

# 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 International, LLC (VDCI). For the protection of its residents, the City desires to provide a professionally designed and integrated program for the management of the mosquito population in the City. VDCI 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 VDCI agree as follows:

1. Term of the Agreement. The term of this Agreement shall be for a period beginning January 1, 2026, and ending December 31, 2029 which is a total of three (3) years. At the end of this initial period, the contract may be extended in its current form or altered as agreed by both the City and VDCI; for additional periods of three (3) years.

The City may choose not to renew this Agreement as required in this paragraph if:

VDCI fails to perform its obligations to the City as required under the terms of this Agreement, or (b) the City becomes unable to meet its financial obligations in the ordinary course of its business. VDCI may choose not to renew only if (a) renewal would result in extreme financial hardship to VDCI or (b) VDCI 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, no 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, VDCI 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 species and population distribution. Density will be plotted to detect any changes in problem areas.

b) Larviciding. VDCI 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 the habitat and mosquito species to provide greater control.

c) Adulticiding. VDCI will apply only EPA-registered mosquito adulticides, which will be dispensed by aerial application (minimum of eight per year) and 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. VDCI 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.

e) Any additional services outlined in the submitted response to RFP-2026-11 by VDCI which is also attached to this agreement.

### 3. **Payment**

VDCI shall provide the services described under this agreement for the annual fee defined in the table below subject to such adjustments as specified in this agreement. This amount shall be paid to VDCI in twelve equal monthly installments for the first Contract Year period. Following the completion of the first year of services, the monthly payment shall increase or decrease pursuant to fluctuations in the Consumer Price Index (CPI) as noted below and any other adjustments. VDCI shall submit to the City of Jonesboro a monthly statement for its services for the previous month together with any adjustments. Statements shall be mailed and/or delivered to the City by the end of each month and shall be payable by the City within 15 days after month end.

#### Itemized Costs of Specific Services within the Annual Program Cost

- Aerial applications \$169,400
- Ground-based adulticiding and larviciding \$264,600
- Special event coverage included.
- Emergency or public-requested applications included.
- Other Services (Surveillance, Efficacy Testing, GIS Mapping/ Database, Public Education etc) \$45,127
- Treatment of high-risk areas in the city, including rice fields south of city limit, Aerial Application in addition to the amount included in the costs and proposal above (per application) \$19,925
- Total Annual Program Cost \$479,127

The monthly installment amount for the second and subsequent Contract Years shall be adjusted upward or downward at the beginning of said years to reflect changes in the cost of doing business during the previous year as measured by the fluctuations during the previous Contract Year by the Consumer Price Index (CPI), U.S. City Average, "All Urban Consumers," published by the U.S. Department of Labor, Bureau of Labor Statistics. The monthly installment shall increase or decrease by a percentage amount equal to the twelve-month percent change in the CPI for the month prior to the contract anniversary date or five percent (5%) whichever is less. If the federal government phases out the CPI, a substitute index that reflects the described fluctuations in the cost of doing business will be used provided it is acceptable by both parties. VDCI shall make the computation required and provide a copy of its computation. However, the failure to include the recomputed monthly installment or to correctly re-compute the monthly installment amount shall not constitute a waiver of the amount owed to VDCI and VDCI shall always have the right to demand full payment for its services.

#### a) **Insurance**

VDCI shall at its own expense procure and maintain the following coverage:

- a. Workers' compensation with a statutory minimum employer liability based on Arkansas statutory limits.
- 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.

b) 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 VDCI in the performance of services required under the terms of this Agreement.

i. Indemnity. VDCI 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 VDCI in the performance of this agreement, including full and complete compliance with State and Federal laws, rules, and regulations.

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

iii. Civil Unrest. Notwithstanding anything contained in this Agreement to the contrary, in the event VDCI, 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 VDCI 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 VDCI, taken adequate security measures to ensure the safety of VDCI personnel and equipment.

Any refusal by VDCI to treat a part of the coverage area under the circumstances described in this section is not deemed to be a breach of this Agreement.

iv. The City of Jonesboro may, at its discretion, engage additional qualified vendors when necessary to ensure continuity of services. When such situations arise, the City will provide notice to the contracted vendor in advance whenever practicable.

## **Miscellaneous**

Over the past several years, new chemistry's and synthetic pyrethroids have been developed for the control of adult mosquitoes. Effectiveness can vary, and VDCI intends to incorporate new products on a trial basis at times throughout the mosquito season to research their effectiveness and feasibility. When we can, special events and some routine truck spraying will be done with new synthetic pyrethroid products. Any new products used will be EPA and State of Arkansas approved.

The parties are agreed that VDCI 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 on being in compliance with all applicable laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have entered into this agreement \_\_\_\_\_ day \_\_\_\_\_  
of \_\_\_\_\_ 2026

By:

\_\_\_\_\_  
VECTOR DISEASE CONTROL INTERNATIONAL, LLC  
David Fisher, Sr. VP Operations

By:

\_\_\_\_\_  
CITY OF JONESBORO, ARKANSAS  
Harold Copenhaver, Mayor  
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