

SPRAYING AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of May, 2021, by and between Le Sueur County, hereinafter referred to as COUNTY, and Evergreen Companies, hereinafter referred to as APPLICATOR.

WITNESSETH:

That in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

1. The Applicator agrees to spray and mow all county and judicial ditches located within Le Sueur County with chemical herbicides by means of tractor for the total consideration of: \$155 per hour of mowing, \$155 per hour of spraying and mobilization at \$2100, for 2021.
2. The Applicator shall secure and apply only chemical herbicides as are approved by Nik Kadel, of the Le Sueur County Soil and Water Conservation District.
3. The County shall pay for all chemical herbicides applied at \$77.68 per acre.
4. Total Cost of work performed under contract/ agreement shall not exceed \$170,000.
5. The Applicator acknowledges and agrees that the compensation rate contained herein shall be the total cost to the County and that the Applicator shall pay for all incidental costs in the operation of all the equipment, including, but not limited to, the Applicator furnishing the truck, tractor, and ATV's for County ditch spraying use.
6. The Applicator agrees to keep accurate and complete records of the amount of chemicals used and provide those records to Nik Kadel. The Applicator shall spray ditches as directed by the County Soil and Water Conservation District, weather permitting, and in accordance with State and Federal regulations.
7. It is agreed by and between the parties hereto that the Applicator is an independent contractor hired by the County, and is not an employee of the County
8. The Applicator shall furnish to the County, before the commencement of any services as herein agreed upon, evidence of Workmen's Compensation for his Employees; an executed copy of Applicator's professional liability insurance policy as evidence that he carries personal injury and property damage coverage on said equipment for spraying in the sum of \$500,000.00 per claim

and \$1,000,000.00 aggregate; and further a certificate that carries insurance for any crop damage protecting the Applicator and the County from any claim for damages done to the crops as a result of the application of the chemicals, with a minimum coverage of \$25,000.00 for each claimant, with a \$1,000.00 deductible. The Applicator shall be responsible if liability exists to the farmer for the deductible amount.

9. The Applicator does covenant and agree to indemnify and hold harmless the County, its employees and agents, from any claims, actions, demands, or judgments made as a result of the services performed by the Applicator as herein provided.
10. The Applicator agrees to work in the early morning hours and evening hours or at such other times when there is very little or no wind.
11. It is mutually agreed that Nik Kadel, of the Le Sueur County Soil and Water Conservation District, shall direct the Applicator as to The Le Sueur County drainage ditches scheduled to be sprayed are County Ditches: JD38 Le Sueur/Scott, CD9, CD36, CD59, CD68, CD17, CD64, CD4, CD50, CD51, JD5 Le Sueur/Rice, CD15 and what part of any ditch in Le Sueur County shall be sprayed and when the spraying shall be done; except that the Applicator can refuse to apply if in his judgment, environmental damage will occur because of high water.
12. The County agrees to pay the Applicator upon submission of an itemized bill containing information detailing which ditches were sprayed, and the cost to be assessed to each ditch every two weeks. It is agreed by and between the parties herein that the County shall pay for such spraying as has been completed and approved by the Board of Commissioners.
13. Work shall begin on or after **June 1st 2021 and be completed by July 20th, 2021.**

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

In Presence of:

Le Sueur County Soil and Water
Conservation District

Approved as to Form:

County Attorney

COUNTY OF LE SUEUR

By _____
Chairman - Le Sueur County
Board of Commissioners

Evergreen Companies

By  _____

Its President _____