

**MOSQUITO ABATEMENT SERVICES AGREEMENT
BETWEEN THE VILLAGE OF VILLA PARK AND
CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**

THIS AGREEMENT is made and entered into at Villa Park, DuPage County, Illinois, this 23 day of April, 2012, by and between the VILLAGE OF VILLA PARK, an Illinois municipal corporation (hereinafter "VILLAGE") and CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC., an Illinois corporation (hereinafter "CONTRACTOR"):

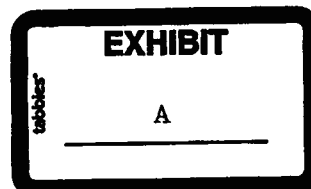
WITNESSETH:

WHEREAS, the VILLAGE has determined that it is in the best interests of the health, safety and welfare of the community to provide mosquito abatement services to assist in the prevention of the spread of disease transmitted by mosquitoes; and

WHEREAS, pursuant to Section 2-220 (a) (1) of the Village code the VILLAGE has determined that a contract for mosquito abatement services require an individual possessing a high degree of professional skill where the ability or fitness of the individual plays an important part;

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained, the adequacy of which are hereby acknowledged, the parties hereto contract and agree as follows:

1. **Term of Contract.** The term of this contract shall be for three years, from May 2012 through May 2015. Any and all covenants contained in the Agreement regarding indemnification, insurance, waivers, and the like, shall continue in full force and effect notwithstanding any termination of the Agreement, it being



expressly understood that termination deals strictly with the provision of professional services and the compensation for those services and not with extinguishment of the obligation of CONTRACTOR to provide any indemnification and insurance required under this Agreement.

2. **Detailed Specifications.** CONTRACTOR shall provide the following services to the VILLAGE:

- a. **Survey and mapping.** CONTRACTOR shall conduct a survey and prepare a map of the VILLAGE by undertaking a comprehensive survey of possible breeding sites and shall clearly define, locate, and categorize, the total number of potential larval development sites and determine site acreage. All street and road ditches and sump type catch basins are included. Each larval breeding site shall be plotted on topographical maps and the acreage measured and a reference number and habitat type assigned. In connection with the development of a comprehensive site survey, the VILLAGE shall furnish to CONTRACTOR at no charge the necessary topographical maps and such other assistance as CONTRACTOR may require in the preparation of its map.
- b. **Community awareness and service.** CONTRACTOR shall furnish a 24-hour hotline to encourage feedback from community residents during the mosquito season. CONTRACTOR shall maintain a record of all telephone calls, which record shall contain the date of the call, resident's name, address, phone number and nature of

call. All complaints shall be responded to within 24 hours. Public relations material (brochures, advertisements, newsletter, videotape) will be distributed or available to governmental offices, post offices, shopping areas, civic associations, cable networks, etc., as requested or needed during the season.

c. Surveillance and monitoring.

i. Unless otherwise approved by the VILLAGE, not less than fifty-one (51) sites will be inspected, or such greater number as may be contained on the survey map prepared by CONTRACTOR.

ii. Inspections shall commence as weather conditions require.

d. Larval Control.

i. CONTRACTOR shall provide three treatments with Altosid briquettes or pellets to each of 2,000 catch basins, inlets, and manholes throughout the VILLAGE.

ii. Three (3) sites requiring "mosquitofish" (*gambusia affinis*) shall be stocked at 500 fish per acre, with an approximate total of 5 to 6 acres.

iii. Such other larval treatment as may be required by inspection, including ditches, low-lying area, and other potential breeding sites within the corporate limits of the VILLAGE, which treatment shall be made with B.t.i. or such other products as may be approved by the VILLAGE.

Treatments shall be done at such times as are necessary to provide optimal effectiveness. Aerial applications are prohibited.

- e. Adulticiding. Upon request, and for the payment of an additional fee, CONTRACTOR shall provide adulticiding at a cost of \$68.00 per mile during 2012, 2013, and 2014, using Biomist. A minimum of five (5) miles will be billed, per request. CONTRACTOR agrees that for each VILLAGE-wide application the total mileage is 70 centerline street miles. VILLAGE may request application of any lesser area. CONTRACTOR shall not undertake to perform adulticiding services until such time as directed by the VILLAGE. Adulticiding shall utilize ultra low volume (ULV) cold-aerosol misting applied by truck mounted sprayers. Cost of each application of adulticide shall include: (1) touch-up and/or re-application as required by VILLAGE with ULV truck, portable ULV machinery or backpacks. ULV ground treatments of specifically-sanctioned VILLAGE functions shall be provided at no cost. Adulticiding shall take place at such times and in such weather conditions as will result in consideration of the following factors:

- i. Minimal public exposure in park and recreational areas.
- ii. Applications of adulticide from truck-mounted units in residential areas shall begin no earlier than sunset and end no later than 1:00 a.m., except under the following conditions:

- (1) A specific request from community officials
- (2) During extreme annoyance of pre-holiday periods
(e.g., Memorial Day, July 4th, Labor Day)
- (3) IDPH (Illinois Department of Public Health)
encephalitis alert.

iii. Weather limitations. ULV aduaticiding shall not be performed under the following conditions:

- (1) Temperatures are below 60 degrees Fahrenheit;
or
- (2) Wind velocities are greater than 10 mph; or
- (3) During periods of inclement weather

iv. Commencement of spraying of aduaticiding. Prior to commencement of ULV applications, the date and time of the application shall be confirmed with the Director of Public Works of the VILLAGE, or his designee, and the Police Department of the VILLAGE. Prior to commencement of any aduaticiding, CONTRACTOR and VILLAGE representatives shall discuss and agree upon those areas of the VILLAGE or sections requiring treatment.

Prior to the use of any chemical, material, or product not specifically referenced in this Agreement, CONTRACTOR agrees to secure approval of the Director of Public Works or his designee.

- f. Geographic territory. Services to be provided pursuant to this Agreement shall cover only those areas considered as right-of-ways of the VILLAGE, and other properties owner and controlled by the VILLAGE within the corporate limits of VILLAGE.
 - g. Reports. CONTRACTOR shall furnish to the VILLAGE monthly reports containing the following information: (1) inspections, showing date, time, place, and results and information regarding the inspections; (2) applications include dates, time location and type of application. In addition, CONTRACTOR shall furnish a year end report summarizing all the information and data contained in the monthly reports, dates of treatments, locations of treatments, If aduaticiding is furnished in accordance with this Agreement, monthly and year end reports shall include same, showing locations and sections that have been treated and the dates of treatment.
3. **Compliance with statutes, rules, and regulations.** At all relevant times, CONTRACTOR shall comply with the laws, rules, and regulations of the State of Illinois, the Illinois Environmental Protection Agency, the United States Environmental Protection Agency, and any other federal and/or state agency or any governmental unit having jurisdiction over the operations or materials used in conjunction with the services provided pursuant to this Agreement.
4. **Assignment.** The parties agree that this Agreement is one for professional services and CONTRACTOR shall not assign, sublet, or

transfer its interest in this Agreement without the prior written consent of the VILLAGE, and then only if the assignee subleases, or transferee countersigns and agrees to the provisions of this Agreement in writing.

5. **Compensation.** As and for the services provided pursuant to this Agreement, CONTRACTOR shall receive the total sum of thirty two thousand seven-hundred forty dollars (\$32,740.00) for service year 2012 also the same total sum of thirty two thousand seven-hundred forty dollars (\$32,740.00) for service year 2013 and the same total sum of thirty two thousand seven-hundred forty dollars (\$32,740.00) for service year 2014. Payment will be made in four equal installments of eight thousand one hundred eighty five dollars (\$8,185.00) each on the following dates: 05/01/12, 06/01/12, 07/01/12, and 08/01/12 for service year 2012. Payment will be made in four equal installments of eight thousand one hundred eighty five dollars (\$8,185.00) each of the following dates: 05/01/13, 06/01/13, 07/01/13, and 08/01/13 for service year 2013. Payments will be in four equal installments of eight thousand one hundred eighty five dollars (\$8,185.00) each of the following dates: 05/01/14, 06/01/14, 07/01/14, and 08/01/14 for service year 2014. Additional compensation shall be paid for aduaticiding. The parties agree that the cost per mile for aduaticiding with Biomist is \$68.00 per street mile in 2012 as well as \$68.00 per street mile in 2013, and \$68.00 per street mile in 2014 with a five mile minimum, and that one VILLAGE-wide application involves 70 street miles. The

Director of Public Works, or his designee, with approval from the Village Manager, shall be authorized under this Agreement to direct CONTRACTOR in writing to commence adulticiding, provided, however, that the total cost of all ULV treatments for adult mosquitoes pursuant to this authorization shall not exceed \$14,280.00 (210 miles at \$68.00 per mile in 2012, 2013 or 2014) without further approval of the Village Board. The Director of Public Works or his designee shall request ULV treatments whenever, in his judgment, the health, safety, and welfare of the community so requires.

6. **Indemnification.** CONTRACTOR agrees to indemnify, defend, and save harmless the VILLAGE and its officers, agents, officials, servants, and employees, of and from any and all liability, claims, manner of actions, causes, causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, whether in law or in equity, any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorney's fees and other litigation expenses, arising out of, caused by, in consequence of, , occasioned by, or as result of, the rights granted to CONTRACTOR under this Agreement or by virtue of any act or omission of the CONTRACTOR.

