every obligation herein contained on the part of Lessee to be kept and performed shall cease, terminate and be utterly void; without prejudice, however, to the right of Lessor to recover from Lessee or its successors or assigns all rent due up to the time of such entry. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment or otherwise, after any default by Lessee, shall be equivalent in every respect to actual entry by the Lessor. In case of any such default by Lessee and entry by Lessor, Lessor shall use best efforts to relet the Premises for the remainder of said term for the highest rent obtainable and may recover from Lessee any deficiency between the amount so obtained and the amount of rent hereinbefore reserved.

16. **QUIET ENJOYMENT:** Lessor and heirs, personal representatives, successors and assigns do hereby warrant that it/he/she/they have good and marketable fee simple title to the Land and Building and have the lawful authority to make this lease, and shall defend the Lessee in the quiet enjoyment and peaceable possession of the Premises during the term of this lease and any extension thereof against the claims of all persons whatsoever.

17. **SIGNS:** Lessor, at its expense, shall provide a sign in the parking lot and a sign at the front entrance of the Premises identifying the Building as the offices of the Metropolitan Emergency Services Board. Lessor, at its expense, shall install signs on the doors or walls outside of any rooms which are included in the Premises, identifying the Premises as the offices of the Metropolitan Emergency Services Board. Lessee may place meeting notices on the bulletin board in the lobby area of the Building. Lessee may also place temporary signs near the Board room on those days the Board room is used by Lessee.

18. LIABILITY: Lessor and Lessee agree that each will be responsible for its own acts and the results thereof, to the extent authorized by law, and shall not be responsible for the acts of the other and the results thereof. The liability of each shall be governed by the provisions of Minnesota Statutes Chapter 466.

19. WAIVER OF SUBROGATION: Lessor and Lessee each hereby release the other and their respective agents and employees, from any claim for damage or destruction to the Premises, the Building or the contents thereof belonging to either, or for business interruption of either, caused by fire or other peril usually covered by fire, extended coverage vandalism and malicious mischief insurance in the amount of the full replacement cost thereof, whether or not such insurance is maintained and in effect, and whether or not any proceeds of insurance are recoverable thereon, whether the loss shall be due to the negligence of either of them or otherwise. It is further agreed that this release or consent thereto shall be included (to the extent same is permitted by the chosen carrier and/or is legally effective) in any insurance coverage carried by either party on the Premises, the Building or property situated therein so that this release shall be binding upon the respective companies carrying such insurance on the Premises, the Building or the contents thereof.

20. INDEPENDENT CONTRACTOR: It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of a joint venture or partnership between the parties hereto or as constituting the Lessor as the agent, representative or employee of the Lessee for any purpose or in any manner whatsoever. Lessor is to be and shall remain an independent contractor under this Agreement.

21. RECORDING: If either of the parties hereto desire to record this lease, Lessor and Lessee agree to execute a Memorandum of this lease, which Memorandum of Lease may then be recorded in the Office of the County Recorder of the county in which the Land and Building are located, at the expense of the party desiring recordation.

22. PARAGRAPH HEADINGS: The paragraph headings appearing in this lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe the scope and intent of this lease, or any paragraph hereof, nor in any way affect it.

23. NOTICES: All notices which may be necessary or proper for either party to serve upon the other shall be effectively served if sent by certified mail, return receipt requested, to the parties hereto at the address set forth in the caption of this lease or at such other address of which one party may so notify in writing the other from time to time.

24. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by said parties or their respective successors or assigns in interest.

IN WITNESS WHEREOF, Lessee and Lessor have executed triplicate counterparts of this lease on the day, month and year first above shown.

Lessor: METROPOLITAN MOSQUITO
CONTROL DISTRICT

Lessee: METROPOLITAN EMERGENCY
SERVICES BOARD

By: _____
Chair

By: _____
Chair

Business Administrator

Date: _____

Approved as to form:

Date: _____

Approved as to form:

MMCC Counsel

Date: _____

MESB Counsel

Date: _____

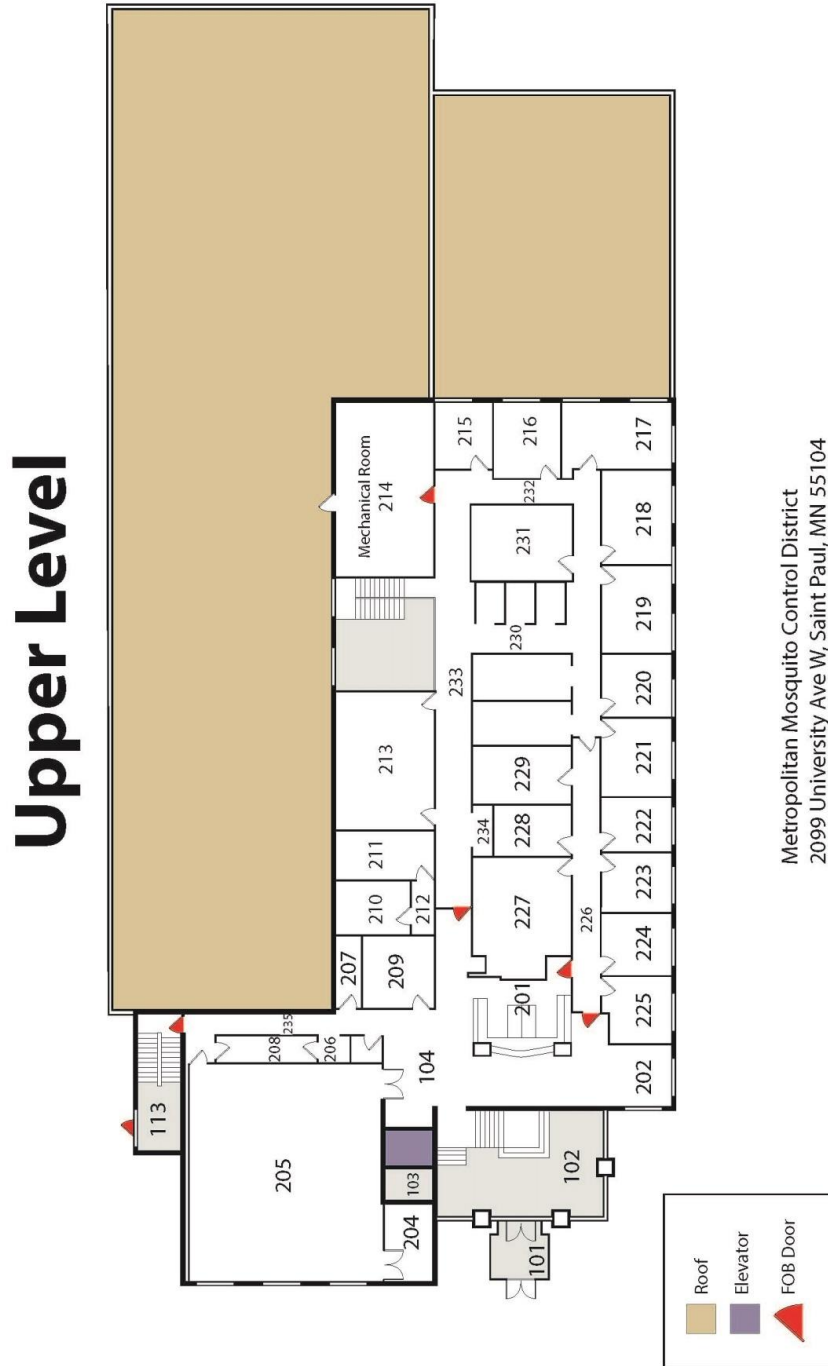
EXHIBIT "A"

Four (4) offices, #'s 222, 223, 224 & 225.	864 sq. ft.
Rm 227 conference room	334 sq. ft.
Rm 228 break/work room	140 sq. ft.
Rm 229	198 sq. ft.
Rm 208 Admin Asst. area	144 sq. ft.
Rm 221	200 sq. ft.
Rm 220	153 sq. ft.
Rm 230 Two (2) Cubicle (48sq. ft. each)	98 sq. ft.
GIS Technician (Rm 233)	120 sq. ft.
Rm 117 Garage Storage 254*.5	127 sq. ft.
Rm 119 Garage Storage 265*.5	132.5 sq. ft.
Rm 115 Pallet shelving 135*.75*.5	50.625 sq. ft.
Rm 115 Garage space (storage for trailers)	630 sq. ft.
Total	3,191.125 sq. ft.

