

**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 15<sup>th</sup> 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 15<sup>th</sup> 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

**CITY OF JONESBORO, ARKANSAS**

By:

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ATTEST: