

**COURT ORDER
2015-0518**



RFP No. 2015-013-6467 Request for Proposal Integrated Mosquito Management for Chikungunya Vectors – DCHHS – Execute Final Contract for Award

On a motion made by Commissioner John Wiley Price, District 3, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 4/7/2015
FUNDING SOURCE: Environmental Health Fund (5211)

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize and approve the execution of the attached contract for integrated mosquito management services between Dallas County and Municipal Mosquito under RFP 2015-013-6467 Request for Proposal for Integrated Mosquito Management for Chikungunya Vectors – DCHHS and authorize the County Judge to execute all related documents on behalf of Dallas County.

Done in open court April 14, 2015, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None

ABSTAINED: None

Recommended by: Gloria McCulloch
Originating Department: Purchasing

COMMISSIONERS COURT BRIEFING



DATE: 4/7/2015

SUBMITTING DEPARTMENT: Purchasing

THROUGH:

SUBJECT: RFP No. 2015-013-6467 Request for Proposal Integrated Mosquito Management for Chikungunya Vectors – DCHHS – Execute Final Contract for Award

BACKGROUND:

On March 17, 2015, by authorization of the Commissioners Court under Court Order 2015-0337, the Purchasing Department entered into contract negotiations with Municipal Mosquito for the aforementioned solicitation. Contract negotiations have been ongoing and a final contract has been executed by Municipal Mosquito and is attached. The purpose of this briefing is to recommend Dallas County execute the contract.

OPERATIONAL IMPACT:

The purpose of this contract is to conduct integrated mosquito management services in an effort to combat Chikungunya (CHIKV) and Dengue (DENV) or other emerging mosquito-borne diseases under the guidance and supervision of the Dallas County Environmental Health Department, based on results from mosquito testing and abatement. The contract is for an initial one (1) year term with the option to extend for four (4) additional one (1) year periods.

FINANCIAL IMPACT:

The funding for the Integrated Mosquito Management services will come from the Environmental Health Fund (5211). The total amount paid under this agreement shall not exceed the amount of three hundred fifty thousand and 00/100 dollars (\$350,000.00) annually.

LEGAL IMPACT:

The District Attorney's Office - Civil Division, and Environmental Health Department participated in the contract negotiations and has approved the contract as to form.

PROJECT SCHEDULE:

The initial term of the contract is effective from the date of final execution by the County Judge.

M/WBE PARTICIPATION:

The M/WBE report and EEO1 form has been provided to Commissioners Court.

STRATEGIC PLAN COMPLIANCE:

This RFP complies with Vision 3 of the County's Strategic Plan – Dallas County is safe, secure and prepared.

RECOMMENDED BY:	Purchasing	PREPARED BY:	Lenora Sevillian
		APPROVED BY DEPT HEAD:	Gloria McCulloch

RECOMMENDATION:

The Purchasing Department, in conjunction with the District Attorney's Office - Civil Division and the Environmental Health Department, recommends that the Commissioners Court approve the execution of the attached contract for integrated mosquito management services between Dallas County and Municipal Mosquito under RFP 2015-013-6467 Request for Proposal for Integrated Mosquito Management for Chikungunya Vectors – DCHHS and authorize the County Judge to execute all related documents on behalf of Dallas County.

COUNTY OF DALLAS §
 §
STATE OF TEXAS §

PROFESSIONAL SERVICES AGREEMENT
Between
PRP SERVICES, L.L.C. d/b/a MUNICIPAL MOSQUITO
and
DALLAS COUNTY, TEXAS

THIS AGREEMENT (“Agreement”) for Integrated Mosquito Management services is entered into between **Dallas County, Texas (“County”)**, acting by and through the Dallas County Commissioners Court, and **PRP Services, L.L.C. d/b/a Municipal Mosquito**, a Texas limited liability company with its principal place of business located at 705 N. Bowser Rd., Suite 120, Richardson, Texas 75081 (“Municipal Mosquito”).

WHEREAS, for the protection of its residents, County desires to reduce the public health risk of Chikungunya (“CHIKV”), Dengue (“DEN”), and other emerging mosquito-borne diseases through the implementation of Integrated Mosquito Management procedures based in vector surveillance and control measures;

WHEREAS, County issued Request for Proposal #2015-013-6467 (the “RFP”) to solicit proposals from qualified Integrated Mosquito/Vector Management Control firms who can provide services to assist and support the Dallas County Health and Human Services (“DCHHS”) Mosquito Control Program with efforts to conduct Integrated Mosquito Management (“IMM”) of CHIKV, DEN, or other emerging mosquito-borne diseases (“Services”); and

WHEREAS, Municipal Mosquito prepared and delivered to County its Proposal on January 30, 2015 in response to the RFP (the “Proposal”).

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and pursuant to the authorities granted under Texas Local Government Code, Chapter 262, and Texas Government Code, Chapter 2254, the parties agree as follows:

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference and fully incorporated herein:

- A. Dallas County Request for Proposal #2015-013-6467 (“Exhibit A”);
- B. Municipal Mosquito’s Response to Dallas County Request for Proposal #2015-013-6467 (“Exhibit B”);
- C. Pricing/Cost Schedule (“Exhibit C”); and
- D. Sample Invoice (“Exhibit D”).