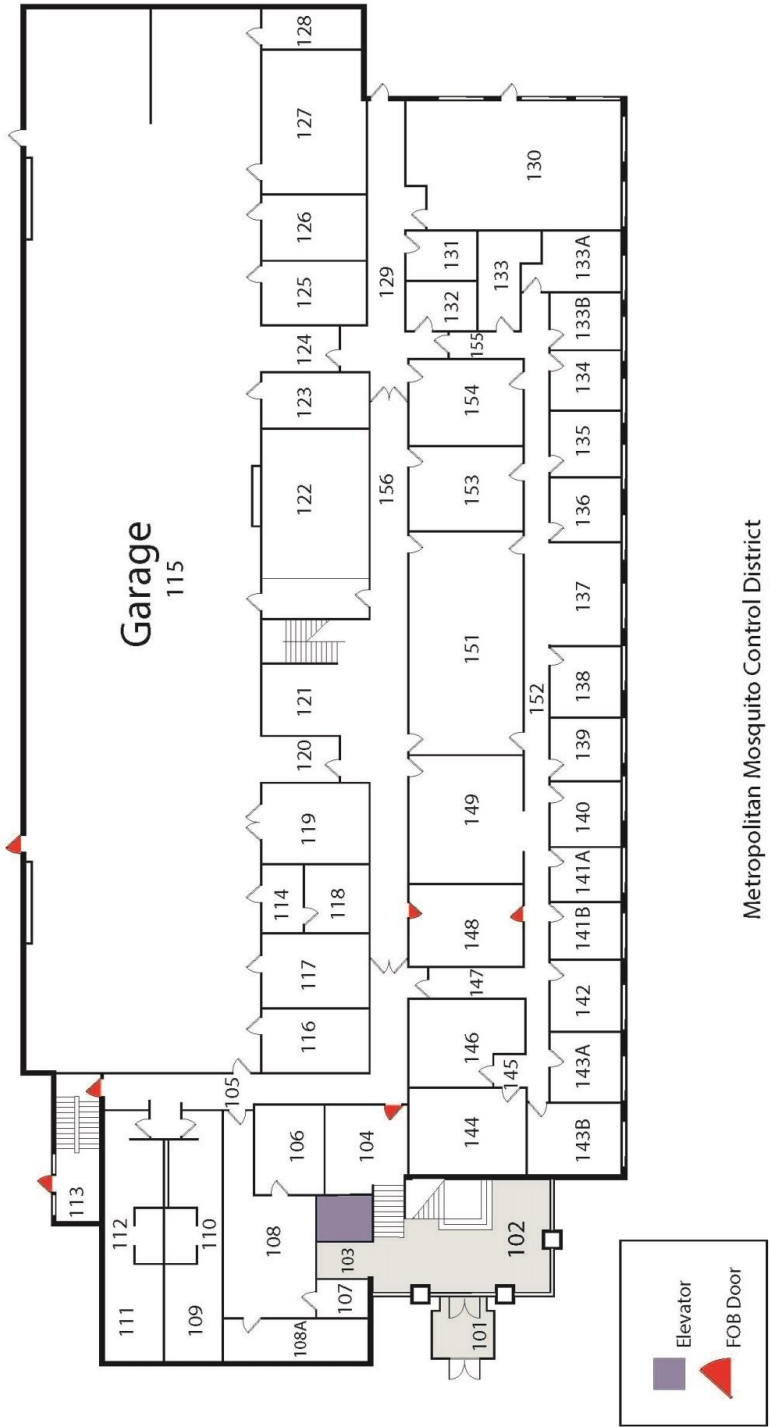
Note: See Exhibit "B" for room locations in St. Paul Building.

EXHIBIT "B"

Building plan (room layout): 2099 University Avenue West, St. Paul, MN 55104



Lower Level



Metropolitan Mosquito Control District
2099 University Ave W, Saint Paul, MN 55104



Website: www.mmcd.org

METRO COUNTIES GOVERNMENT CENTER
2099 UNIVERSITY AVENUE WEST
SAINT PAUL, MN 55104-3431
SERVICE

PHONE: 651-645-9149
FAX: 651-645-3246
TTY USE MINNESOTA RELAY

EXHIBIT "C"

Memorandum of Agreement between the Metropolitan Mosquito Control District (MMCD) and the Metropolitan Emergency Services Board (MESB)

I. Basis of Agreement.

- A. The Metropolitan Emergency Services Board (MESB) has proposed using the board room (205) at the Metro Counties Government Center as a Multi-Agency Coordination Center (MACC). This room would be used when an event occurred that interrupted or overwhelmed regional response capabilities. The MACC would be the location used to assemble top representatives from multiple agencies and disciplines to coordinate the sustained response to an event or incident.