7. **Insurance.**

a. Public liability property damage: and workers compensation insurance.

CONTRACTOR shall procure and maintain for the duration of the contract insurance in the following forms and limits:

- i. Statutory Worker's Compensation insurance in limits as required by the labor code of the State of Illinois**
- ii. Employer's Liability insurance in the amount of not less than \$1,000,000 per accident**
- iii. \$1,000,000 combined single limit Automobile Liability insurance (to include all autos); and**
- iv. \$1,000,000 Broad Form Comprehensive General Liability insurance at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85), together with an endorsement for full pollution and chemical liability for any and all claims of any kind or nature arising out of or in connection with the services provided pursuant to this Agreement, including but not limited to ULV truck spraying, larvaciding, or any other service provided pursuant to this Agreement which involves the use of any pesticide or any product or material intended to abate mosquitoes or mosquito larvae. The endorsement for full pollution coverage shall be specifically approved by the Risk Manager of the VILLAGE in writing. Minimum General Aggregate shall be not less than \$2,000,000.**

Any deductibles and/or self-insured retentions must be declared to and approved by the VILLAGE. In the event that any policy of insurance furnished pursuant to this Agreement provides coverage on a claims made basis and the CONTRACTOR changes carriers or changes from a claim made basis, CONTRACTOR will provide tail coverage for a period of not less than three (3) years, which policy shall continue insurance coverage for the VILLAGE for that three-year period.

b. Other Insurance Provisions.

- i. The VILLAGE, its officers, agents, employees and volunteers are to be covered as insured as respects all work performed under this contract;**
- ii. CONTRACTOR'S insurance shall be primary to the maximum extent allowed by law as respects the VILLAGE, its officers, officials, agents, employees and volunteers; any insurance or self insurance maintained by the VILLAGE shall be excess of CONTRACTOR'S insurance and shall not contribute with it;**
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its agents, employees or volunteers.**
- iv. Coverage shall be such that CONTRACTOR'S insurance shall apply separately to each insured against whom claims**

is made or suit is brought, except with respect to the limits of the insurer's liability.

- v. The VILLAGE will be notified in writing by the insurance company thirty (30) days prior to cancellation, and in any event, CONTRACTOR will, within 48 hours of receipt of notice that the policy is being suspended, voided, canceled, reduced in coverage or in limits, notify the VILLAGE in writing of receipt of such notice by certified mail, return receipt requested.
- vi. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than B+.
- vii. Verification of Coverage. CONTRACTOR shall furnish the VILLAGE copies of original endorsements effecting coverage required by this Agreement, and upon request, shall permit the VILLAGE to examine the original endorsements, which endorsements shall be kept by CONTRACTOR and made available to the VILLAGE upon request during regular business hours. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the VILLAGE before the provision of services under this Agreement.

viii. The parties expressly agree that the provisions of this paragraph 7 may not be waived by any act or omission of the VILLAGE, or its officers, employees, agents, and officials, nor shall the principles of estoppel apply as respects this paragraph or any other provision of this Agreement. The provisions of this paragraph 7 may be modified or amended only by a written amendment to this Agreement approved by resolution of the Board of Trustees of the VILLAGE.

8. **Notices.** All notices or communications provided for herein shall be in writing and shall be delivered to VILLAGE or to CONTRACTOR, either (a) in person; (b) by United States mail, via registered mail, return receipt, postage prepaid, addressed to VILLAGE as follows:

Village Manager
VILLAGE OF VILLA PARK
20 South Ardmore Avenue
Villa Park, IL 60181-2696

Or addressed to CONTRACTOR as follows:

Clarke Environmental Mosquito Management, Inc.
P.O. Box 72197
Roselle, IL 60172

until and unless other addresses are specified by notice given in accordance herewith; or © by facsimile transmission to the VILLAGE at 630/834-8509 or to CONTRACTOR at 630/894-1774, during regular business hours.

9. **Venue for disputes.** The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement , its enforcement, or the subject matter thereof, sole and exclusive venue shall be the 18th Judicial Circuit Court, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers pursuant to authorization by their respective board officers.

VILLAGE OF VILLA PARK
an Illinois municipal corporation



By: Thomas Cullerton
Thomas Cullerton, Village President

ATTEST:

Loraine Kopycky
Village Clerk

CLARKE ENVIRONMENTAL MOSQUITO
MANAGEMENT, INC.

By: Jack Sheerisch

Its: Control Consultant

ATTEST:

Santa Maria
Secretary

[Corporate Seal]