2. ORDER OF PRECEDENCE

In the event of any conflict between this Agreement, Dallas County Request for Proposal #2015-013-6467, and Municipal Mosquito's Response to Dallas County Request for Proposal #2015-013-6467, the following order of precedence shall apply:

- A. this Agreement;
- B. Municipal Mosquito's Response to Dallas County RFP No. 2015-013-6467; then
- C. Dallas County RFP No. 2015-013-6467.

3. SCOPE OF SERVICES

A. Due to the localized nature of CHIKV vectors, the treatment areas will be neighborhood blocks; 1500 foot radius from reported case or positive CHIKV BG Sentinel trap. The area to be treated shall be identified by DCHHS in the Purchase Order(s) furnished to Municipal Mosquito as hereinafter provided. Generally, ground ULV missions will be from 1500 ft radius; Larvicide/Source Reduction and hand Thermal Fogger missions will be from 500 ft radius; and backpack residual treatments will be 250 ft radius. Municipal Mosquito shall be solely responsible for the determination of the route(s) of the vehicle(s) or manual equipment, as required to provide spray coverage within the boundary of the area(s) identified. The County reserves the right to increase or decrease the quantities in any Purchase/Work Order by any amount deemed necessary to meet its needs without any adjustments in the unit bid price for each quantity. The County will pay for actual quantities actually received and authorized by written Purchase/Work Order, as hereinafter provided. All items will be purchased on an AS NEEDED BASIS.

B. Municipal Mosquito covenants and agrees to familiarize itself with and comply with all federal, state or local laws, codes, ordinances, and regulations and orders of any federal, state, county, municipal or other government agency including but not limited to the Federal Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and the Texas Department of Agriculture ("TDA"), having jurisdiction over and relating to compliance with or related to the terms of this Agreement, inclusive of fire, emergency, environment, health, safety, and any construction, and the rules and regulations of County now or hereafter in force which may at any time be applicable to the services provided by Municipal Mosquito. Municipal Mosquito agrees that it shall obtain, at its sole cost and expense, determine the requirements for and obtain from the appropriate City, County, State, or the U.S. Federal Government, all permits, franchises, approvals, licenses, certificates, and/or any authorizations required or necessary for Municipal Mosquito's performance of the work or compliance with the terms and conditions of this Agreement, and shall pay all fees, assessments, taxes (excluding those taxes paid by the County), and charges levied under any state, federal, or local statutes or ordinances insofar as they are applicable. These items shall include, but not be limited to, all requirements for the vehicles, distribution equipment, personnel, including ground crew, operation of the equipment and vehicles, and acquisition, handling or distribution of any chemical.

C. Municipal Mosquito warrants that it has or will be able to obtain and will timely furnish, for the prices stated in Exhibit C, adequate qualified personnel in its employment and all required transportation, equipment, materials, supplies and any and all other goods and services for performance of services required under this Agreement, including any Purchase/Work Order. All employees of Municipal Mosquito or of any subcontractor shall have all required licenses, knowledge, and experience necessary to enable them to perform the duties assigned to them.

D. During the Initial Term and any Renewal Term (as defined herein) of this Agreement, Municipal Mosquito shall provide the following Services as needed by Dallas County, Texas.

- 1) Service phases include:
 - a) CHIKV mosquito surveillance;
 - b) trapping;
 - c) larviciding;
 - d) vehicle and powered / manual delivered adult mosquito control;
 - e) CHIKV disease monitoring and testing; and
 - f) consulting.
- 2) Trap, identify and numerate adult mosquitoes for CHIKV. Provider will utilize BG Sentinel Traps augmented with BG lure and CO₂. Testing of mosquitoes with RT-PCR should be available. Samples may also be delivered immediately to DCHHS Lab for testing.
- 3) Municipal Mosquito shall utilize vehicle-based and hand manual equipment.
- 4) Inspect standing water sources regularly for larval mosquitoes, as directed.
- 5) Treat larvae and adult mosquitoes by applying chemical treatment; (larvicide and adulticide), as directed.
- 6) Municipal Mosquito shall have the following employees on staff and immediately available at any time Municipal Mosquito is providing any Services to County as contemplated herein; Entomologist (Ph.D., MS, BCE), Manager for quality assurance, and Technicians (registered and certified).
- 7) Mapping and reporting of treatment areas.

- 8) Provide immediate response to requests from County for services and on-site inspections.
- 9) Submit all required reports to County, regulatory and governmental agencies within a 24 hour period.

E. In the event County requires control of the mosquito population by ground application of chemicals, County shall issue a Purchase/Work Order to Municipal Mosquito. The Purchase/Work Order shall include the items listed below and be subject to the terms and conditions outlined herein:

- 1) The geographical boundary of each area to be treated, the calculated number of acres to be sprayed, any special provisions, the date of commencement, date of completion of the services, and the compensation to be paid.
- 2) Municipal Mosquito shall furnish all equipment, services, personnel and chemicals to be utilized in accordance with the terms and conditions of this Agreement and the Purchase/Work Order. The chemicals shall have an approved label and registration number from the EPA for the use of ground spraying in relation to mosquito control in an urban congested area. Municipal Mosquito shall be solely responsible for the determination of the operation and route of all chemical applications required for 100% coverage of the treatment area. Municipal Mosquito shall be solely responsible for notification and co-ordination of all operations with DCHHS, initially for approval and thereafter on a daily basis.
- 3) Upon completion of the spraying activity, Municipal Mosquito shall certify to County, in writing, executed by a person authorized to bind Municipal Mosquito, that:
 - a) the chemical was applied to the designated area and no other;
 - b) the amount of chemical dispersed and that such amount was in conformity with the amount authorized to be utilized;
 - c) the name, registration number and total amount of the chemicals used;
 - d) the date and time that each application was made;
 - e) provide a Global Positioning System ("GPS") map of the treated area; and
 - f) provide an automatic monitoring record of the spray amount during the application, which includes the total amount of insecticide applied and the ounces applied per acre. These totals must agree with the GPS map of the treated area.

