

AGREEMENT FOR MOSQUITO CONTROL

1. Purpose: The purpose of this Agreement is to allow Gering to apply pesticide control products within Terrytown for mosquito control. The Agreement concerns the corporate limits of Terrytown. Gering agrees to apply mosquito control products within the corporate limits of Terrytown. This Agreement does not include areas outside the corporate limits of Terrytown.
2. Term: The term of this Agreement shall be effective June 1, 2026 "Effective date" to April 30, 2027 and may be renewed annually on April 30th subject to changes in cost, and run from year to year thereafter. This Agreement may be terminated by either party upon three months advanced written notice given by either party.
3. Cost: Terrytown agrees to pay Gering \$131.12 per hour for the cost of the pickup, ULV sprayer, and personnel and a total of \$106.00 per metered gallon for the application of atomized fogging pesticides and other associated costs. Terrytown agrees to pay Gering \$1.43 for each larvicide briquette placed in Terrytown's corporate limits. All pesticides used for mosquito control shall be approved to public use by the EPA and the State of Nebraska. Gering shall provide material safety data sheets on all proposed pesticides to Terrytown for approval. At the option of either party, the cost may be renegotiated each year effective upon the anniversary of this Agreement. Any changes to the price structure or cost will be attached as an Addendum to the Agreement. Terrytown agrees to pay the total cost each year within thirty days from the receipt of invoicing from Gering.
4. Property: Gering will use contract labor and equipment or Gering employees and equipment for all labor and equipment required to provide the services set forth in this Agreement. Neither Gering nor Terrytown will acquire, hold or dispose of real or personal property in connection with this Agreement.
5. Administration: There will be no separate legal or administrative entity established as a result of this Agreement. This Agreement will be administered by the Transportation Superintendent for the City of Gering. As a result of this Agreement, the parties will not acquire or hold any property used in the undertaking, as Gering agrees to use all of its equipment or labor to provide the services set forth in this Agreement.
6. Liability: Because it is the policy and request of the City of Terrytown to provide mosquito control through the use of pesticide products, the City of Terrytown agrees to hold the City of Gering harmless from any and all claims, damages, actions, causes of action, expenses, related in any way to Gering's application of pesticide products within the City of Terrytown for mosquito control.
7. Notification of Public: Terrytown shall notify the public prior to spraying on a monthly basis or as spraying days and hours change by any of the following available means, press releases, newsletters and utility bills.
8. Modifications: This Agreement constitutes the entire Agreement between Gering and Terrytown. No modifications can be made to this Agreement unless agreed by the parties and reduced to writing.

IN WITNESS WHEREOF, the parties have hereunto set their official hands and seals, effective this ____ day of _____, 2026.

Mayor, City of Terrytown

ATTEST:

City Clerk

(SEAL)

Mayor, City of Gering

ATTEST:

City Clerk

(SEAL)