Examples of when a MACC may be needed:

- When an emergency extends beyond two or more jurisdictions and exceeds the local agency or hospital capacities, such as a large or multiple tornadoes, floods, or terrorist attacks.
- When a national, state-wide, or region-wide emergency occurs, such as an influenza pandemic.
- When multiagency coordination is needed to facilitate policy coordination, such as the 2008 Republican National Convention where the EMS entity of the MESB assembled, staffed, and operated an EMS specific MACC and deployed strike teams from the Metropolitan Counties Government Center.

II. Board room upgrades.

- A. The board room can seat up to 50 individuals in a classroom setting and with a number of upgrades could provide state-of-the-art interoperable communications including data voice, radio access and video conferencing. The upgrades would be accomplished using Homeland Security and Emergency Management grant funds.

The proposed upgrades for the board room:

- SMART Board technology with HD projector

- HD projector for the existing big screen
- Technology podium and "Symposium" technology for the SMART board
- Integrated sound/recording system
- Videoconferencing capability -interoperable with other systems in region; (portable - could be used in other conference rooms)
- Flat screen monitors for videoconferencing system;
- Additional 20-30 phone lines;
- Additional fiber optic data link; and
- Ancillary IT hardware/backup.

In addition, a backup power (automatically switched) station would be installed.

III. Guidelines for MACC use.

A. MMCD and MESB agree that the following guidelines shall apply in operating the board room as a MACC.

1. The Executive Directors of both MMCD and MESB after consultation with their respective board chairs must agree that an event or incident rises to the level of need to implement the board room to MACC status.
2. MMCD maintains ultimate control of who is authorized to enter its property at 2099 University Avenue West. MESB will provide MMCD a list of people who require access to the building and at what times for any particular event or incident. MMCD would also require those individuals to wear a badge or other visible identification. MMCD and MESB will work together to facilitate access to the building while maintaining a safe secure workplace for their employees and the public.
3. The MESB will be responsible for any maintenance or repair costs associated with operating the board room as a MACC.
4. If other meetings scheduled for the board room are impacted due to MACC status MMCD's Administrative Secretary will contact the appropriate groups.
5. Any other expanded use of the board room would have to be mutually agreed upon by the governing boards of MMCD and MESB.

IV. Review of Memorandum of Agreement

- A. This memorandum of agreement shall become effective as soon as it is signed by both parties and will remain in force until revised unless terminated by mutual consent or by either party after 30 days advance written notice to the other party.
- B. This agreement may be modified at any time by mutual agreement. MMCD and MESB will review this agreement annually beginning December 1 and will be completed no later than January 31.

METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

September 23, 2020

Requested by:

Stephen Manweiler
Arleen Schacht

Action Requested:

Approve Lobbyist Contract Renewal (2021-22)

Background:

In late 2007, the Commission chose Capitol Gains (John Kaul and Peg Larsen) to represent MMCD in part to be sure MMCD was represented equally with both the republican and democratic parties. The Commission approved a cap of \$20,000 per year to the cost for these services. John Kaul and Peg Larsen have provided very effective representation of MMCD to all legislators since January 2008.

John Kaul retired on December 31, 2018. Peg Larsen recommended that Kim Scott join her (as RCS Consulting) to ensure representation to democrats with Peg continuing to ensure representation to republicans. RCS Consulting did not raise its annual fee of \$20,000 in 2019 and has continued to provide excellent representation to MMCD. The recent Monarch butterfly kill observed the morning after an aerial adulticide treatment by the Cass County Vector Control District in Fargo, North Dakota on August 27, 2020 will almost certainly be voiced as justification for local cities to be granted authority to regulate pesticides during the next legislative session. Having lobbyists with ongoing good relationships with legislators will help MMCD preserve its ability to protect public health while also protecting pollinators, Monarchs and other non-target organisms.

Resolution:

Whereas, RCS Consulting has represented MMCD very effectively to the Legislature in 2019 and 2020, and;

Whereas, the contract between RCS Consulting and the MMCD ends on December 31, 2020, and;

Whereas, RCS Consulting has developed contacts and relationships with legislators that will serve as a foundation for MMCD to educate legislators about its services and potential impact upon those services by proposed legislation in 2021 and thereafter, and;

Whereas, RCS Consulting has agreed to provide the same services with no change its annual fee of \$20,000 through 2022,

Be it now resolved, that the current contract between RCS Consulting and MMCD be renewed through December 31, 2022.