- 4) If any of the requirements listed above in Section B(3) are not fulfilled as required, County reserves the right to withhold payment for each non-compliant acre sprayed.
- 5) Municipal Mosquito shall be responsible for all aspects of the insecticide application and reporting of daily spray activities to DCHHS.
- 6) Treatment Equipment
 - a) ULV Spray Vehicles. Municipal Mosquito shall be responsible, under this Agreement, to maintain a locally based fleet of six vehicles equipped for ULV dispersal of insecticides for the control of CHIKV vectors within the confines of County contracting city boundaries. The vehicle(s) shall be equipped with GPS and automatic variable flow controls to assure accurate application of insecticide at specific dosage rates per acre. Municipal Mosquito's vehicle(s) must also be operable and ready for immediate use upon notification by DCHHS. Equipment in the vehicle(s) used to spray the insecticide shall be of the type and condition which will dispense the chemical in conformity with chemical label requirements; and in strict conformity with all requirements of the EPA, TCEQ, TDA, County, and all municipalities.
 - b) Manual/powered hand operated equipment. Municipal Mosquito will have equipment to deliver larvicide and adulticide treatments per chemical label directions. The equipment should include but is not limited to items such as: hand pumps, backpack sprayers, thermal foggers, hand ULV sprayers or other standard IMM equipment used to mitigate mosquito populations.
- 7) Operational Cost. Municipal Mosquito, at its sole cost and expense, shall provide employee(s), chemicals, gas, oil, maintenance, spray machine certification and insurance as required to insure the safe operation of the vehicles at all times and under all conditions.
- 8) Vehicle Operators. Municipal Mosquito shall provide fully licensed and experienced operators for the operation of the vehicle(s) used to dispense ULV pesticide. The vehicle operator(s) shall be properly trained, licensed, and certified. They should meet all requirements as specified by TDA requirements for the dispersal of insecticides or other chemicals for control of mosquito populations, including, but not limited to, certification as a pesticide applicator in the commercial category.
- 9) Chemicals:

- a) The Director of DCHHS will determine the product / insecticide that will be used at the time that the larviciding/adulticiding notification is initiated and such product shall be listed on the Purchase/Work Order. All products shall be handled and applied by Municipal Mosquito in strict accordance with label instructions, and must meet all local, state and federal regulations. It is anticipated that one or more of the following chemicals will be utilized for the chemical applications; however, alternative products may be used after consulting and approval by DCHHS :

Larvicides

Surface Oil
 Insect Growth Regulator (IGR)
 Biorationals (*Bti* & *Bs*)

Adulticides

Permethrin
 Malathion
 Etofenprox
 Bifenthrin

- b) Equipment and Handling. Municipal Mosquito shall furnish all equipment, including the insecticides to be sprayed. Municipal Mosquito shall be responsible for storing, transporting, and loading the insecticide into the equipment. Storage, transportation, mixing and loading of the insecticide shall be in accordance with the rules and regulations of local, state and federal law. Municipal Mosquito shall be responsible for the proper disposal of all empty insecticide containers according to the label instructions and local, state, and federal regulations.
- c) Insecticide Management. Insecticides shall be handled in accordance with all appropriate local, federal and state regulations. Insecticides selected for use must be registered for the intended use by the EPA and must be used in a manner consistent with label instructions and precautions. Specifically, at a minimum, the following laws must be adhered to:
- 1) Public Law 95-296, Federal Insecticide, Fungicide Rodenticide Act, as amended (92 Stat. 819); and
 - 2) Public Law 91-596, Occupational Safety and Health Act of 1970, (84 Stat. 1609, 29 U.S.C. § 668) 29 December 2970.
- d) Insecticide Training. All personnel involved in these pesticide applications shall be properly trained in the safe application of insecticides. Municipal Mosquito shall provide evidence that personnel utilized are properly certified by the TDA or properly trained in the handling and commercial application of insecticides.
- 10) Treatment Activities. Municipal Mosquito agrees that the manual/hand-held and vehicle equipment will be of the type and kind necessary for the deployment of

chemicals in an amount that is in strict accordance with the label and all directions provided by the manufacture. In addition, Municipal Mosquito agrees to abide by any law, regulation, rule, direction or requirement of the state or federal government. This includes, but is not limited to, the EPA, the TDA and the TCEQ. Municipal Mosquito further agrees that it is solely responsible for the mixture, handling, determination and actions necessary for the application of the chemicals and the selection, regulation, maintenance and control of the equipment utilized.

