

**MOSQUITO CONTROL
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT for Mosquito Control Professional Services is entered into between the City of Jonesboro, Arkansas (the City) and Vector Disease Control, Incorporated d/b/a ADAPCO Vector Control Services (Vector).

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. Vector 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 Vector agree as follows:

1. **Term of the Agreement**. The term of this Agreement shall be for a period beginning July 19, 2007 and ending December 31, 2007. 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 successive years on the same terms and conditions as contained in this Agreement except for the amount of payments to Vector 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 Vector's failure to perform its obligations to the City as required under the terms of this Agreement. Vector may choose not to renew only if renewal would result in extreme financial hardship to it or if Vector 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 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, Vector 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, gravid traps, and landing rates. All collections will be identified as to specie and population distribution. Density will be plotted to detect any changes in problem areas.
 - b) **Larviciding**. Vector will apply only EPA-registered chemical and biological larvicides throughout the City and associated buffer zone. These will be applied at least weekly to persistent mosquito 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**. Vector will apply only EPA-registered mosquito adulticides which will be dispensed either by aerial application (minimum of five per year) 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 re-infestation. All ULV applications will be timed to coincide with peak mosquito activity in order to provide the most effective control possible.

d. **Record Keeping**. Vector will keep complete records of all operations including records of inspections and larvicide and adulticide applications, 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 Vector during the terms hereof, the City shall pay to Vector the following:

a) For the primary term (2007) the sum of TWO HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED SIXTY-SIX DOLLARS (\$218,766.00) in five (5) equal monthly installments of \$43,753.20 each, payable on or before the 15th day of each month, beginning August 15, 2007 and ending December 15, 2007.

b) For the years 2008 and 2009, the sum of THREE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY SIX DOLLARS (\$399,996.00) in twelve (12) equal monthly installments of \$33,333.00 each, payable on or before the 15th day of each month, beginning January 15, 2008.

c) For the years 2010 and 2011 the City and Vector mutually agree to negotiate in good faith any reasonable increase in the amount charged for services during the proceeding term. The total amount payable to Vector during each of the renewal terms shall be paid in twelve consecutive equal monthly installments.

4. **Insurance**. Vector shall at its own expense procure and maintain the following coverages:

a) Workers compensation with a statutory minimum employer liability;

b) General liability with a minimum general aggregate limit of \$2,000,000.00.

c) Commercial Auto with a minimum liability of \$1,000,000.00.

d) Aviation liability with a minimum of \$1,000,000.00

Vector 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 and Employees.** No employee or elected official of the City shall be personally responsible for any damage resulting from the negligence or intentional acts of Vector in the performance of services required under the terms of this Agreement.

6. **Indemnity.** Vector shall indemnify and hold harmless the City, its elected officials, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees as a result of any work done by Vector in the performance of this Agreement, including full and complete compliance with all State and Federal laws, rules, and regulations.

7. **Defaults.** A material breach of any of the terms and conditions of this Agreement on the part of Vector shall be grounds for the termination of this 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, Vector shall be liable for any excess costs in performing such work over the cost to the City if Vector had continued to perform in accordance with this Agreement.

8. **Civil Unrest.** Notwithstanding anything contained in this Agreement to the contrary, in the event Vector, in its sole discretion, determines that because of civil unrest a substantial risk of personal injury to its employees or damage to its equipment exists, then Vector 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 Vector, taken adequate security

measures to insure the safety of Vector personnel and equipment.

Any refusal by Vector to treat a part of the coverage area under the circumstances described in this section 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 record keeping responsibilities and the liability assumed by Vector 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.

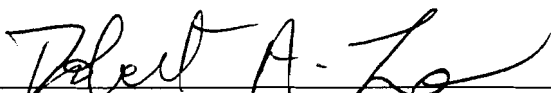
10. **Miscellaneous**. That the parties are agreed that Vector shall maintain their principal office for the Northeast Arkansas region in Jonesboro, Arkansas. Said office shall be staffed and operated as the central shipping and receiving point for Northeast Arkansas, with bulk chemical storage, computer system and reports conducted from said office. It is the 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

_____ day of July, 2007.

**VECTOR DISEASE CONTROL, INCORPORATED
d/b/a ADAPCO VECTOR CONTROL SERVICES**

By:


Robert A. Loe, Executive Vice-President

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DR
APVAC-1

DATE (MM/DD/YYYY)
07/18/07

PRODUCER
McSweeney & Ricci Ins Ag Inc
 420 Washington Street
 P.O. Box 850984
 Braintree MA 02185
 Phone: 781-848-8600 Fax: 781-843-8807

INSURED
Vector Disease Control Inc dba
ADAPCO Vector Control Services
 550 Aero Lane
 Sanford FL 32771-6342

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A:	Insurance Company State PA	NAIC # 39357
INSURER B:	Lexington Insurance Co	
INSURER C:	Travelers	
INSURER D:	American International Spec	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	6760633	11/30/06	11/30/07	EACH OCCURRENCE \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. 1000000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	8108814C142	11/30/06	11/30/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION \$10000	5462903	11/30/06	11/30/07	EACH OCCURRENCE \$ 5000000
					AGGREGATE \$ 5000000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2454048	11/30/06	11/30/07	WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
D	Pollution Liab	CPL3778068	11/30/06	11/30/07	Per Incid 1000000 Aggregate 2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Mosquito Control Operations. *Please note that the aviation certificate is issued and mailed by the carrier under separate cover.*