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT is entered into this ____ day of _____, 2020, between **METROPOLITAN MOSQUITO CONTROL DISTRICT** ("District"), and **RCS Consulting, Inc.**, ("Consultant").

WHEREAS, the District desires to engage the Consultant to provide certain technical and/or professional services, and in consideration of the mutual promises and covenants contained in this contract, the parties agree as follows:

I. SCOPE OF SERVICES

The District agrees to engage the Consultant, and the Consultant agrees to provide in a satisfactory and proper manner, the services specified in the four (4) page RCS Consulting, Inc. document, which is attached to and made a part of this contract.

II. COMPENSATION/METHOD OF PAYMENT

2.01 Compensation. The total, annual compensation to be paid to the Consultant by the District for services provided within the scope of services of this contract shall be \$20,000.00.

2.02 Method of Payment. The District shall convey to the Consultant an amount of \$1,666.67 or \$1,666.66 as appropriate, on or about the first business day of each month of the contract term, beginning with January, 2021. This method of payment is expressly recognized by both parties as a simple convenience of payment of the agreed-to contract amount.

III. GENERAL PROVISIONS

3.01 Period of Performance. The services of the Consultant shall commence on January 1, 2021, and shall terminate on December 31, 2022.

3.02 Renewal. This contract may be renewed with the mutual agreement of both parties evidenced in writing.

3.03 Work Product. The client-specific content, but not the form and structure, of all reports, data, materials, information and other work products prepared in connection with the provision of services contemplated, shall become the property of the District and shall not be published or made available to any individual or organization without the prior written approval of the District or an order of a court of proper jurisdiction.

3.04 Amendments. The terms of this contract may be changed by mutual agreement of the parties. Such changes shall be effective only on the execution of written amendment(s) signed by the District and the Consultant.

3.05 Assignability. It is recognized that one of the District's inducements to enter into this contract is the Consultant's unique combination of training, experience, and knowledge in the fields of the legislative process and access to elected and appointed officials. As such, the Consultant agrees not to assign or transfer this contract without receiving the prior express written consent of the District. Nothing in this provision, however, is intended to limit or restrict in any way the Consultant's freedom to hire, train, and utilize as he sees fit, any assistant(s), agent(s), employee(s), representative(s), contractor(s), or service(s); the Consultant will notify the District in advance of such if reasonably related to the professional services to be provided to it.

3.06 Audits and Inspection. The Consultant agrees to keep and maintain during the performance of this contract and for a period of three years following its completion, records and files relating to the final financial aspects of this contract including, if applicable, payrolls, time records, invoices, receipts, and vouchers, and other records and files relating to the services performed. The Consultant further agrees to allow the District, its designated agents, or appropriate federal or state personnel to enter on the Consultant's premises, at reasonable and mutually agreed to time(s), to inspect, copy and/or audit the above records, and files, and inspect and review, if applicable, the equal employment opportunity and affirmative action programs of the Consultant.

3.07 District's Authorized Agent. The District's authorized agent for purposes of administration of this contract is Stephen Manweiler, its Executive Director.

3.08 Conflict of Interest. The Consultant certifies that, to the best of his knowledge, no employee, official, or officer of the District or other agency interested in the contract, has any pecuniary interest in the business of the Consultant or in the contract. Further, that no person associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the contract.

3.09 Liability. The Consultant agrees to indemnify and save and hold the District, its agents, officials, officers, and employees harmless from any and all claims or causes of action arising from the grossly negligent performance of this contract by the Consultant or the Consultant's agents and employees. This clause shall not be construed to bar any legal remedies the Consultant may have pursuant to this contract. The Consultant shall provide, on demand, applicable certificates of insurance (e.g. workers compensation and/or general liability), or evidence that same are not required by statute.

3.10 Termination of Contract. The District and the Consultant shall both have the right to terminate this contract at any time and for any reason by submitting written notice of termination to the other party at least thirty (30) days prior to the specified effective date of termination. In addition, each shall have the right to terminate this contract on ten (10) days written notice in the event that the other has breached any of the covenants, agreements or stipulations in this contract. In either event, on the termination of this contract, all finished and unfinished reports, data, materials, information, and other work products prepared by the Consultant pursuant to this contract shall become the property of the District and the Consultant will be paid for services performed up to the date of the contract termination. Notwithstanding the above, neither party shall be relieved of liability to the other for damages sustained by virtue of any breach of the contract.