- 11) Vehicle(s) used for ULV treatments will be equipped with a GPS monitoring system and automatic variable flow controls. In order to assure quality control of larviciding/adulticiding activities, vehicles should be equipped with both real time and recorded monitoring. Municipal Mosquito shall supply written reports of pesticide application details for each day of spray activities within twenty-four (24) hours of completion per city treated. Electronic or digital reporting for each municipality treatment shall be delivered in a standard nonproprietary shape file format within twenty-four (24) hours of completion. Reports shall include:
 - a) Date with spray start and spray end times;
 - b) Driver and vehicle ID;
 - c) Temperature/wind and speed/wind direction;
 - d) Total spray miles; and
 - e) Total acres sprayed.
- 12) Equipment will be able to record via GPS, speed of vehicle sensing the location of each vehicle, time, blower spraying status, and chemical application rates. Electronic or digital spray report data, including GPS data, shall be provided via shape file format, with the above variables included in the shape file or variables in a separate table, linkable back to the shape file. Information will be downloaded from an external computer and provided to DCHHS within twenty-four (24) hours of completion.
- 13) Municipal Mosquito shall provide copies of all adverse incident reports associated with the spray activities within 24 hours of the adverse incident. The adverse incident report shall include a description of any corrective action(s), including spill responses, resulting from pesticide application activities and the rationale for each action(s).
- 14) Treatment Schedule. Municipal Mosquito shall notify DCHHS of the scheduled treatment area(s) before work begins. To maximize abatement, spraying shall be done at peak mosquito activity and when environmental conditions exist that are in accordance to label instructions. Municipal Mosquito shall be solely responsible

for the determination of all conditions and will make all determinations and take all necessary actions to determine the spray schedule and maintain the spray within the boundary of the treatment area as shown in the Purchase/Work Order. Application times must be coordinated with and approved by DCHHS.

- 15) Response to Request for Larviciding/Adulticiding. Immediately upon notice from DCHHS, that CHIKV adult mosquito control is requested, Municipal Mosquito will assure DCHHS that the activities will be started immediately. The schedule can be modified by agreement between Municipal Mosquito and the Director of DCHHS as necessary to reflect actual requirements at the time the Purchase/Work Order is issued. No treatments shall be accomplished until notice to proceed has been given to Municipal Mosquito by the Director of DCHHS or the designated Field Operations Manager.
- 16) If Municipal Mosquito shall neglect, fail, refuse or is unable to provide services within the required time frames specified by DCHHS, Municipal Mosquito shall immediately notify the Director of DCHHS in writing of the cause(s) of delay.
- 17) If Municipal Mosquito is delayed in the completion of the services due to unforeseeable cause which are beyond Municipal Mosquito's control and without Municipal Mosquito's fault or negligence, including, but not restricted to, acts of God, the period specified for the completion of delivery shall be extended by such time as approved by the Director of DCHHS.
- 18) County reserves the right to sample for chemical assay any insecticide used in this Agreement. County reserves the right to take a sample from Municipal Mosquito's equipment. Municipal Mosquito shall direct its employees to release samples on request by any agent of DCHHS.

4. TERM

The term of this Agreement is for a one year period beginning _____, 2015 and ending _____, 2016 (the "Initial Term"), unless terminated earlier under any provision hereof. County, at its option and upon mutual consent of all the parties involved, may choose to renew this Agreement for four (4) additional one (1) year periods (each a "Renewal Term") on the same terms, conditions, pricing and fiscal year funding as evidenced by formal written approval of the Dallas County Commissioners Court and Municipal Mosquito. County may choose not to renew this Agreement, for any reason and without cause, and unless terminated prior to the end of the Initial Term, this Agreement will automatically expire at the end of the Initial Term.

5. RECORD KEEPING

Municipal Mosquito will maintain complete records of all operations during the Initial Term including any Renewal Terms of this Agreement (unless otherwise required by applicable law) including records of inspections, larvicide and adulticide applications, all of which will be tabulated and presented in written monthly reports to County. 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 County for its files.

6. BILLING AND PAYMENT

A. County and Municipal Mosquito covenant and agree that the costs and pricing schedule in Exhibit C shall be utilized in the determination of the compensation to be paid by County to Municipal Mosquito for the services rendered under this Agreement. Exhibit C includes all costs/pricing authorized for costs of all staff, PhD/MS Entomologist, Managers, Technicians, mobilization costs, labor, chemical, equipment, fuel, supplies and other services needed to deliver the services under this Agreement. Municipal Mosquito has agreed to be compensated for the services provided under this Agreement in accordance with Exhibit C.

B. The total amount paid under this Agreement shall not exceed the amount of three hundred fifty thousand and 00/100 Dollars (\$350,000.00) annually.

C. Municipal Mosquito understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided will not be honored or paid. During the period of the last three (3) months of the term of this Agreement, Municipal Mosquito may only bill for the preceding month. All billings must be submitted to County within thirty (30) days of expiration or termination of this Agreement. County must approve any exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved. Unless noted otherwise, original invoices are to be sent to the County Auditor's Office, 500 Main, Ste. 407, Dallas, Texas 75202. Invoices must utilize the format as provided for by the sample invoice in Exhibit D.

D. County agrees to review Municipal Mosquito's invoices and will forward payment to Municipal Mosquito within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.

E. The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the parties regarding County's payments to Municipal Mosquito for services rendered under this Agreement.

F. Nothing contained in this provision shall require County to pay for any work that is unsatisfactory as determined by County or which is not submitted in compliance with the terms of the Purchase/Work Order or this Agreement. County shall not be required to make any payments to Municipal Mosquito when Municipal Mosquito is in default under this Agreement, nor shall this section or any other provision of this Agreement or any Purchase/Work Order constitute a waiver of any right, in law and/or in equity which County may have if Municipal Mosquito is in default, including the right to bring legal action for damages. Default shall include, but not be limited to the failure to complete Municipal Mosquito's work in accordance with the performance schedule and in accordance with the terms, conditions and/or requirements contained in this Agreement, inclusive of any Purchase/Work Order.

