

**MOSQUITO CONTROL
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT for Mosquito Control Professional Services is entered into on this date between the City of Jonesboro, Arkansas, (the City) and Vector Disease Control Incorporated (V.D.C.I.)

For the protection of its residents, the City desires to provide a professionally designed and integrated program for the control of the mosquito population in the City. V.D.C.I. has agreed to provide these services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and considerations contained herein, the City and V.D.C.I. agree as follows:

1. **TERM OF THE AGREEMENT.** The primary term of this Agreement shall be for a period of one year beginning January 1, 1995 and ending December 31, 1995. Provided, however, that unless sooner terminated as provided herein, this Agreement shall be automatically renewed for four (4) subsequent renewal terms of one year each beginning on January 1 and ending on December 31 of each of the four (4) successive years on the same terms and conditions as contained in this Agreement except for the amount of payments to V.D.C.I. for services rendered as set forth in paragraph 3 hereof.

The City may choose not to renew this Agreement as required in this paragraph only for V.D.C.I.'s failure to ~~substantially~~ perform its obligations to the City as required under the terms of this Agreement. V.D.C.I. ceases to exist as a corporate entity.

Non-renewal will be invalid and ineffective unless the non-renewing party provides the other party with written notice of its

Handwritten notes:
- *RAE may choose not to renew only if renewal would result in extreme financial hardship to it or if V.D.C.I. ceases to exist.*
- *Substantially*
- *RAE*

intention not to renew not later than January 1 of any subsequent year in which automatic renewal occurs. Such notice must contain the reasons for non-renewal.

2. **SERVICES TO BE PROVIDED.** During the primary and renewal terms of this Agreement, V.D.C.I. shall provide the following services during the mosquito breeding season (anticipated to be April 15 to October 15):

a) Surveillance. Larvae breeding sites such as ditches, tire piles, artificial containers, septic ponds, rainwater pools, etc. will be inspected regularly and periodically. In addition, adult mosquito populations will be monitored using light traps, landing rates, and resting stations. All collections will be identified as to specie and population distribution. Density will be plotted to detect any changes in problem areas.

b) Larviciding. V.D.C.I. will apply EPA-registered chemical and biological larvicides throughout the City and associated buffer zone (a minimum of 3 miles outside and around the City limits). These will be applied at least weekly to persistent production areas and as indicated in other production areas. Chemicals, application rates and methods, including aerial applications if needed, will be tailored to habitat and mosquito specie in order to provide greater control.

c) Adulticiding. V.D.C.I. will apply EPA-registered mosquito adulticides which will be dispensed either by aerial application or from truck mounted, ultra low volume (ULV) equipment throughout the City and associated buffer zone in order to provide uniform control and protect against reinfestation. All ULV

applications will be timed to coincide with peak mosquito activity in order to provide the most effective control possible.

d) Recordkeeping. V.D.C.I. will keep complete records of all operations including records of inspections, reports, larviciding and adulticiding application, all of which will be tabulated and presented in written monthly reports to the City. All forms and reports of pesticide usage required by all regulatory agencies will be filed to comply with applicable laws and copies will be submitted to the City for its files.

3. **PAYMENT**. For services to be provided by V.D.C.I. during the terms hereof, the City shall pay to V.D.C.I. the following:

a. For the primary term (1995) **THREE HUNDRED FORTY NINE THOUSAND DOLLARS (\$349,000.00)** payable in one payment of \$87,250.25 on April 1, 1995 and one payment of \$87,250.00 on May 1, 1995 and in ~~seven~~ ⁶ subsequent installments of \$29,083.25 each, payable on or before the 1st day of each month, beginning June 1, 1995, and ending ~~December~~ ^{NOVEMBER} 1, 1995;

b. For each renewal term, V.D.C.I. shall be allowed to increase its charges by 2.5% of that charged for services during the preceding primary or renewal term. The total amount payable to V.D.C.I. during each renewal term shall be paid in twelve consecutive equal monthly installments on or before the 1st day of each month beginning on January and ending on December 1 of each year.

4. **INSURANCE**. V.D.C.I. shall at its own expense procure and maintain from a company or companies authorized to do business in the State of Arkansas the following coverages:

a) Workers compensation;

b) Public liability coverage to a total of \$500,000 minimum coverage. The City, its City Council members, and the Mayor shall be named insured on this policy. V.D.C.I. shall provide the City with written proof that it has obtained the insurance required under the terms of this Agreement.

5. **NON-LIABILITY OF THE CITY, ITS OFFICIALS OR EMPLOYEES.**

No employee or elected official of the City shall be personally responsible for any damage resulting from the negligence or intentional acts of V.D.C.I. in performance of services required under the terms of this Agreement.

6. **INDEMNITY.** V.D.C.I. will indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by any work done by V.D.C.I. in performance of this Agreement.

7. **DEFAULTS.** A material breach of any of the terms and conditions of this Agreement on the part of V.D.C.I. shall be ground for the termination of the Agreement at the option of the City. The City, upon termination, shall be at liberty to re-let the work to other parties, or to perform the work without contract, and in either case, V.D.C.I. shall be liable for any excess costs in performing such work over the cost to the City if V.D.C.I. had continued to perform in accordance with this Agreement.

8. **CIVIL UNREST.** Notwithstanding anything contained in this Agreement to the contrary, in the event V.D.C.I. in its sole discretion, determines that because of civil unrest a substantial

risk of personal injury to its employees or damages to its equipment exists, then V.D.C.I. may refuse to provide services in that part of the coverage area where such risk exists until:

a) Order is restored and the threat of such injury or damage has been resolved; or

b) The City has, in the sole discretion of V.D.C.I., taken adequate security measures to insure the safety of V.D.C.I.'s personnel and equipment. Any refusal by V.D.C.I. to treat a part of the coverage area under these circumstances shall not be deemed to be a breach of this Agreement.

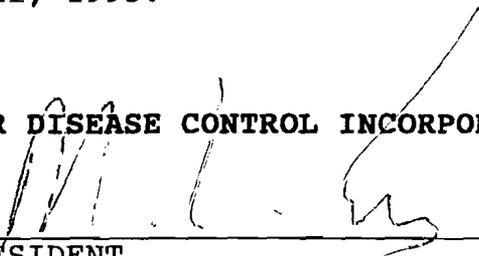
9. PROHIBITION OF OTHER COMMERCIAL MOSQUITO CONTROL APPLICATIONS. Because of its various reporting and recordkeeping responsibilities and the liability assumed by V.D.C.I. under the terms of this Agreement and because of potential harm to the public, the City shall not permit other commercial mosquito control pesticide applications to occur in public areas of the City during the term of this Agreement.

10. MISCELLANEOUS. That the parties are agreed that V.D.C.I. shall maintain their principal office for the Northeast Arkansas region in Jonesboro, Arkansas. Said office shall be staffed and be operated as the central shipping and receiving point for Northeast Arkansas, with bulk chemical storage, computer system and reports conducted from said office. It is further understanding and intention of all parties that this contract shall be contingent upon being in compliance with all applicable laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have entered into this

Agreement on the 7th day of April, 1995.

VECTOR DISEASE CONTROL INCORPORATED

BY: 
PRESIDENT