3.11 Independent Contractor. The Consultant is an Independent Contractor and not an employee of the District and, therefore, is not entitled to any of the benefits of employment from the District.

3.12 Interpretation. The Consultant and District agree that the terms and conditions of this contract shall be governed by and interpreted under Minnesota law. In the event that any provision(s) of this contract are held to be contrary to law by a court of proper jurisdiction from whose final judgment, decree, or order no appeal has been taken within the time provided, such provision(s) shall be deemed void. All other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by the undersigned duly authorized representative on the day and year first above written.

1. CONSULTANT

2. METROPOLITAN MOSQUITO
CONTROL DISTRICT

By

By

Name, Title/Date

Name, Title/Date

By

Name, Title/Date

RCS Consulting Overview

RCS Consulting was formed in October 1999 and has since represented a broad range of clients including but not limited to: local governments; health care; public education; auto and window manufacturers; telecommunications; Indian tribes and professional sports. The two principals of the firm are Peg Larsen and Kim Scott. If RCS Consulting is selected by the MMCD Board we would work together on this account. Both principals have extensive experience in providing written and oral testimony to the Legislature.

Reporting

RCS Consulting will provide, during session(s), weekly briefs to the MMCD Board and Executive Director by means of email reports. In addition, we are will do the following:

- Upon request attend MMCD Board meetings
- Initiate regular phone communication with the Executive Director and other interested parties
- Other duties as agreed upon

Functions

Build relationships with MMCD staff and key legislators. Monitor developments in state government that impact MMCD operations. Conduct research, assist with messaging, draft bills and find sponsors. Represent the MMCD at the Legislature and with Executive Branch Support legislative consistent with mission of MMCD and oppose legislation harmful to that mission.

Past Successes

- Approximately \$1 billion in bonding projects over a 25-year period
- Millions in funding for Civil Legal Services and Minnesota Coalition Against Sexual Assault
- Millions in new money for several school districts
- Expanded levy authority for school districts
- Licensing for mental health counselors
- Policy victories for hospitals and radiation therapy facilities
- Special legislation for counties
- Protected Saturn Corporation's franchise arrangement
- Billions in operational funding for MnSCU between 1987 and 2000

Decision-making

There are times during every session when quick decisions must be made regarding certain provisions in law. A mechanism for such decision-making is in the best interest of both the MMCD and RCS Consulting. The most common approach is to invest in the Executive Director the power to make such calls. Another option is to create an executive committee of the Board empowered to make quick decisions.

Conflicts of Interest

We have no conflicts. RCS Consulting proposes a fee of \$20,000 for the 2021 Session. RCS Consulting will cover all other ordinary expenses owing to the provision of this service. This fee would cover the cost of any special session(s).

TO: COMMISSION MEMBERS
FROM: STEPHEN MANWEILER
RE: EXECUTIVE DIRECTOR REPORT
DATE: SEPTEMBER 2020

1. DIRECTOR'S INITIATIVES

Beginning on Friday, August 28, 2020 we used multiple venues to respond to the recent Monarch butterfly kill observed the morning after an aerial adulticide treatment on August 27, 2020 by the Cass County Vector Control District in Fargo, North Dakota. We have posted our responses on Facebook, Twitter and other platforms.

These posts and communications emphasized that MMCD only applies larval control materials from helicopters that are non-toxic to bees and butterflies. Our wide area use of larval control prevents the need for aerial adult mosquito control. Any adult mosquito control measures are localized using backpacks or truck-mounted foggers and staff are trained in pollinator safety and awareness. We use the least toxic but effective control materials available.

Our operations are reviewed annually by a Technical Advisory Board consisting of experts from the MN Dept. of Agriculture, Dept. of Natural Resources, Dept. of Transportation, Pollution Control Agency, University of Minnesota and more. Our Technical Advisory Board reports and other non-target impact studies are available on our website: <https://mmcd.org/publications/>. We encouraged citizens with questions or concerns to contact us. We have received a few questions.

We conducted a flu vaccination clinic at our St. Paul facility on Wednesday, September 9 (9:15 a.m. – 10:30 a.m.) for all employees and their families. Twenty-nine employees and family members participated.