G. Municipal Mosquito shall be paid at the prices reflected in Exhibit C for the authorized areas actually treated after receipt and verification of invoice(s) for services rendered. After acceptance of the work completed, payment will be made in accordance with the Texas Prompt Payment Act.

H. Municipal Mosquito shall deliver a monthly invoice immediately following each month of service. County will only be obligated to pay those funds to Municipal Mosquito as specified and expended in accordance with this Agreement and the terms, conditions, and amounts reflected in the applicable Purchase/Work Order(s). Municipal Mosquito agrees to submit complete, fully documented, and accurate itemized invoices with appropriate documentation, as required by County, by the tenth (10th) day following the last day of the month in which the service is provided. Payment by County is conditioned upon receipt of a correct invoice, subject to audit, setting forth the services rendered.

I. Payment will be made to Municipal Mosquito by County upon receipt of a verified invoice and proper billing for services actually rendered. Any payments by County to Municipal Mosquito may be withheld if Municipal Mosquito fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Municipal Mosquito's performance of work and services under this Agreement. County shall pay Municipal Mosquito only for those costs that are allowable under applicable rules and regulations, as stated in this Agreement. County shall have the right to withhold all or part of any payments to Municipal Mosquito to offset any reimbursement made to Municipal Mosquito for ineligible expenditures, undocumented units of service billed, etc.

J. County reserves the right to withhold payment to Municipal Mosquito or to require Municipal Mosquito to return payments received from County in the event Municipal Mosquito's performance does not comply with the provisions of this Agreement or does not comply with applicable County and DCHHS standards, regulations or policies. Municipal Mosquito agrees to return any unearned amounts paid by County within thirty (30) days following the expiration of this Agreement or the date of delivery of notification to Municipal Mosquito that amounts paid are to be returned.

7. INSURANCE

Within ten (10) days after the effective date of this Agreement, Municipal Mosquito shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Municipal Mosquito shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Agent verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Agreement, by an insurance company with a current A.M. Best Inc., Rating of "A" or better acceptable to County and authorized to do business in the State of Texas. The insurance coverage, except Workers Compensation and Professional Liability, required by this Agreement shall name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear). All insurance required herein shall be maintained in full force and effect throughout the Initial Term of this Agreement, including all Renewal Terms, if any.

A. The following minimum insurance coverage is required:

- 1) Automobile Liability: Municipal Mosquito shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than \$100,000/300,000/100,000 or combined single limit of \$400,000.00 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used by Municipal Mosquito in performance of this Agreement;
- 2) Commercial General Liability: Municipal Mosquito shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage;
- 3) Workers Compensation or self-insured employee coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code.

B. Municipal Mosquito agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions:

- 1) Except Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- 2) Provide for thirty (30) days' notice to County for cancellation, non-renewal or material change;
- 3) Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy;
- 4) Provide for notice to Dallas County of any changes to policy;
- 5) Municipal Mosquito agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- 6) Default/Cumulative Rights/ Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Municipal Mosquito has a

duty to mitigate damages;

- 7) Approval and acceptance of Municipal Mosquito's services by County shall not constitute nor be deemed a release of the responsibility and liability of Municipal Mosquito for the accuracy and competency of Municipal Mosquito's services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Municipal Mosquito in this regard; and
- 8) Municipal Mosquito shall provide that all provisions of this Agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Municipal Mosquito and/or its freight contractors must be prepared to show coverage verification prior to entering upon Dallas County premises.

D. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this Agreement, or cancellation of this Agreement or both. (Court Order 2003-1792, September 30, 2003).

E. All certificates of insurance shall be identified with RFP #2015-013-6467.

F. Municipal Mosquito's compliance with the above insurance requirements shall not relieve Municipal Mosquito from any liability.

G. Other insurance and endorsements (Required for Pollution Control).

1) Subject to Municipal Mosquito's right to maintain reasonable deductibles in such amounts as are approved by County, not to exceed ten percent (10%) of the face amount of coverage, Municipal Mosquito shall obtain hereof, insurance coverage written by companies authorized to conduct business in the State of Texas and acceptable to County, in the following type(s) and amount(s). All cost or expense of insurance, and any and all deductibles shall be paid by Municipal Mosquito without any liability to or reimbursement from County.

2) Prior to approval of any Purchase /Work Order by the County Commissioners Court, Municipal Mosquito shall furnish an Insurance Certificate(s) to County, which shall evidence that insurance policies in the amounts set forth below are then in effect. County shall have no duty to pay or perform under this Agreement until such certificate(s) have been delivered to County, and no officer or employee of County shall have the authority to waive this requirement.

3) County reserves the right to review the insurance requirements of this section during the effective period of the Agreement or any Purchase/Work Order and to

adjust insurance coverage and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, current evaluation of risk, or the claims history of the industry as well as Municipal Mosquito. If, after selection and furnishing of insurance as required herein, County requires an extension of coverage or increase in the minimum coverage limits, any increase in the premium cost of insurance caused by such increase will be paid by Municipal Mosquito without cost to County.

H. Pollution: Municipal Mosquito shall maintain Pollution Liability Insurance with a limit not less than Two Million and 00/100 Dollars (\$2,000,000.00) for each occurrence for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and cost and expenses incurred in the investigation, defense, or settlement of claims. Such insurance shall include automobile coverage forms. This Pollution Liability Insurance may be obtained by Municipal Mosquito any time so long as it is obtained prior to the performance of or preparation of any work or services under this Agreement, and without interference or delay to the emergency response or services of Municipal Mosquito.