CERTIFICATE HOLDER	CANCELLATION
CITYOJ1 City of Jonesboro, AR PO Box 1845 Jonesboro AR 72403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Mary Ann Leary</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AIG AVIATION

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: CITY OF JONESBORO, AR
 P.O. BOX 1845
 JONESBORO, AR 72403

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:
 APV ACQUISITION CORP., VECTOR CONTROL, INC. D/B/A ADAPCO VECTOR CONTROL SERVICES
 550 AERO LANE
 SANFORD, FL 32771

POLICY NO. AV 1850855-05
 POLICY PERIOD: From NOVEMBER 26, 2006 to NOVEMBER 26, 2007
 INSURANCE COMPANY AMERICAN HOME ASSURANCE COMPANY

LIABILITY COVERAGES

LIMITS OF LIABILITY

LIABILITY COVERAGES		NON-CHEMICAL		CHEMICAL	
		each person	each occurrence	each person	each occurrence
Bodily Injury -- excluding Passengers	\$		\$	100,000.	
		aggregate		300,000.	aggregate
Property Damage		each occurrence		100,000.	each occurrence
		aggregate		250,000.	aggregate
Passenger Liability		each person	Not applicable		
		each occurrence	Not applicable		
Single Limit -- Property Damage & Bodily Injury, excluding Passengers	1,000,000.	each occurrence			each occurrence
		aggregate			aggregate
Medical Expense -- cluding Crew		each person	Not applicable		
		each occurrence	Not applicable		

Chemical Limits of Liability are part of and not in addition to the Non-chemical Limits of Liability.
 All liability arising from any one occurrence shall not exceed the Non-chemical Limits of Liability.

Description of Aircraft and Physical Damage Coverage hereunder:

DEDUCTIBLES

F.A.A. CERT. NO.	MAKE AND MODEL	YEAR BUILT	INSURED VALUE	NOT IN MOTION	IN MOTION, INGESTION, OR MOORING	LIEN AMOUNT
	SEE ATTACHED AG110		\$	\$	\$	\$

OTHER COVERAGES/CONDITIONS/REMARKS

The Aviation Managers have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the Aviation Managers assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 17

Date of Issue JULY 18, 2007 CA

By 
 (Authorized Representative)

AG30 (8/01)

PHYSICAL DAMAGE COVERAGE ENDORSEMENT

In consideration of INCLUDED premium of \$ INCLUDED , this policy is amended as follows:

The Description of **Aircraft** and **Physical Damage** Coverage set forth in the Declarations is completed to read as follows:

FAA Cert. No.	Make & Model	Year Built	Seats		Insured Value	COVERAGE		Physical Damage Premiums	Deductibles	
			Pass			PHYSICAL DAMAGE	CHEM		Not In Motion	In Motion Ingestion or Mooring
N251RC	CESSNA 402	1981	0		\$ 285,000.	F	RC	\$ 19,907.	\$ 500.	\$ 28,500.
N415CC	PIPER PA23-250	1969	0		150,000.	F	RC	10,954.	500.	15,000.
N2468M	PIPER PA23-250	1979	0		150,000.	F	RC	10,954.	500.	15,000.
N76SR	PIPER PA23-150	1970	0		150,000.	F	RC	10,954.	500.	15,000.
N2707R	PIPER PA28R-200	1969	3		85,000.	F	N/A	1,020.	NIL	NIL

All other provisions of this policy remain the same.

This endorsement becomes effective NOVEMBER 30, 2006 to be attached to and hereby made a part of Policy No. AV 1850855-05 issued to D/B/A ADAPCO VECTOR CONTROL SERVICES

By American Home Assurance Company

Endorsement No. TBA

Date of Issue MAY 8, 2007 JT

By 
(Authorized Representative)



CERTIFICATE OF LIABILITY INSURANCE

OP ID JN
VECTOR1

DATE (MM/DD/YYYY)

12/11/09

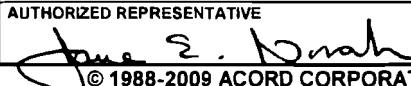
PRODUCER McSweeney & Ricci Ins Ag Inc 420 Washington Street P.O. Box 850984 Braintree MA 02185 Phone: 781-848-8600 Fax: 781-843-8807	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Vector Disease Control Inc P.O. Box 566 DeWitt AR 72042	<table border="1"> <thead> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A American International Spec</td> <td></td> </tr> <tr> <td>INSURER B</td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A American International Spec		INSURER B		INSURER C		INSURER D		INSURER E	
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COVERAGES

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INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EG3025797	11/30/09	11/30/10	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. 1000000				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is included as Additional Insured with respects to operations arising our of services agreed to be performed by the insured subject to actual insurance policy terms and conditions. Mosquito Control Op

CERTIFICATE HOLDER <div style="text-align: right;">JONESB1</div> City of Jonesboro Attn: Office of The Mayor PO Box 1845 Jonesboro AR 72403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RECEIVED
DEC 14 2009
BY: *calhoun*