2. MOSQUITO CONTROL SERVICES

Our main focus in September is inspecting cattail marshes for cattail mosquito (*Coquillettidia perturbans*) larvae to plan treatments primarily in late May and early June 2021. This mosquito overwinters in the larval stage attached to the root of cattails. In early September we treated 1,767 acres of the 15,000 acres that have been found so far with a product called Vectolex that can be applied this time of year. These treatments will reduce the number of acres that we'll have to treat next Spring. We are saving money treating some of the smaller sites using the drone applying Vectolex instead of much more expensive methoprene briquets. Using the drone to treat these sites also saves time and the risk of injury because these sites can be very difficult to treat.

So far this month significant rain has been very isolated resulting in treatment with Bti of only 176 acres by helicopter. The 10-day forecast does not include significant rain. There is a good chance that by helicopter we'll treat 24,000 acres less than last year. At this time of

year, the mosquito eggs will start to go into diapause and will not hatch until things warm up next Spring.

Adult mosquito counts remain low. Citizen mosquito annoyance calls are also low with most calls related to picking up tires.

Field Operations Supervisors will start planning time to get into the field to update maps.

The exit interviews we've had with the seasonal inspectors have been very positive. The feedback is that the protocols put in place to prevent the transmission of COVID-19 have been very effective at minimizing risk of contracting the virus while working at MMCD.

3. MOSQUITO-BORNE DISEASE

West Nile virus (WNV) activity has been documented in 37 states. Eighty-one human illnesses (three fatalities) have been reported from 18 states. There have been no WNV illnesses reported in Minnesota in 2020. Last year there were three cases and in 2018 there were 48 WNV illnesses in Minnesota at this time.

Nationally, 23 La Crosse encephalitis (LAC) cases have been confirmed in four states. No LAC cases have been identified in Minnesota thus far; however, it is not unusual to learn of cases in September or early October. Field staff continue to reduce the amount of larval habitat available for vector mosquito species. MMCD crews have eliminated 2,221 water-holding containers and 374 tree holes and we have recycled 9,402 tires.

Four eastern equine encephalitis illnesses (EEE) have been reported to CDC from two states - two in Massachusetts and two in Wisconsin. The Wisconsin cases are from Chippewa and Eau Claire counties. No human illnesses have been diagnosed in Minnesota; however, the Minnesota Board of Animal Health has confirmed one EEE illness in a horse from Aitkin County. Veterinary cases have been reported in eight other states including Wisconsin and Michigan in our region.

4. TECHNICAL SERVICES LAB

All but one of our seasonal staff has been separated. One person remains until mid-October; his responsibilities are to rear mosquitoes collected from the site where *Aedes albopictus* has been detected, identify mosquito samples, remove ticks from the small mammals collected for our *Ixodes scapularis* distribution study, and do CO₂ trap maintenance.

Typically, we have a large backlog of mosquito samples to process. We are caught up on those. For the rest of September, we will be processing and identifying the macroinvertebrates collected for the nontarget impact assessment for the black fly program. We also have New Jersey light trap samples to identify and data entry to do.

Weekly mosquito and black fly surveillance is coming to an end: black fly collections are finished on September 15 and mosquito surveillance on September 28, weather permitting.

The graph below (Figure 1) shows the average number of human biting mosquitoes collected weekly. Mosquito levels are now below the 10-year average. They should remain low throughout September as no large mosquito producing rain events have occurred since mid-August.