I. Additional Policy Endorsements. County shall be entitled, upon request and without expense to receive certified copies of each and all insurance Policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular Policy terms, conditions, limitations or exclusions (Except where Policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such Policies). Upon such request by County, Municipal Mosquito shall exercise reasonable efforts to accomplish such changes in Policy coverage, and shall pay the cost thereof. Such insurance shall show County as the certificate holders (general liability insurance). Coverage dates shall be inclusive of the term of this Agreement and each Renewal Period, if any.

8. NON-PERFORMANCE

Municipal Mosquito's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by County. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole discretion and with written notice by County, Municipal Mosquito may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County will consider a reasonable time to be ten (10) working days to cure any problems and/or deficiencies with Municipal Mosquito's performance, such problems and/or deficiencies being determined by County. In the event this Agreement is prematurely terminated due to non-performance and/or withdrawal by Municipal Mosquito, County reserves the right to seek monetary restitution to include, but not be limited to, withholding of money owed to Municipal Mosquito to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated Municipal Mosquito's rate and replacement vendor's rate) beginning the date of termination and/or withdrawal through the Agreement expiration date. In the event a civil suit is filed by County to enforce this provision, County reserves the right to seek its attorney's fees and cost of suit from Municipal Mosquito.

Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in any way limit or waive County's right to terminate this Agreement under any other provision contained herein.

9. INDEPENDENT CONTRACTOR

In performing services under this Agreement, Municipal Mosquito is acting as an independent contractor. Nothing herein shall be construed as creating an employer-employee or agency relationship between the parties.

10. TERMINATION

A. Without Cause: Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, without cause, by giving thirty (30) days prior written notice thereof to the other party with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. County shall compensate Municipal Mosquito in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of a termination, Municipal Mosquito shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Municipal Mosquito shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid by County to Municipal Mosquito under this Agreement and any and all County data, documents and information in Municipal Mosquito's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

B. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources in accordance with Section 29 (Fiscal Funding Clause);
- 2) Non-performance by Municipal Mosquito as described in Section 8 (Nonperformance) or Municipal Mosquito's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
- 3) Municipal Mosquito's improper, misuse or inept performance of services under this Agreement;
- 4) Municipal Mosquito's failure to comply with the terms and provisions of this Agreement;

- 5) Municipal Mosquito's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
- 6) Municipal Mosquito's failure to comply with County's reporting requirements, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- 7) Municipal Mosquito's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
- 8) If funds allocated by County shall become reduced, depleted, or unavailable during the term of this Agreement;
- 9) Municipal Mosquito's failure to provide County with proper notice of an assignment in accordance with this Agreement;
- 10) If Municipal Mosquito becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- 11) Municipal Mosquito's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

11. INDEMNIFICATION

DALLAS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, DALLAS COUNTY, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE: (1) CAUSED BY ANY ACT OR OMISSION OF MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF MUNICIPAL MOSQUITO OR ITS SUBCONTRACTORS; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF MUNICIPAL MOSQUITO OR ITS SUBCONTRACTORS ON COUNTY PROPERTY OR OF ANY

OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF COUNTY PROPERTY BY MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY COUNTY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY MUNICIPAL MOSQUITO THROUGH SUCH USE.

MUNICIPAL MOSQUITO ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. MUNICIPAL MOSQUITO AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS; (2) THE NEGLIGENT ACT OR OMISSION OF MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, MUNICIPAL MOSQUITO, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF MUNICIPAL MOSQUITO; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY, WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS OR EMPLOYEES, MUNICIPAL MOSQUITO, OR ITS

SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; (8) OCCASSIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASSIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, MUNICIPAL MOSQUITO HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO MUNICIPAL MOSQUITO'S USE OF THE AREA. MUNICIPAL MOSQUITO FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

APPROVAL AND ACCEPTANCE OF MUNICIPAL MOSQUITO'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. MUNICIPAL MOSQUITO SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, MUNICIPAL MOSQUITO AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT MUNICIPAL MOSQUITO, ITS SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF MUNICIPAL MOSQUITO'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON MUNICIPAL MOSQUITO'S

BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

THESE PROVISIONS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NON-DELEGATABLE DUTY.

MUNICIPAL MOSQUITO ACKNOWLEDGES AND AGREES THAT COUNTY IS PROHIBITED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION FROM INDEMNIFYING IT OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING OUT OF THIS AGREEMENT.

THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

12. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS

Municipal Mosquito shall comply with all federal, state and local laws, codes, ordinances, regulations, and orders of any federal, state, county, municipal or other government agency thereof having jurisdiction over and relating to compliance with or related to the terms and the performance of the services under this Agreement, inclusive of fire, emergency, environment, health, safety, and any construction, and the rules and regulations of County now or hereafter in force which may at any time be applicable. Municipal Mosquito shall obtain and pay for all permits, franchises, approvals, licenses, certificates, and any authorizations required or exacted by law and necessary for completion of this Agreement, and shall pay all fees, assessments, taxes, excluding those taxes paid by County, and charges levied under state, federal, or local statutes or ordinances insofar as they are applicable. In providing services required by this Agreement, Municipal Mosquito must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable thereto.

14. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

15. NOTICE AND CORRESPONDENCE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by certified mail return receipt requested, postage prepaid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was mailed or if hand delivered on the date hand delivery was made. All notices shall be in writing and correspondence shall be addressed as follows:

To DCHHS: Zachary Thompson, Director
Dallas County Health & Human Services
2377 North Stemmons Freeway
Dallas, TX 75207-2710

w/copies to: Chong Choe
Assistant District Attorney
411 Elm Street, 5th Floor
Dallas, Texas 75202

Lenora Sevillian
Dallas County Purchasing Department
509 Main Street, 6th Floor, Room 623
Dallas, TX 75202

To MUNICIPAL MOSQUITO: Patrick Prather
Entomologist/President
705 N. Bowser Rd., Suite 120
Richardson, Texas 75081

16. DEFAULTS

A material breach of any of the terms and conditions of this Agreement on the part of

Municipal Mosquito shall be grounds for the termination of this Agreement at the option of County. County, 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, Municipal Mosquito shall be liable for any excess costs in performing such work over the cost to County if Municipal Mosquito had continued to perform in accordance with this Agreement.

17. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Municipal Mosquito has a duty to mitigate damages.

18. CIVIL UNREST/IMMINENT DANGER/THREAT OF HARM

Notwithstanding anything contained in this Agreement to the contrary, in the event Municipal Mosquito reasonably determines that because of civil unrest, imminent danger and/or threat of harm that there is a substantial risk of personal injury to its employees or damage to its equipment exists, then Municipal Mosquito 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. County has reasonably taken adequate security measures to insure the safety of Municipal Mosquito's personnel and equipment. Any reasonable refusal by Municipal Mosquito 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.

19. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

20. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement that is required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

21. THIRD PARTIES

The obligations of each party to this Agreement shall inure solely to the benefit of the other party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

22. ASSIGNMENT

Municipal Mosquito may not assign its rights and duties under this Agreement without the prior written consent of County and approval of the Dallas County Commissioners Court, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

23. SUBCONTRACTING

Municipal Mosquito may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by Municipal Mosquito will be in writing and subject to all requirements herein. Municipal Mosquito agrees that it will solely be responsible to County for the performance of this Agreement. Municipal Mosquito shall pay all subcontractors in a timely manner. County shall have the right to prohibit Municipal Mosquito from using any subcontractor.

24. CONTRA PROFERENTUM

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

25. ENTIRE AGREEMENT

This Agreement, including its Exhibits, which are incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the parties. Each party acknowledges that the other party, or anyone acting on behalf of the other party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

26. CONFIDENTIAL INFORMATION

Municipal Mosquito, including, without limitation, its employees and agents, shall not

disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Agreement, unless authorized by law. Municipal Mosquito agrees to safeguard and adhere to all confidentiality, privacy and security requirements according to this Agreement and the applicable federal, state and local rules and regulations for all information deemed confidential.

27. PUBLIC INFORMATION ACT

The parties acknowledge and agree that County is subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Open Records Act" or the "Texas Public Information Act" ("Public Information Act"). Notwithstanding any other provision, including exemptions or exceptions to the Public Information Act, the parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that County, the Dallas County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. Municipal Mosquito hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished by Municipal Mosquito or in the possession or knowledge of County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

28. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

29. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. Municipal Mosquito shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable,

County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Municipal Mosquito at the earliest possible time prior to the end of its fiscal year.

30. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, Municipal Mosquito agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

31. TAX

County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to TEX. TAX CODE § 151.309, and shall therefore not be liable or responsible to Municipal Mosquito for the payment of such taxes under this Agreement. The fees paid to Municipal Mosquito pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by Municipal Mosquito's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by Municipal Mosquito in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Municipal Mosquito.

32. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

33. ASSURANCES

- A. In providing services required by this Agreement, Municipal Mosquito agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Municipal Mosquito's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.
- B. Municipal Mosquito, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Municipal Mosquito further agrees and

ensures that all licenses or permits necessary to perform the required services under this Agreement are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.

- C. Municipal Mosquito assures that no person will, on the grounds of race, creed, color, handicap, disability, age, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. Municipal Mosquito agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.
- D. Municipal Mosquito shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Municipal Mosquito shall furnish County satisfactory proof of compliance therewith.
- E. Municipal Mosquito certifies that it is not aware of any conflicts of interest involving any County official or employee related to this Agreement or the services provided under this Agreement.
- F. Municipal Mosquito certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving County.
- G. Municipal Mosquito understands that reimbursement for costs under this Agreement shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- H. Under Section 231.006, Texas Family Code, Municipal Mosquito certifies to County that no sole proprietor, partner, managing member, shareholder, or owner with an ownership interest of at least 25 percent of Municipal Mosquito is delinquent in any child support obligations and therefore ineligible to receive

payment from any state funds, grants or loans under the terms of this Agreement. Municipal Mosquito hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

- I. Municipal Mosquito certifies to County that Municipal Mosquito is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- J. Municipal Mosquito certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- K. Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Municipal Mosquito in default and/or breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

34. PROMPT PAYMENT ACT

Municipal Mosquito agrees that a temporary delay in making payments due to County's accounting and disbursement procedures shall not place County in default of this Agreement and shall not render County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.

35. SIGNATORY WARRANTY

PRP Services, L.L.C. d/b/a Municipal Mosquito is a limited liability company formed in the State of Texas and authorized to conduct business in the State of Texas. The person or persons signing and executing this Agreement on behalf of Municipal Mosquito, or representing themselves as signing and executing this Agreement on behalf of Municipal Mosquito, do hereby warrant and guarantee that he, she or they have been duly authorized by Municipal Mosquito to execute this Agreement on behalf of Municipal Mosquito and to validly and legally bind Municipal Mosquito to all terms, conditions and provisions herein set forth.

36. TRANSITION SERVICES REQUIRED OF MUNICIPAL MOSQUITO

Upon notice of termination and/or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Municipal Mosquito relating to this Agreement. Moreover, upon termination and/or expiration date of this Agreement, Municipal Mosquito agrees to transition the services provided herein in a cooperative manner and provide anything requested from the County at no additional cost, including, but not limited to the following, upon date of termination and/or expiration:

- A. All contract and services documentation identified in a complete, neat and orderly manner;
- B. Good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services;
- C. Final accounting of all income from the Agreement; and
- D. All Records and County property.

This provision shall survive termination and/or expiration of this Agreement.

37. **ACCEPTANCES**

By their signatures below, the duly authorized representatives of County and Municipal Mosquito accept the terms of this Agreement in full.

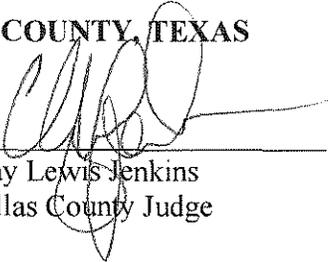
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the 14th day of April, 2015.

PRP SERVICES, L.L.C. D/B/A MUNICIPAL MOSQUITO


By: Patrick Plather
Title: President March 26, 2015

DALLAS COUNTY, TEXAS

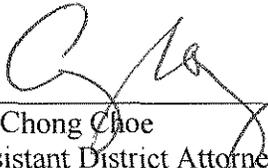
X 
BY: Clay Lewis Jenkins
Dallas County Judge

RECOMMENDED:


BY: Zachary Thompson, Director
Dallas County Health and Human Services Department

APPROVED AS TO FORM*:

SUSAN HAWK
DISTRICT ATTORNEY


BY: Chong Choe
Assistant District Attorney

*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

EXHIBIT "A"
("RFP")

EXHIBIT "B"
("Proposal")

EXHIBIT "C"
("Pricing/Cost Schedule")

EXHIBIT "D"
("Sample Invoice")

INVOICE

CHIKV Integrated Mosquito Management Program (DCHHS)

MONTH OF SERVICE:

Date:

#	Service	Description	\$ / Trap	No. of Traps	Amount
1	CHIKV Vector Surveillance	Weekly BG Sentinel Traps to monitor mosquito adults; ID/Count & submit pools for PCR testing.	\$210.00		\$0.00
#	Service	Description	\$ / Trap	No. of Traps	Amount
2	CHIKV Vector Surveillance	Ad-hoc BG Sentinel trap per request of CHIKV case	\$210.00		\$0.00
#	Service	Description	\$ / Hour	No. of Hours	Amount
3	Larval inspection	Inspection and larval control measures	\$130.00		\$0.00
#	Service	Description	\$ / Mile	No. of Miles	Amount
4	Adult Mosquito Control	Vehicle Ground spraying utilizing ULV spraying (variable flow control and GPS mapping)	\$46.00		\$0.00
#	Service	Description	\$ / 0.25 Mile	No. of 0.25 Miles	Amount
5	Adult Mosquito Barrier Control	Backpack residual insecticide treatments	\$180.00		\$0.00
#	Service	Description	\$ / 0.25 Mile	No. of 0.25 Miles	Amount
6	Adult Mosquito Thermal Fogger	Thermal Fogger application	\$250.00		\$0.00
#	Service	Description	\$ / Pool	No. of Pools	Amount
7	Testing	Independent testing facility to detect CHIKV	\$55.00		\$0.00
#	Service	Description	\$ / Week	No. of Weeks	Amount
8	Consulting	Consulting	\$210.00		\$0.00

GRAND TOTAL	\$0.00
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5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

NAME OF FIRM: Municipal Mesquite 67

5. Section D- EMPLOYMENT DATA

Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Number of Employees (Report employees in only one category)

Job Categories	Race/Ethnicity														TOTAL COL A-N
	Hispanic or Latino							Not-Hispanic or Latino							
	Male		Female		White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level officials and Managers	1	1	2												3
Ft/Mid-Level Officials and Managers			2												2
Professionals			1												2
Technicians	1		1												3
Sales Workers															1
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL	1	1	5	1				3							11
PREVIOUS YEAR TOTAL	1	1	5	1				2							9

1. Date(s) of payroll period used: January 2015 (Omit on the Consolidated Report) Candidates are being collected solicited for at least 5 additional positions.

Section E- ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, life insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) Restaurants and Mozzarella Coward Services

Section F- REMARKS- Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information

Section G- CERTIFICATION

Check One All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official: Patrick Plasner Title: President Signature: [Signature] Date: 1-30-15

Name of person to contact regarding this report: Patrick Plasner Title: President Address (Number and Street): 705 N. Broadway, Suite 120

City and State: Richardson, Texas Telephone No. (including area code and extension): 214-611-8014 Email address: patrick.plasner@mesquite.com

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.dhs.gov/eo-12813> and <http://www.dhs.gov/eo-12813> / Appendix 4. Race and Ethnic Identification / Appendix 5. Description of Job Categories