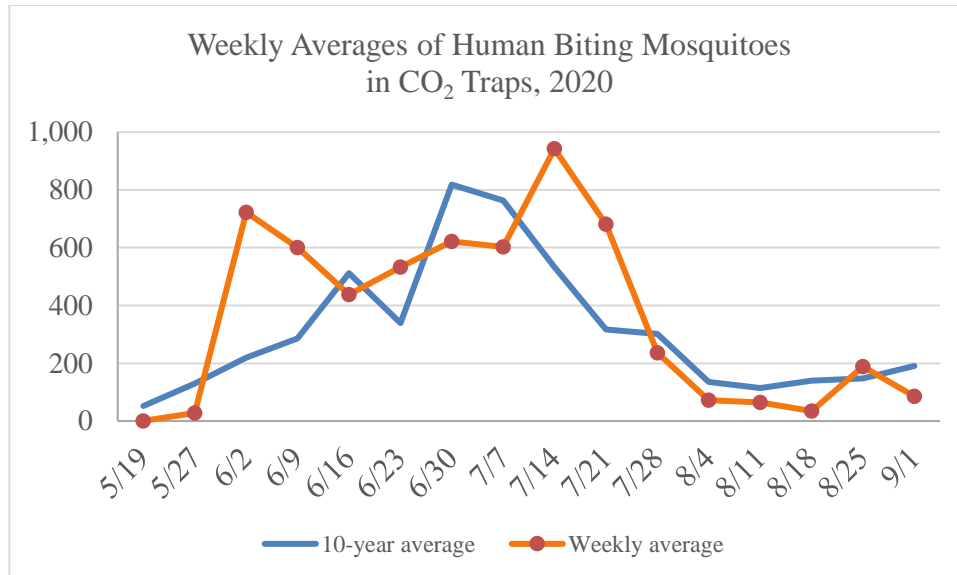


Figure 1. Average number of human biting mosquitoes per week in CO₂-baited traps in 2020 (N = 112-119). Traps are placed in various locations in the seven-county metropolitan area.

5. PUBLIC AFFAIRS

Presentations

Due to precautions over COVID-19, all public presentations are currently postponed or cancelled as are all our public events. We continue to work to find new ways to do “virtual” presentations.

Website News and Updates

With no State Fair this year, we launched several online campaigns for education and interaction with MMCD. Here are some of the resources that are available:

- Virtual State Fair Booth - <https://mmcd.org/state-fair/>
- MMCD Booth at State Fair Site: <https://www.mnstatefair.org/vendor/1317.1/>
- Mosquito Bite Games - https://youtu.be/SUvr_CDpDA8
- Field Day with MMCD FOS - <https://youtu.be/18sCNWoe15Q>
- Mosquito Alone at the Fair - https://youtu.be/zwLNRxL_T0U
- Cool Science with MMCD Entomologist - <https://youtu.be/ZCpDsm-LyRo>

School Video

We have produced a full-length video for schools to use in lieu of our in-person presentations. Teachers in Prior Lake, St. Paul, and Apple Valley have already shown it and more teachers are planning to use it in the coming months.

You can view the full video here: <https://youtu.be/ij5pVs1ee2I>

Customer Calls

Calls for August were slightly lower in 2020 than they were in 2019.

Total Calls in August 2020 = 227

Total Calls in June 2019 = 252

Calls dropped significantly from July which aligns with the drop-off in trap numbers.

Social Media

Our social media has been active this past month providing updates to the public about MMCD's response to the COVID-19 pandemic and responding to comments about gnats and mosquitoes. Here are the latest numbers:

- Facebook – 1,546 Page Likes (Up 6 from August 13)
 - Facebook.com/metromosquitocd
- Twitter – 748 Followers (Up 6 from August 13)
 - Twitter.com/metromosquito
- Instagram – 180 Followers (Up 23 from August 13)
 - Instagram.com/metromosquito

6. TICK-BORNE DISEASE

New Exotic Tick Found in the US

The Minnesota Department of Health reported to us that the red sheep tick, *Haemaphysalis punctata*, has been found in Rhode Island. This tick species is closely related to the Asian longhorned tick and is known to transmit several diseases to livestock.

MMCD Collaboration to Detect Asian Longhorned Tick

Agencies involved in collaborative surveillance include Indian Health Services (northern MN), Minnesota Board of Animal Health, USDA Animal and Plant Health Inspection Service, Minnesota Department of Health, Metropolitan Mosquito Control District, University of Minnesota, and the Wildlife Rehabilitation Center of Minnesota.

No Asian longhorned ticks have been reported found in Minnesota as of September 12, 2020.

Tick Vector Field Projects

The 2020 tick surveillance season began April 27. As of September 12, two of ten routes in the third and final round of surveillance have been completed. The first round of surveillance

was completed on June 18 and our second round on August 27. Due to impacts of COVID-19, St. Paul staff are assisting as needed in the field in 2020.

Public Education/Outreach

- We continue to alert our Facebook followers to tick activity and other items of interest and are periodically reminding people that we would like any **unusual ticks mailed to us!**
- Our Tick Risk Meter is currently set to **LOW**. Deer ticks will be out in low numbers throughout the fall, until temperatures stay consistently below 35 degrees.
- Signs to remind the public of deer ticks and disease prevention measures are being posted at dog parks and additional locations throughout the metro.
- The 2019 distribution study report is up on our website.
<https://www.mmcd.org/docs/publications/tickreport2019.pdf>